AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, August 22, 2023, 10:30 AM

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

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

   August 15, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Daryn Glassbrook for a waiver of the Noise Ordinance at Tricentennial Park on December 2, 2023, from 8:30 a.m. - 1:00 p.m. (District 1).

   Request of Jani Johnson for a waiver of the Noise Ordinance at Mardi Gras Park on October 19, 2023, from 9:00 a.m. - 10:00 p.m. (District 2).

   Request of Geoffery Shaw for a waiver of the Noise Ordinance at Mardi Gras Park on October 28, 2023, from 12:00 p.m. - 7:00 p.m. (District 2).

   Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Le Sure Road on September 30, 2023, from 6:00 p.m. - 2:00 a.m. (District 4).

   Request of Geoffery Shaw for a waiver of the Noise Ordinance at Medal of Honor Park on September 17, 2023, from 12:00 p.m. - 5:00 p.m. (District 6).

   Request of Cornelius Davis for a waiver of the Noise Ordinance at Langan Park

on August 26, 2023, from 10:00 a.m. - 4:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 1861 La Salle Street a public nuisance and order it demolished/secured (District 2).

Public hearing to declare the structure at 2510 Greenlawn Drive a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1157 Kentucky Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 3105 Emelye Drive a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 400 LaRose Drive a public nuisance and order it demolished/secured (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

James Jackson, Jr. - Concerns about the safety of all tax paying citizens when dealing with the Mobile Police Department. Would like the body cam footage released concerning the death of Jawan Dallas.

Luallen Timmes - Request information regarding body cameras and City permits.

Phil Williams - Ask for release of the body camera footage concerning Jawan Dallas.

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

Carolina Dallas - To bring awareness to our community in hopes of the City of Mobile taking action and releasing the bodycam footage concerning Jawan Dallas.

12. ORDINANCES HELD OVER

64-038 Rezone property located at the southwest corner of Monday Street and St. Madar Street, extending to the northwest corner of Hercules Street and Monday Street from R-2 to R-3 (sponsored by Councilmember Carroll).

13. CONSENT RESOLUTIONS HELD OVER

03-867 Appoint members to the Mobile Historic Development Commission (sponsored by Mayor Stimpson) (submitted Ricardo Woods, City Attorney).

40-870 Fix costs for demolition of the structure at 310 Hosfelt Lane; $9,800.00 (sponsored by Councilmember Penn).

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

14. CIP RESOLUTIONS HELD OVER

21-886 Authorize contract with Micor, Inc., d/b/a MDS Construction, Inc., for playground demolition at Fry & Mill Street Parks; $35,177.00 combined (sponsored by Councilmembers Penn & Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-887 Authorize contract with Bagby & Russell Electric Company, Inc. for traffic signal upgrades at Hillcrest & Cottage Hill Roads; $458,146.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

15. RESOLUTIONS HELD OVER

01-888 Authorize agreement with Alabama Department of Transportation, for U.S. Hwy 45 Streetscape Improvements; $375,000.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

01-889 Authorize agreement with Brendan Charles to provide tennis lessons and clinics for Parks & Recreation Department; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

01-890 Authorize agreement with Sebastien Torres to provide tennis lessons and clinics for Parks and Recreation Department; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

01-891 Authorize agreement with Hans Laub to provide tennis lessons and clinics for Parks and Recreation Department; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

01-892 Authorize agreement with Elaine Campbell to provide tennis lessons and clinics for Parks and Recreation Department; NTE $80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

08-893 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-894 Approve purchase order to Dennis Aluminum Products for decorative

aluminum signposts for Traffic Engineering; $19,150.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-895 Approve purchase order to Interface Services, Inc. for carpeting for offices spaces on the 5th floor of Government Plaza; $84,240.42 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-896 Approve purchase order to Jubilee Decor, LLC for holiday decorations for Parks & Rec. Dept.; $24,260.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-897 Approve purchase order to Kronos Incorporated for annual renewal of Telestaff Workforce Management software for MFRD; $24,242.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-898 Approve purchase order to Vertiv Corporation for annual renewal of maintenance services for MIT data center cooling system; $15,588.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-899 Authorize consultant contract with Barter & Associates, Inc. for construction administration for cathodic protection system for bulkheads at GulfQuest and the Cruise Terminal; $64,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-900 Authorize contract with Allied Corrosion Industries, Inc. for installation of cathodic protection system for bulkheads at GulfQuest and the Cruise Terminal; $1,697,046.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-901 Authorize contract with Volkert & Associates, Inc. for professional program management services for the Civic Center; $945,259.47 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-902 Adopt the allocation provided by ADECA for the CDBG-DR Planning award (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

40-903 Authorize the purchase of 4231 Shipyard Road with GOMESA grant funds; $775,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

47-904 Assent to the vacation of a portion of an alley adjacent to 2411 Wilson Avenue (sponsored by Councilmember Penn).

47-905 Assent to the vacation of a portion of a U. S. Highway 90 West Service Road (sponsored by Councilmember Reynolds).

47-906 Consider a vacation of right-of-way fee as a condition of the vacation of

a portion a U. S. Highway 90 West Service Road (sponsored by Councilmember Reynolds).

16. ORDINANCES BEING INTRODUCED

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

17. CONSENT RESOLUTIONS BEING INTRODUCED

03-908 Appoint Emma Holt to the Mobile City County Youth Council (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

31-909 Authorize a grant application to the United States Tennis Association for court resurfacing; $110,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Scott Novak, Tennis Center).

31-910 Authorize a grant application to the United States Tennis Association for lights and electric control panels; $125,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Scott Novak, Tennis Center).

40-911 Declare the structure at 1861 La Salle Street a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

40-912 Declare the structure at 2510 Greenlawn Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

40-913 Declare the structure at 1157 Kentucky Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-914 Declare the structure at 3105 Emelye Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-915 Declare the structure at 400 LaRose Drive a public nuisance and order it demolished/secured (sponsored by Councilmember Daves).

46-916 Rename Lafayette Heights Park to "Historic Lafayette Heights Neighborhood Park" (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

46-917 Name the multi-purpose athletic field at Thomas Sullivan Park to the "Coach Hershel Wilson, Sr. Multi-Purpose Athletic Field" (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

58-918 Declare weeds noxious, Group 1646.

60-919 Determine an appropriation to Mobile Bay Area Veterans Day Commission, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

18. CIP RESOLUTIONS BEING INTRODUCED

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

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

19. RESOLUTIONS BEING INTRODUCED

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

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

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

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

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

08-927 Approve purchase order to Quick Buildings, LLC for portable staff building for DIP recycling drop-off site; $55,672.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

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

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

08-930 Approve purchase order to VC3, Inc. for annual renewal of MIT data security backup and recovery services; $126,000.00 (sponsored by Mayor

Stimpson) (submitted by John Paine, Purchasing Dept.).

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

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

09-933 Transfer funds from General Fund Unassigned Fund Balance to City Hall Overhead Ladd Stadium for Ladd Stadium Fiscal Plan; $200,000.00 (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

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

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

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

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

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

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

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

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

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

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

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

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 3:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/18/2023 - 9:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

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

ATTACHMENTS:

Description	Type	Upload Date
Glassbrook	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 8:59 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: Daryn Glassbrook, Mobile Medical Museum Executive Director
PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: (413) 346-3814

Organization (if applicable) _____

Mailing Address of Applicant Mobile Medical Museum, 1664 Spring Hill Avenue, Mobile AL 36604

Telephone No. (251) 415-1109 E-mail address daryn@mobilemedicalmuseum.org

Location or address of event where amplification will be used:
Tricentennial Park pavilions, 2121 Lake Dr, Mobile AL 36617

Date of Event: 12/2/23 Starting Time: 8:30 am Ending Time 1:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Fundraising event/family-friendly sidewalk chalk drawing competiton

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

2023 JUL 25 PM 3:23

D1

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Johnson	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 9:05 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: JANI Johnson
PLEASE PRINT ALL INFORMATION

Home Phone Number 251-348-6746 Cell Number: 331-832-8139

Organization (if applicable) Alabama Department of Early Childhood Education

Mailing Address of Applicant 445 Dexter Ave Montgomery AL

Telephone No. _____ E-mail address JANI.Johnson@ECE.Alabama.gov

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: 10-19-23 Starting Time: 9:00 Ending Time 10:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Alabama Early Childhood Conference

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

Music containing obscene language or profanity is prohibited

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

2023 AUG 15 PM 3:15

D2

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Shaw	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 9:08 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Geoffery C Shaw
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2516482430 Cell Number: 2516482430

Organization (if applicable) Rainbow Pride of Mobile

Mailing Address of Applicant 176 S Sage Ave, Mobile, AL 36606

Telephone No. 2516482430 E-mail address Chance@rpom.org

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: 10/28/2023 Starting Time: 12pm Ending Time 7pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Pride event with music, performers, vendors, and food

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

Music containing obscene language or profanity is prohibited

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

2023 AUG 16 AM 9:06

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Robinson	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 10:03 AM

2023 AUG 17 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.:

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

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

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

Name of Applicant: Johnnie L. Robinson
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-377-3919 Cell Number: 251-377-3919

Organization (if applicable) BLUES N DA BOTTOM

Mailing Address of Applicant PO Box 1201, Theodore, AL 36590

Telephone No. 251-377-3919 E-mail address Ttownstables69@yahoo.com

Location or address of event where amplification will be used:

4791 Lesure Rd., Theodore, AL 36582

Date of Event: 9-30-2023 Starting Time: 6:00 p.m. Ending Time 2:00 a.m.

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

Type of Event: PARTY

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

Music containing obscene language or profanity is prohibited

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

DH

THE REASON I'M ASKING FOR 2:00 A.M.
ENDING TIME IS FOR POSSIBLE INCLEMENT WEATHER
DELAY, IF THERE IS NO INCLEMENT WEATHER DELAY
12:00 A.M. IS THE ENDING TIME.
THANK YOU!

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Shaw2	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 9:26 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.

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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: Geoffery C Shaw
PLEASE PRINT ALL INFORMATION

Home Phone Number: 2516482430 Cell Number: 2516482430

Organization (if applicable) Rainbow Pride of Mobile

Mailing Address of Applicant 176 S Sage Ave, Mobile, AL 36606

Telephone No. 2516482430 E-mail address Chance@rpom.org

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: 09/17/2023 Starting Time: 12pm Ending Time 5pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community Picnic with entertainment

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

2023 AUG 16 AM 9:0

DG

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Davis	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 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 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: Cornelius Davis / Chosen Few MC
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.753.0248 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 3688B Airport Blvd Mobile, Al 36608 # 199

Telephone No. 251.753.0248 E-mail address djmac0224@yahoo.com

Location or address of event where amplification will be used:
Langan Park Table # 6

Date of Event: 8/26/2023 Starting Time: 10:00 am Ending Time 4:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Meet & Greet

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

2023 AUG 15 PM 12:42

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 8:51 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 8:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 8:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 9:06 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 9:10 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Jackson	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 9:43 AM

2023 AUG 15 PM 12:41

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: James L. Jackson Jr. Date: 8-15-23

Address: 224 Garrison Ave. Prichard, AL

Phone: (251) 281-7988 Email: ja45ja@gmail.com

Date to Address City Council: 8-22-23

Subject and/or specific questions (must complete): Transparency to release the body cam from Mobile Police Department in the death of Jawan Dallas.

How does this pertain to city business (must complete):
To insure the safety of all tax paying citizen when confronted by the Mobile Police Department.

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 9:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 9:45 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 9:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Dallas	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/17/2023 - 9:48 AM

CityofMobile.org: Addressing City Council Submission

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

Thu 8/10/2023 7:23 PM

To:City Clerk <cityclerk@cityofmobile.org>

2023 AUG 15 AM 10:57

CAUTION: External Email

Name: Carolina Dallas

Date To Address Council: 2023-08-22

Address: 71 W GRANT ST Chickasaw, AL 36611

Email: carolinadallas1@gmail.com

Phone: 2513014052

Subject And Specific Questions: JUSTICE FOR JAY

Pertain To City Business: This is an opportunity to speak on the JUSTICEFORJAY/release body cam,receive information, and bring awareness to our community in hopes of the city of Mobile taking action.

Signature: Carolina Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-08-10 19:23:15

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/6/2023 - 2:23 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at southwest corner of Monday Street and St. Madar Street,
extending to the northwest corner of Hercules Street and Monday Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted July 11, 2023, a public hearing will be held on the 15th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at southwest corner of Monday Street and St. Madar Street, extending to the northwest corner of Hercules Street and Monday Street from R-2, Two-Family Residential Urban District to R-3, Multi-Family Residential Urban District.

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

Lisa C. Lambert
City Clerk

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

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

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

THE EAST HALF OF LOT 7, AND ALL OF LOTS 8, 9, 10, AND 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1" OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET, RUN S67°38'12"E 102.68 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET AND THE WEST RIGHT OF WAY LINE OF MONDAY STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONDAY STREET, RUN S22°19'11"W 274.04 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF MONDAY STREET AND THE NORTH RIGHT OF WAY LINE OF HERCULES STREET; THENCE ALONG SAID NORTH

RIGHT OF WAY LINE OF HERCULES STREET, RUN N67°44'19"W 76.05 FEET TO A CAPPED (ROWE) REBAR; THENCE RUN N22°14'20"E 110.10 FEET TO A CAPPED (ROWE) REBAR FOUND ON THE SOUTH BOUNDARY OF LOT 9 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 9, BLOCK 12, FISHER TRACT, RUN N67°49'11"W 73.95 FEET TO A CAPPED (UNKNOWN) REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 9, BLOCK 12, FISHER TRACT, RUN N22°21'14"E 54.04 FEET TO A NAIL & FLAG WITH CAP FOUND AT THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 12, FISHER TRACT; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 9, BLOCK 12, FISHER TRACT, RUN S67°51'25"E 47.75 FEET TO A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF LOT 11 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 11, BLOCK 12, FISHER TRACT, RUN N22°09'40"E 110.08 FEET TO THE POINT OF BEGINNING. CONTAINING 27,774 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 15th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 19th day of July, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the **Southwest corner of Monday Street and St. Madar Street, extending to the Northwest corner of Hercules Street and Monday Street.**

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

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

AN ORDINANCE 2023

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

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

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

THE EAST HALF OF LOT 7, AND ALL OF LOTS 8, 9, 10, AND 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1" OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET, RUN S67°38'12"E 102.68 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET AND THE WEST RIGHT OF WAY LINE OF MONDAY STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONDAY STREET, RUN S22°19'11"W 274.04 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF MONDAY STREET AND THE NORTH RIGHT OF WAY LINE OF HERCULES STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF HERCULES STREET, RUN N67°44'19"W 76.05 FEET TO A CAPPED (ROWE) REBAR; THENCE RUN N22°14'20"E 110.10 FEET TO A CAPPED (ROWE) REBAR FOUND ON THE SOUTH BOUNDARY OF LOT 9 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 9, BLOCK 12, FISHER TRACT, RUN N67°49'11"W 73.95 FEET TO A CAPPED (UNKNOWN) REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 9, BLOCK 12, FISHER TRACT, RUN N22°21'14"E 54.04 FEET TO A NAIL & FLAG WITH CAP FOUND AT THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 12, FISHER TRACT; THENCE ALONG THE NORTH

BOUNDARY OF SAID LOT 9, BLOCK 12, FISHER TRACT, RUN S67°51'25"E 47.75 FEET TO A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF LOT 11 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 11, BLOCK 12, FISHER TRACT, RUN N22°09'40"E 110.08 FEET TO THE POINT OF BEGINNING. CONTAINING 27,774 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

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

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

Adopted:

_____

Lisa Lambert, City Clerk

The K's Cornerstone Subdivision (Georgia M. Hill, Applicant)
Southwest corner of Monday Street and St. Madar Street, extending to the Northwest corner of Hercules Street and Monday Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 27, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of **Georgia M. Hill** for a change in zoning from **R-2, Two-Family Residential Urban District to R-3, Multi-Family Residential Urban District** for the property located at the **Southwest corner of Monday Street and St. Madar Street, extending to the Northwest corner of Hercules Street and Monday Street.**

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; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

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

June 20, 2023

Merlin Miller
McCrory & Williams, Inc.
3207 International Drive
Suite G
Mobile, Alabama 36606

Re: **Southwest corner of Monday Street and St. Madar Street, extending to the Northwest corner of Hercules Street and Monday Street**
ZON-UDC-002510-2023
The K's Cornerstone Subdivision
Georgia M. Hill
District 2
Rezoning from Two-Family Residential Urban District (R-2) to Multi-Family Residential Urban District (R-3).

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

At its meeting on June 15, 2023, the Planning Commission considered the above referenced application.

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

- **Consistency. The proposed amendment is consistent with the Comprehensive Plan;**
- **Compatibility. The proposed amendment is compatible with:**
  - **The current development trends in the vicinity of the subject property;**
  - **Surrounding land uses;**
  - **Neighboring properties; and**
  - **Maintaining property values.**
- **Capacity. The infrastructure is in place to accommodate the proposed amendment; and**
- **Benefits Consideration. The proposal will be in the City's and the larger community's best interests.**

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

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

The advertising fee for this application based on the current legal description is $435.48. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **Southwest corner of Monday Street and St. Madar Street, extending to the Northwest corner of Hercules Street and Monday Street**
ZON-UDC-002510-2023
The K's Cornerstone Subdivision
Georgia M. Hill
District 2
Rezoning from Two-Family Residential Urban District (R-2) to Multi-Family Residential Urban District (R-3).

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from a Two-Family Residential District (R-2) and Multi-Family Residential District (R-3), 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, June 14, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **Southwest corner of Monday Street and St. Madar Street, extending to the Northwest corner of Hercules Street and Monday Street**
ZON-UDC-002510-2023
The K's Cornerstone Subdivision
Georgia M. Hill
District 2
Rezoning from Two-Family Residential Urban District (R-2) to Multi-Family Residential Urban District (R-3).

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, June 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from Two-Family Residential Urban District (R-2) to Multi-Family Residential Urban District (R-3), however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 14, 2023,** to allow adequate time for the Commission members to review the information.

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

The K's Cornerstone Subdivision
Neighborhood Meeting
Required for Rezoning from R-2 to R-3
Tuesday, May 23, 2023 @ 6:00 PM

In attendance:
Georgia Hall, Owner
Brian Pugh, Adams and Reese, LLP
Merlin Miller, McCrory & Williams, Inc.
Laura Davis, McCrory & Williams, Inc.
11 attendees (see sign in sheet)

6:00 PM to 6:15 PM : There were informal discussions about the development while waiting for everyone to get there.

6:15 PM to 7:00 PM : Meeting was started.

- Georgia Hill introduced herself and explained her purpose for wanting to build a four-plex, thereby requiring the request for rezoning.
- An attendee asked if the townhouses will be available for rent or for sale. Ms. Hill stated that she intends to rent them.
- An attendee asked if she intended to occupy one of the townhouses. Ms. Hill explained that she doesn't need four bedrooms but planned to build a smaller house nearby.
- Ms. Hill stated that the area has a good elementary and middle school and these four-plexes would meet the need for housing for families. An attendee asked if Ms. Hill had spoken to the principals of the schools in the area. Ms. Hill replied that she knew them but hadn't specifically spoken to them about the development.
- An attendee stated that he lives across the street from this empty lot and that he is excited to see a "new build" coming in to the neighborhood.
- An attendee asked Ms. Hill if she has ever lived in the neighborhood. Ms. Hill stated that her grandmother used to live on Hercules Street and that Ms. Hill occupied her apartment for four years after her grandmother passed away.
- An attendee stated that for years he has seen outside individuals buy property in this area for little money and then develop it so that local people cannot afford to buy it back. He was excited to see an African American woman

interested enough in this community to invest in and live in the neighborhood.

- An attendee states that she is supportive of a development that will increase the surrounding property values.
- An attendee is concerned that residents needing government assistance will bring crime to the area. Ms. Hill responds that she is only interested in helping people. She cannot control people but will put guidelines and restrictions in place to help keep the residents safe.
- An attended states that the development is beautiful but hopes renters will follow the guidelines to deep the area peaceful.
- An attendee hopes the guidelines/restrictions aren't so strict that it keeps people from coming in to the community.
- An attendee states that she is happy that local people are investing in the community.
- An attendee supports any improvement that benefits the African Americans living in the community.
- Ms. Hill states that she is calling the development Goshen Campground to honor the community.
- An attendee asks her intentions if the rezoning request is denied. Ms. Hill states that she will build tow-family homes in accordance with the zoning requirements.
- Brian Pugh closes the meeting by sharing that Georgia Hill has love for and pride in her community and is only interested in making the community better.

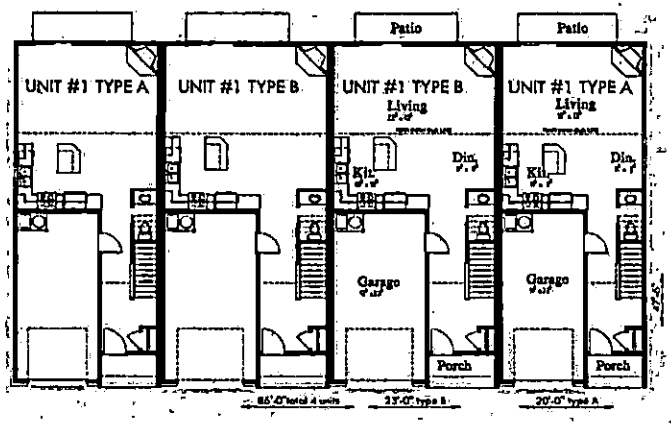
Neighborhood Meeting Sign-In Sheet

Tuesday, May 23, 2023 @ 6:00 PM

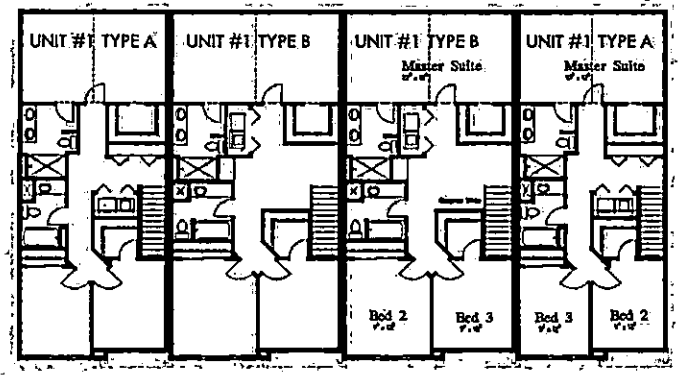
Rezoning Property on West side of Monday Street between St. Madar Street & Hercules Street

	NAME	ADDRESS	EMAIL
1	Eric Thompson	600 Plum St. Mobile, AL 36603	Ericthompson864@yahoo.com
2	Brian Pugh	11 N Water Street	brian.pugh@arlaw.com
3	Frederick Thompson	1153 ST Medar St mobile AL 36603	Fredr.ckthompson45@yahoo
4	Malen J Miller	451 Landing Dr. Satsuma, AL. 36572	mmiller@mcwinc.com
5	Laura Davis	1209 Palmetto St. Mobile, AL 36604	lmdavis@mcwinc.com
6	Daniel Henderson Sarge	1056 Saint Madar St 36603	daniel.l.henderson1977@gmail.com
7	Dotty Wyatt	508 Monday St	
8	Lauren Merrida	1009 St. Medar St.	
9	Laura Hall	555 Maple St.	
10	Loretta Pettaway	968 Hercules St.	
11	Drena Johnson	1058 Persimmon Street, Mobile, AL 36603	drenajohnson@bellsouth.net.
12	Pennie McConnell	997 Hark Ephriam Se. St.	
13	Dione Mathew	1360 Chinquapin St. Mobile AL 36603	
14	Derek Williams	1259 St. Madar	
15			

Main Floor Plan



Upper Floor Plan



Application for Use of Ben May Main Library Meeting Room and Bernheim Hall

Date of Application: 05/06/2023 Person making application (Responsible Party): Georgia Hill

Phone Number and/or email address: 2516059938/530jaja22@gmail.con

FACILITY REQUESTING:

☒ Armbrecht-Briskman Meeting Room (capacity: 60) ☐ Bernheim Hall (capacity: 239) ☐ Bernheim Hall and Armbrecht-Briskman Meeting Room

INFORMATION ABOUT YOUR ORGANIZATION

Name of Organization The K's Cornerstone Website 530jaja@gmail.com

Address 250 St Joseph St #631 Zip 36601 Phone Number 2516805020

Is your organization non-profit? ☐ Yes ☒ No If non-profit, give Tax Exempt #

MEETING DAY(S), DATE(S) AND HOURS Set arrival and finish times that allow for room set-up and breakdown.

05/23/2023 5:30pm-8:00pm

Arrival Time 5:30pm Event Starts 6:00pm Finish Time 8:00pm

PURPOSE OF MEETING: Neighborhood development zoning change request.

ARMBRECHT BRISKMAN ROOM SET UP - Specify (See Rules 12 & 13)

☐ Boardroom ☐ Classroom ☐ Reception

Equipment Needed: ☐Projector Screen ☐ Laptop ☐ Podium ☐ Other (Specify):

BERNHEIM HALL EQUIPMENT USE (See Rule 14)

Microphones (Specify Number Needed):

____ Lapel (2) ____ Corded (2)

____ Head-Worn (2) ____ Cordless (2)

____ Boom (2)

Equipment/ Furniture on stage:

☐ Piano ☐ Chairs (How many): ____

☐ Projector ☐ Laptop ☐ Blue Ray/DVD Player

☐ Podium ☐ Table ☐ Side Table

Other (specify):

HOW MANY PEOPLE WILL ATTEND? 50

OTHER DETAILS:

WILL YOU SERVE REFRESHMENTS: ☒ No ☐ Yes What type:

LIBRARY ATTENDANT NEEDED: ☒ No ☐ For Set Up Only ☐ For Rehearsal Only ☐ Duration of Event

WILL YOU CHARGE AN ADMISSIONS FEE (See Rule 7): ☐ Yes ☒ No If Yes, How much:

HOW WILL YOU ADVERTISE (See Rule 8): Property signs and letters of invitations

BERNHEIM HALL RENTAL and AFTER HOURS MEETING ROOM USE - Staff Use Only

Rental Fee	$50.00 per hour or fraction thereof with 3-hour minimum charge	
Security Fee	Scheduled for programs outside of library hours at $15.00 per hour per guard or fraction thereof with 3-hour minimum charge	
Piano Tuning	Bernheim Hall Only – When requested by applicant	
FOOD AND BEVERAGE FEE $35.00		

PAYMENTS must be made no later than one week in advance of the scheduled event or meeting date. The applicant will be billed for any use exceeding the agreed to amount.

PAYMENT will be refunded provided a reservation is cancelled no later than 48 hours in advance of the scheduled program, and provided the library has incurred no expense in connection with the reservation.

Library Contact: Zoe Jackson Phone 251-340-1488 E-Mail: mainmeetings@mplonline.org

Ben May Main Library Address: 701 Government St. Mobile, Alabama 36602

Manager's Signature: Date: Amount Paid:

Form 49B 8/21

Application for Use of Mobile Public Library Meeting Rooms

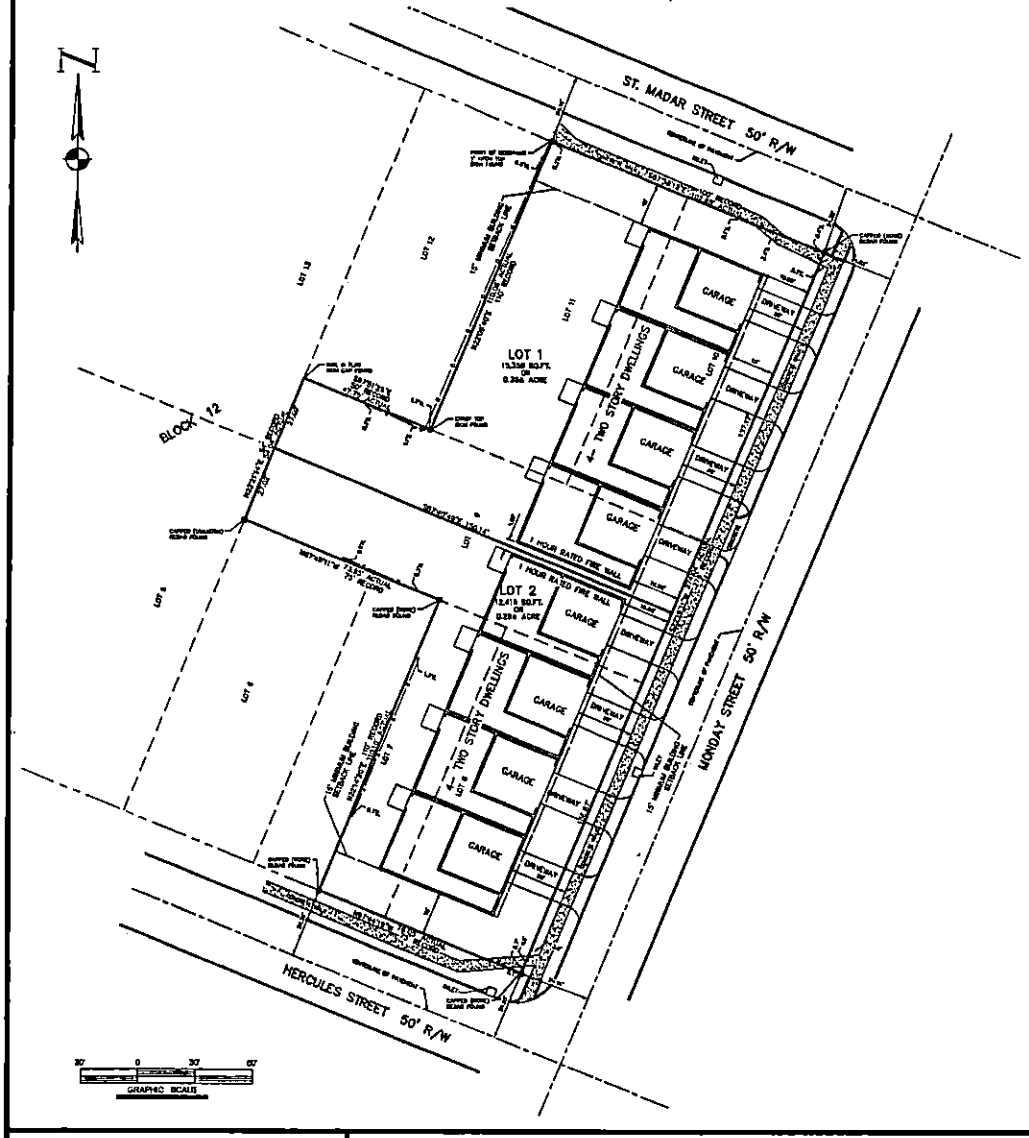
Policy and Rules for Use of Mobile Public Library Meeting Rooms

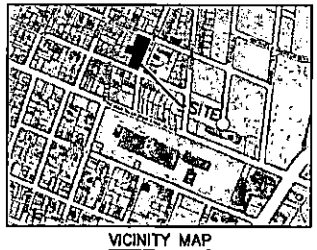
POLICY: The library welcomes the use of its meeting rooms by community businesses, groups, and organizations. As an institution for education and free speech and in accordance with Article 6 of the American Library Association's Library Bill of Rights, the library makes its meeting rooms available on equal terms to all groups regardless of the beliefs and affiliations of their members. Permission to use a library meeting room does not constitute library endorsement of any group's policies, objectives, goals, or beliefs.

EXCLUSIONS: (1) Meetings for commercial purposes such as soliciting business or selling or promoting a product or service are not allowed. **(2)** Meetings for personal celebrations or ceremonies such as birthday and anniversary parties, weddings, or funerals are not allowed. **(3)** Meetings which may interfere with the function of the library because of noise or any other factor are not allowed.

RULES: Every organization using Mobile Public Library Meeting Rooms must agree to the following rules. Misrepresentation of information supplied on the application form or failure to comply with meeting room policy and rules, Mobile Public Library rules, health and safety regulations, or posted room capacity may result in immediate termination of a meeting and prohibition from future use of the library's meeting rooms.

1. All meetings will be open to the public.
2. Applications must be completed in full. Include the name of the sponsoring organization, its official address, and the name of its responsible party. Include a clear statement of the group's mission or purpose as well as the purpose of the proposed meeting. Describe the activities to take place at the meeting and provide an estimate of how many people will attend. The person making the application will be considered the group's contact for all arrangements. All first-time users must make application in person.
3. No organization or group may use the library as its official address.
4. Meeting room reservations are taken on a first come, first served basis, with the exception that priority will be given to organizations that have not been frequent users. Groups may book up to fifteen meetings per year. Groups may book meeting rooms up to 6 months in advance.
5. No group may reassign to another.
6. Library sponsored programs and events take precedence over meeting room use by outside organizations. If cancellation of a group's confirmed reservation is necessary, not less than two weeks' notice will be given.
7. Groups may not charge admission fees unless they have library approval and have been granted tax-exempt status under section 501(c) (1-25) of the Internal Revenue Code. Presentation of an IRS determination letter to prove tax-exempt status may be required.
8. Any advertising, publicity, or other announcement regarding meetings to be held on library premises must clearly identify the sponsoring group and have library approval prior to issue. Such pieces shall show that the library is only the venue for the meeting and must not imply that the group's program is sponsored or endorsed by the library.
9. Youth groups (under the age of 18) must be supervised by an adequate number of adult sponsors.
10. There is no charge for using a library meeting room during regular library hours when all meeting activity concludes at least 15 minutes before library closing time. The Main Library and the West Regional Branch meeting rooms are available for use outside of library hours. Charges for meeting room use after library hours may be found on Form 49A for West Regional and Form 49B for Ben May Main Library.
11. Fees for serving food and beverages are detailed on Form 49A, "Application for Use of Mobile Public Library Meeting Rooms" and Form 49 B, "Application for Use of Ben May Main Library Meeting Room and Bernheim Hall". There is no charge when refreshments are limited to coffee, cookies, or cake. There will be a charge if your event is catered or you serve a plated meal or heavy hors d'oeuvres. No alcoholic beverages or red beverages are allowed.
12. Meeting room tables, chairs, and podiums are available for use free of charge. A group may bring in additional equipment with prior approval by the library manager, however the library will assume no responsibility for such equipment, and the equipment must be removed at the end of the scheduled event.
13. Meeting rooms will be set up by staff according to application details. Rooms must be left in good condition including free of all litter and decorative materials. In scheduling your meeting, allow enough time for this activity so the group will be finished 15 minutes before library closing time. The applicant is responsible for any damage to the room or its contents
14. The Main Library's Bernheim Hall is a fixed seat theater that is suitable for musical and theatrical performances. A grand piano sits on the small stage. The Hall rental fee includes one rehearsal, not lasting more than 3 hours and pre-scheduled between the hours of 9 am and 5 pm, Monday through Friday. Use of the piano is also included in the rental fee. The library has the piano tuned once per year. When requested, the library will schedule an additional tuning by a library-approved tuner and the applicant will be charged.





VICINITY MAP
NOT TO SCALE

DESCRIPTION:

THE EAST HALF OF LOT 7, AND ALL OF LOTS 8, 9, 10, AND 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1" OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 333-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET, RUN S67°36'12"E 103.68 FEET TO A CAPPED (RONE) REBAR FOUND AT THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET AND THE WEST RIGHT OF WAY LINE OF MONDAY STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONDAY STREET, RUN S22°19'11"W 274.04 FEET TO A CAPPED (RONE) REBAR FOUND AT THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF MONDAY STREET AND THE NORTH RIGHT OF WAY LINE OF HERCULES STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF HERCULES STREET, RUN N67°44'18"W 78.06 FEET TO A CAPPED (RONE) REBAR; THENCE RUN N23°11'20"E 110.10 FEET TO A CAPPED (RONE) REBAR FOUND ON THE SOUTH BOUNDARY OF LOT 8 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 8, BLOCK 12, FISHER TRACT, RUN N67°40'31"W 73.05 FEET TO A CAPPED (UNKNOWN) REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 8, BLOCK 12, FISHER TRACT, RUN N22°21'14"E 54.04 FEET TO A NAIL & FLAG WITH CAP FOUND AT THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 12, FISHER TRACT; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 8, BLOCK 12, FISHER TRACT, RUN S67°51'12"E 47.71 FEET TO A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF LOT 11 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 11, BLOCK 12, FISHER TRACT, RUN N23°09'40"E 110.09 FEET TO THE POINT OF BEGINNING. CONTAINING 27,774 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

OWNER: GEORGIA M. HILL

NOTES

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0558 L, COMMUNITY NO. 015007, DATED JUNE 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" - AREAS DETERMINED OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
LIMITS OF FLOOD ZONE'S SCALED FROM THE AFORMENTIONED FLOOD INSURANCE RATE MAP.

2. THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

3. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1' IN 7500) ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.

4. THIS DRAWING DOES NOT REFLECT ANY TITLE, EASEMENT OR RIGHT-OF-WAY RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

5. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

6. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD 83, US SURVEY FEET.

SUBDIVISION NOTES

OWNER IS REQUESTING REDUCED MINIMUM BUILDING SETBACKS REDUCED TO 15 FEET ALONG ALL STREETS.

PROPERTY CURRENTLY ZONED R-2
PROPOSED ZONING R-3

UTILITIES

WATER & SEWER PROVIDED BY MAWSS
POWER PROVIDED BY ALABAMA POWER

SITE DATA

2-QUADPLEX BUILDINGS=	10,260 S.F.	37.01%
CONCRETE & PAVEMENT=	1,979 S.F.	7.12%
LANDSCAPING (GREEN SPACE)=	15,510 S.F.	55.87%
TOTAL SITE=	27,774 S.F	100%

QUADPLEX DATA

BUILDING FOOT PRINT-UNIT S.F. 1,285 x 4 = 5,140 S.F.

SITE DENSITY

10,260 / 27,774.4 = 37.01%

QUADPLEX UNIT DATA

GARAGE=	480 S.F.
1st STORY LIVING=	805 S.F.
2nd STORY LIVING=	1,285 S.F.
TOTAL OCCUPIED =	2,570 S.F.

PARKING SUMMARY (MULTIPLE-FAMILY)

SPACES REQUIRED
8 UNITS X 1.5 = 12 SPACES

SPACES PROVIDED
TOTAL PROVIDED= 15 SPACES

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mobile@mcwinc.com

REVISION

REZONING OF
THE K'S CORNERSTONE SUBDIVISION

SECTION 13, T4S-R1W, MOBILE COUNTY, ALABAMA

SCALE: 1"=20'	DATE: May 23, 2023	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

H4127-2001

02-29-08-13-0-002-318. = 02-29-08-13-0-002-318. & 02-29-08-13-0-002-333.

H4127-2001 THE K'S CORNERSTONE - PRELIM RP.dwg

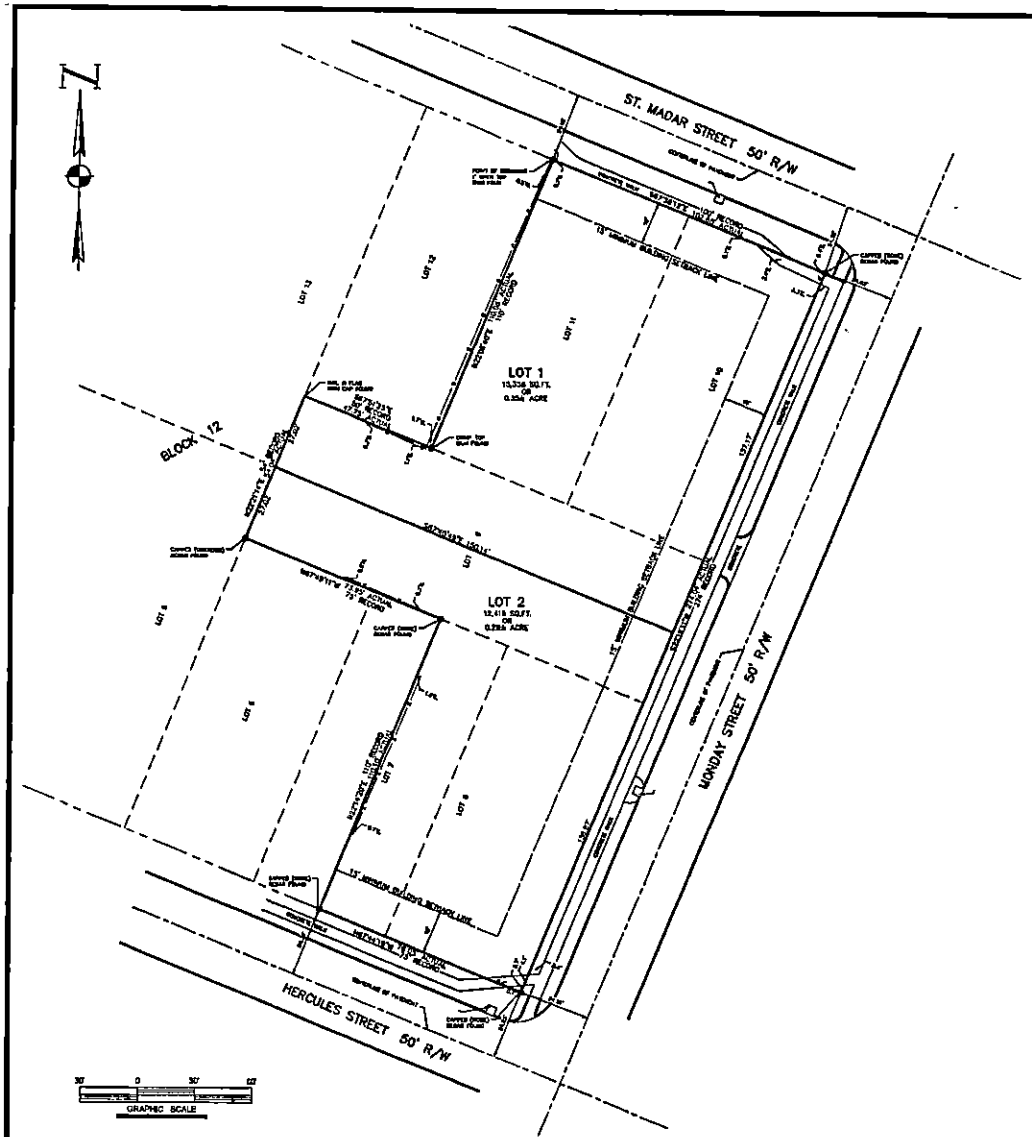
NEIGHBORHOOD MEETING

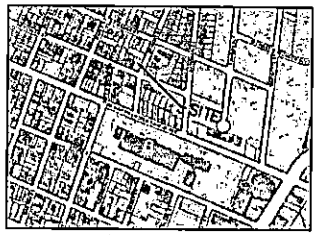
MAY 23, 2023 AT 6:00 PM

IN THE

ARMBRECHT-BRISKMAN MEETING ROOM

TO DISCUSS
THE REQUESTED REZONING OF THE PROPERTY ON THE WEST SIDE OF MONDAY STREET BETWEEN ST. MADAR ST. AND HERCULES ST. FROM R-2 (TWO-FAMILY RESIDENTIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL)





VICINITY MAP
NOT TO SCALE

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0308 H, COMMUNITY NO. 010307, DATED JUNE 5, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X (UNSHADED)" – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
LIMITS OF FLOOD ZONES SCALED FROM THE APPROXIMATIONS FLOOD INSURANCE RATE MAP.

2. THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

3. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1' IN 7500') ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.

4. THIS DRAWING DOES NOT REFLECT ANY TITLE, EASEMENT OR RIGHT-OF-WAY RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

5. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

6. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD 83, US SURVEY FEET.

SUBDIVISION NOTES:

OWNER IS REQUESTING REDUCED MINIMUM BUILDING SETBACKS REDUCED TO 15 FEET ALONG ALL STREETS.

DESCRIPTION:

THE EAST HALF OF LOT 7, AND ALL OF LOTS 8, 9, 10, AND 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 82 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1" OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 82 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MADAR STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MADAR STREET, RUN S89°39'31"E 100.58 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE OF MADAR STREET AND THE WEST RIGHT OF WAY LINE OF MONDAY STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONDAY STREET, RUN S33°18'11"W 274.04 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF MONDAY STREET AND THE NORTH RIGHT OF WAY LINE OF HERCULES STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF HERCULES STREET, RUN N56°41'49"W 116.05 FEET TO A CAPPED (ROWE) REBAR; THENCE RUN N33°18'20"E 110.90 FEET TO A CAPPED (ROWE) REBAR FOUND ON THE SOUTH BOUNDARY OF LOT 9 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 9, BLOCK 12, FISHER TRACT, RUN N67°49'11"E 73.93 FEET TO A CAPPED (UNREADING) REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 8, BLOCK 12, FISHER TRACT, RUN N22°33'14"E 84.64 FEET TO A NAIL & FLAG WITH CAP FOUND AT THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 12, FISHER TRACT; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 8, BLOCK 12, FISHER TRACT, RUN S67°51'25"E 43.75 FEET TO A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF LOT 11 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 11, BLOCK 12, FISHER TRACT, RUN N33°09'46"E 110.09 FEET TO THE POINT OF BEGINNING. CONTAINING 27,775 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

STATE OF ALABAMA
COUNTY OF MOBILE

I, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MERLIN J. MILLER, PLS — DATE
ALABAMA REGISTRATION NUMBER 14388 — NOT VALID WITHOUT ORIGINAL SEAL

OWNER: GEORGIA M. HILL

GEORGIA M. HILL

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT GEORGIA M. HILL, WHOSE NAME AS OWNER, IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE, SHE AS OWNER, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS THE ____ DAY OF _____, 2023.

_____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC

APPROVED:
MOBILE CITY PLANNING COMMISSION

_____ DATE
SECRETARY

_____ DATE
CITY ENGINEER

_____ DATE
TRAFFIC ENGINEERING DIRECTOR

REVISION

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mobile@mcwinc.com

H4127-2023

THE K'S CORNERSTONE SUBDIVISION

SECTION 13, T4S-R1W, MOBILE COUNTY, ALABAMA

SCALE: 1"=20'	DATE: Apr. 24, 2023	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

02-29-08-13-0-002-316. + 02-29-08-13-0-002-318. & 02-29-08-13-0-002-333.

H4127-2001 PRELIM RP.dwg

HILL GEORGIA M
902 S. CAWTHON STREET
PRICHARD, AL 36610

COUSINS STEPHANIE D
2059 DR. MARTIN L KING JR AVE
MOBILE AL 36617

CLARA CRUM MAE
C/O DENNIS/SHIRLEY WHITE OR
REGINALD WHITEHEAD
1332 FAIRVIEW ROAD
ELLENWOOD, GA 30294

HARBOR HOLDINGS LLC
1058 PERSIMMON STREET
MOBILE, AL 36603

MOBILE HOUSING BOARD
PO BOX 1345
MOBILE, AL 36622

BEBLEY EDDIE
1100 HERCULES STREET
MOBILE, AL 36603

PERKINS MATTEW & CARMITA
1607 LINCOLN STREET
MOBILE, AL 36617

HOWARD BRENDA
858 SUMMERVILE STREET
MOBILE, AL 36617

DAVIS M L & SAMUEL JR
C/O ELLIS & BEATRICE DIXON
668 RUTH STREET
MOBILE, AL 36606-1251

ROBERTS CARRIE
1260 LINWOOD DRIVE E
MOBILE, AL 36605

DANIELS DAVIS JR
5724 VENDOME DRIVE S
MOBILE, AL 36609

HENDERSON DANIEL JR & DARLENE
1056 ST. MADAR STREET
MOBILE, AL 36603

HENDERSON DANIEL JR &
NISHAWNDRA S
1056 ST. MADAR STREET
MOBILE, AL 36603

JAMES TERRY & ALEXANDRA
MATHESON
1055 PECAN STREET
MOBILE, AL 36603

TTCC INVESTMENTS, LLC
7355 AIRPORT BLVD
MOBILE, AL 36608-4505

MCAFEE LENA
1153 HERCULES STREET
MOBILE, AL 36603

MANUEL WILLIE III
623 ENGLIST STREET
MOBILE, AL 36605

CITY OF MOBILE
ATTN: KERI KOUMANIS
LEGAL DEPT
PO BOX 1827
MOBILE, AL 36633

GASKIN BRUCE W
905 MINOR STREET
MOBILE, AL 36617

GOWDY SANTEE L
6165 SOUTH STREET
EIGHT MILE, AL 36613

MOSELEY EUGENE A SR
5232 DREXEL DRIVE
MOBILE, AL 36693

K&J ENTEPRISES #5 LLC
6366 MUIR WOODS DRIVE S
MOBILE, AL 36693

DAVIS FREDDIE CRAWFORD
C/O KENRICK RICE
70 FAILE STREET APT 3E
BRONX, NY 10474

DAVIDSON CALVIN JR
225 JOSEPH AVE S
PRICHARD, AL 36610

MELMAN ESTATES, LLC
5441 DREXEL DRIVE
THEODORE, AL 36582

WYATT LEONARD C SR & GRACE Y
6427 MIDDLE RING COURT
MOBILE, AL 36608

GB4OPEHADY LLC
PO BOX 91866
MOBILE, AL 36691

TRENIER ALEXANDER G
10403 ROSEWOOD LANE
DAPHNE, AL 36526

RICHARDS IRVIN O JR
1103 HERCULES STREET
MOBILE, AL 36603

TURNER ROOSEVELT
5713 REGENTS DRIVE N
MOBILE, AL 36609-3275

PETTAWAY DEXTER F SR
5959 VAUGHN DRIVE E
SATSUMA, AL 36572

ALLEN ELEMUEL L OR DEBORAH
1613 CARLISLE COURT
MOBILE, AL 36618

COOK ROSIE
1608 WEST CARLISLE DRIVE
MOBILE, AL 36618

NEESE PURCHASE LLC
7 N BROAD STREET, UNIT D
MOBILE, AL 36602

IRBY MARTHA J/HARRIET
PRINCE/JANIE LEE EDWARDS
552 MAPLE STREET
MOBILE, AL 36603

BENNETT GABRELLA
2014 ORMERD ROAD
EIGHT MILE, AL 36613

BENNETT PECOLA
968 HERCULES STREET
MOBILE, AL 36603-5200

FRAZIER TERESA YVONNE
1056 HERCULES STREET
MOBILE, AL 36603-5230

DAVIDSON ARLENE J
1058 HERCULES STREET
MOBILE, AL 36603-5230

BROWN ANTIONETTE
1104 HERCULES STREET
MOBILE, AL 36603

MCCANTS DIANE
1101 HERCULES STREET
MOBILE, AL 36603

STATE OF ALABAMA
MONTGOMERY, AL 36130

SMITH LYNCH RICHLYN C
2103 BARRETTS LANE
MOBILE, AL 36617

LOFTON JO EMMA
1913 DICKERSON STREET
PRICHARD, AL 36610

LANG-WILSON HATTIE
2350 ROOSEVELT STREET
MOBILE, AL 36617

HOLT EVELYN M
PO BOX 556
CODEN, AL 36523

ALLWOOD TERENCE F
307 S DEARBORN STREET
MOBILE, AL 36603

CALVILLO ALEX
2308 EAST ROAD
MOBILE, AL 36693

HAYWOOD, EST OF SARAH
C/O MRS MARY S NELSON
1911 DR. MARTIN LUTHER KING JR
AVE
MOBILE, AL 36617

HILL NORMAN D
2404 HUFFMAN DRIVE W
MOBILE, AL 36693

Photos of Neighborhood Meeting signs

View of the Northwest corner of Monday Street (on the right) and Hercules Street (along the bottom of the picture) from the Southeast corner.

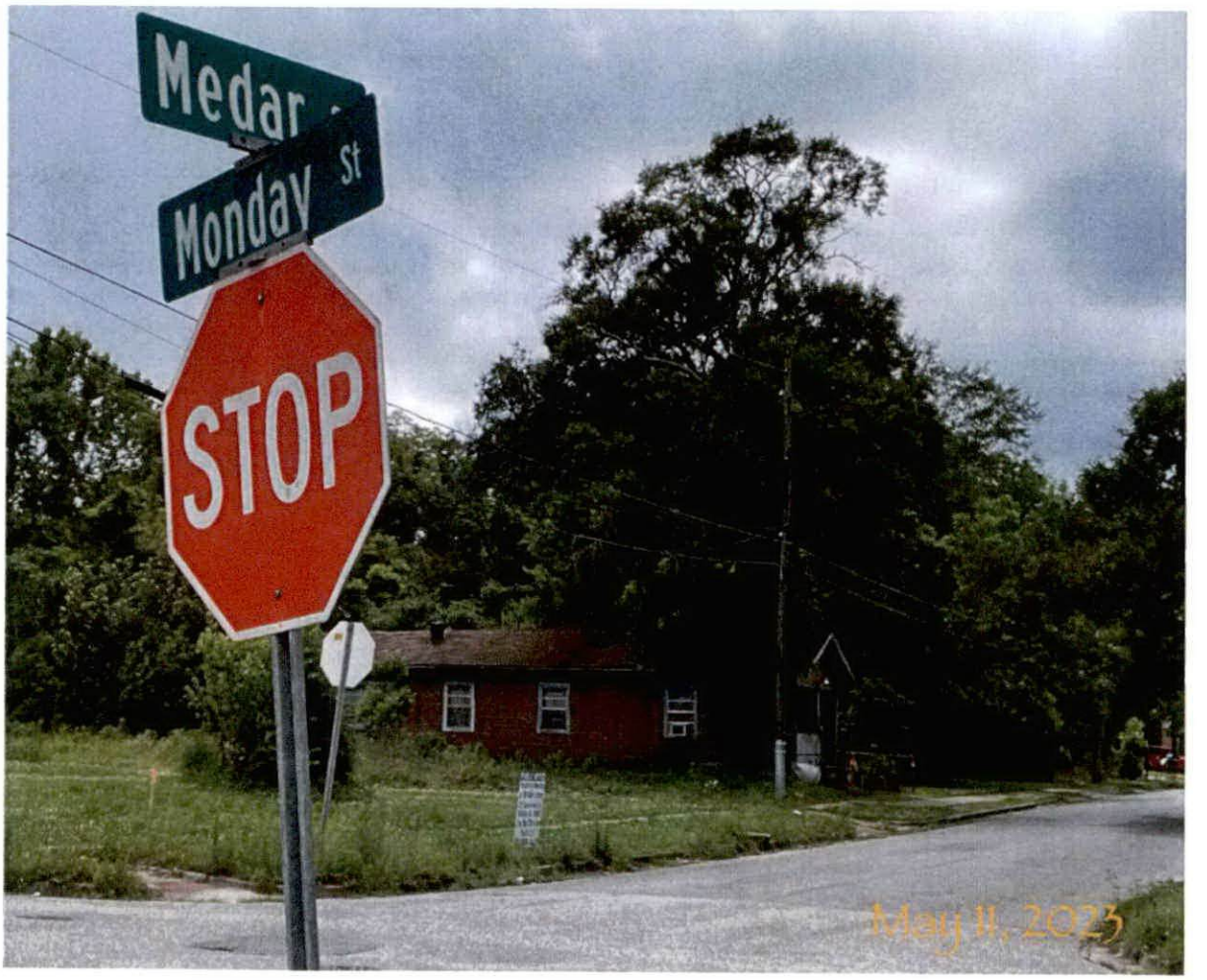
Sign on the North right of way of Hercules Street:

View of the West side of Monday Street (along the top) from the East side of Monday Street (along the bottom) about midway in the block.

Sign on the West right of way of Monday:

View of the Southwest corner of St. Madar Street (to the right) and Monday Street (along the bottom) from the Northeast corner of St. Madar Street and Monday Street.

Sign on the South right of way of St. Madar Street:



McCrory Williams
INCORPORATED
Engineers Surveyors

May 8, 2023
Neighborhood Meeting

Re: West side of Monday Street between St. Madar Street and Hercules Street
Georgia Hill, The K's Cornerstone Subdivision
Rezoning from Two-Family Residential (R-2) to Multi-Family Residential (R-3)

Dear Property Owner(s):

As required by Mobile Unified Development Code, this letter is to advise property owners within 300' of the above referenced property owned by Georgia Hill that she will hold a Neighborhood Meeting to inform said property owners of her request to the City of Mobile Planning Commission to Rezone her property from Two-Family Residential (R-2) to Multi-Family Residential (R-3) and to answer any questions they may have.

The meeting will be held in the Meeting Room at the Ben May Main Library (located at 701 Government Street, Mobile, AL 36602) on Tuesday, May 23, 2023 at 6:00 pm.

Any questions about the Neighborhood Meeting can be directed to:

McCrory & Williams, Inc.
Attn: Laura Davis
3207 International Drive, Suite G
Mobile, AL 36606
(251) 476-4720
lmdavis@mcwinc.com

or

Georgia Hill
(251) 605-9938
530jaja22@gmail.com

ZON-UDC-00210-2023

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ■ No Neighborhood Meeting documentation - N/A

---

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

	Applicant	Agent (If Applicable)
Name:	Georgia M. Hill	
Firm:	N/A	
Phone:	(251) 605-9938	
Email:	530jaja22@gmail.com	
Address:	902 S. Cawthon Street, Prichard, AL 36610	

	Owner	Design Professional
Name:	Same as applicant	Don Whittington
Firm:		McCrory & Williams, Inc.
Phone:		(251) 476-4720
Email:		dwhitt@mcwinc.com
Address:		3207 International Drive, Ste. G, Mobile, AL 36606

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

No improvements — Property Address

27,774 Sq.Ft. or 0.64+/- Acre — Property Area (acres or square feet)

R022906130002316., R022906130002317., R022906130002318., and R022906130002335.

Parcel Number(s) or Key Number(s)

R-2 — Present Zoning or Transect District

R-3 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No NOT APPLICABLE

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

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

Owner Signature — Date: 4/24/2023

Applicant or Agent Signature (if applicable) — Date

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

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

Applicant or Agent Signature — Date: 4/24/2023

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

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

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

S Planning Commission Application

☐ Neighborhood Meeting documentation

B Boundary Plan

B A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission

☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

There are single-family dwellings and two-family dwellings in this area. The owner wants to build two multi-family dwellings (townhouses) on this property - one building having four residences on each of the two proposed lots. This new construction in an area of existing roads, sidewalks, and infrastructure would support The Comprehensive Plan's First Principle Statement regarding a strong neighborhood "with a mix of housing types that provide for residents' diverse needs."

Mixed Density Residential — Future Land Use Map (FLUM) Designation

R-3 — Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.

Multi-family dwellings, such as townhouses, offer high levels of privacy, as do single-family dwellings, but living in such close proximity to your neighbors offers a lower maintenance lifestyle while creating close relationships. These close relationships foster the community's health, safety, and welfare.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The single-family dwellings in this area are part of the older subdivision, Fisher Tract. The two-family dwellings in this area are part of the Hope VI subdivision recorded in 2009. The multi-family dwellings are a natural progression for the neighborhood.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The single-family dwellings in this area are part of the older subdivision, Fisher Tract. The two-family dwellings in this area are part of the Hope VI subdivision recorded in 2009. The multi-family dwellings are a natural progression for the neighborhood.

2. Describe the surrounding land uses.

The surrounding property is R-2 (Two-family residential) except for directly across Monday Street, which is R-3 (Multiple-family residential).

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

The only potential adverse impact would be an increase in the number of cars pulling out onto Monday Street, but since it is a block from Dr. Martin Luther King, Jr. Avenue, that will be minimal.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

Available utilities: City water & sanitary sewer and overhead power.

Storm drainage: Site drains directly into the City of Mobile's storm drain system with inlets on Monday Street, Hercules Street, and St. Madar Street.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The owner is building these homes for her family. If they choose to live in the dwellings, it will provide multi-generational living. It will encourage a sense of community for the children that attend the elementary school across Dr. Martin Luther King, Jr. Avenue. If they do not choose to live in the dwellings, it will provide income for her family.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

DESCRIPTION:

THE EAST HALF OF LOT 7, AND ALL OF LOTS 8, 9, 10, AND 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1" OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET, RUN S67°38'12"E 102.68 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET AND THE WEST RIGHT OF WAY LINE OF MONDAY STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONDAY STREET, RUN S22°19'11"W 274.04 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF MONDAY STREET AND THE NORTH RIGHT OF WAY LINE OF HERCULES STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF HERCULES STREET, RUN N67°44'19"W 76.05 FEET TO A CAPPED (ROWE) REBAR; THENCE RUN N22°14'20"E 110.10 FEET TO A CAPPED (ROWE) REBAR FOUND ON THE SOUTH BOUNDARY OF LOT 9 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 9, BLOCK 12, FISHER TRACT, RUN N67°49'11"W 73.95 FEET TO A CAPPED (UNKNOWN) REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 9, BLOCK 12, FISHER TRACT, RUN N22°21'14"E 54.04 FEET TO A NAIL & FLAG WITH CAP FOUND AT THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 12, FISHER TRACT; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 9, BLOCK 12, FISHER TRACT, RUN S67°51'25"E 47.75 FEET TO A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF LOT 11 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 11, BLOCK 12, FISHER TRACT, RUN N22°09'40"E 110.08 FEET TO THE POINT OF BEGINNING. CONTAINING 27,774 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

Planning and Zoning City of Mobile

DESCRIPTION OF THE K'S CORNERSTONE TO BE REZONED FROM R-2 TO R-3:

THE EAST HALF OF LOT 7, AND ALL OF LOTS 8, 9, 10, AND 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1" OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 12, FISHER TRACT, AS PER PLAT RECORDED IN DEED BOOK 22 PAGES 332-333, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET, RUN S67°38'12"E 102.68 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE OF ST. MADAR STREET AND THE WEST RIGHT OF WAY LINE OF MONDAY STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONDAY STREET, RUN S22°19'11"W 274.04 FEET TO A CAPPED (ROWE) REBAR FOUND AT THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF MONDAY STREET AND THE NORTH RIGHT OF WAY LINE OF HERCULES STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF HERCULES STREET, RUN N67°44'19"W 76.05 FEET TO A CAPPED (ROWE) REBAR; THENCE RUN N22°14'20"E 110.10 FEET TO A CAPPED (ROWE) REBAR FOUND ON THE SOUTH BOUNDARY OF LOT 9 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 9, BLOCK 12, FISHER TRACT, RUN N67°49'11"W 73.95 FEET TO A CAPPED (UNKNOWN) REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 9, BLOCK 12, FISHER TRACT, RUN N22°21'14"E 54.04 FEET TO A NAIL & FLAG WITH CAP FOUND AT THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 12, FISHER TRACT; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 9, BLOCK 12, FISHER TRACT, RUN S67°51'25"E 47.75 FEET TO A CRIMP TOP IRON FOUND AT THE SOUTHWEST CORNER OF LOT 11 OF SAID BLOCK 12, FISHER TRACT; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 11, BLOCK 12, FISHER TRACT, RUN N22°09'40"E 110.08 FEET TO THE POINT OF BEGINNING. CONTAINING 27,774 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.

JUSTIFICATION:

THE NEIGHBORHOOD IS CHANGING AND EVOLVING. THE SINGLE-FAMILY DWELLINGS IN THIS AREA ARE PART OF THE OLDER SUBDIVISION, FISHER TRACT. THE TWO-FAMILY DWELLINGS IN THIS AREA ARE PART OF THE HOPE VI SUBDIVISION RECORDED IN 2009. THE MULTI-FAMILY DWELLINGS ARE A NATURAL PROGRESSION FOR THIS NEIGHBORHOOD. THAT MAKES IT NECESSARY AND DESIRABLE TO CHANGE THE ZONING TO R-3.

Application Submission
Contact Information

Name of Project: The K's Cornerstone

Address: No improvements

Owner: Georgia Hill

Address: 902 S. Cawthon Street Prichard, AL Zip Code: 36610

Phone: (251) 605-9938 Fax: _____ Email: 530jaja22@gmail.com

Authorized Agent: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: McCrory & Williams, Inc. Attn: Merlin Miller

Address: 3207 International Drive, Suite G Mobile, AL Zip Code: 36606

Phone: (251) 476-4720 Fax: (251) 476-4721 Email: mmiller@mcwinc.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

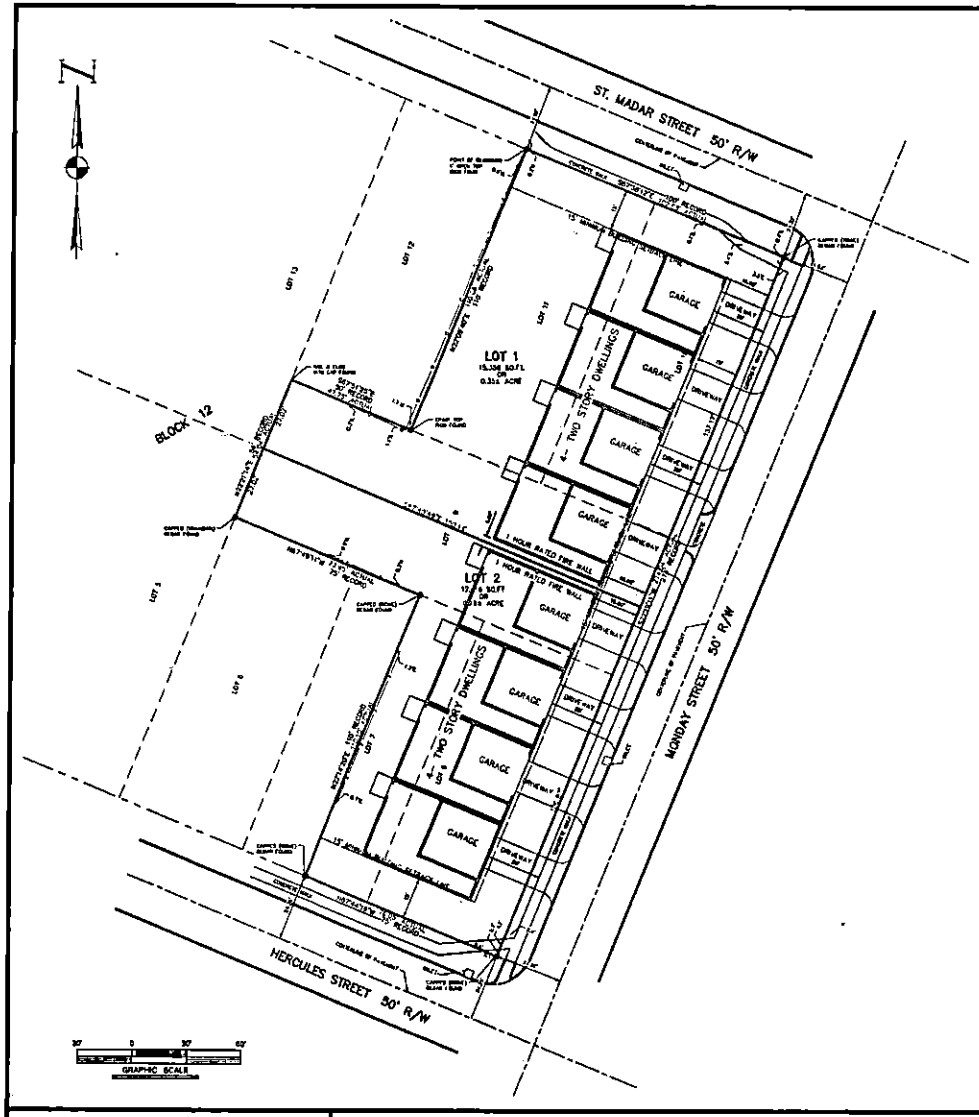
Submitted by:

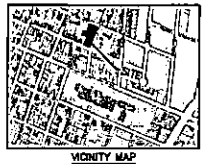
Laura M. Davis
Signature

Laura M. Davis
Print

04/28/2023
Date

Survey technician
Affiliation to project/Organization





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OWNER: GEORGIA M. HILL

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0558 L, COMMUNITY NO. 015007, DATED JUNE 6, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.

2. THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

3. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1 IN 7500) ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.

4. THIS DRAWING DOES NOT REFLECT ANY TITLE, EASEMENT OR RIGHT-OF-WAY RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
   NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

5. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

6. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD 83, US SURVEY FEET.

SUBDIVISION NOTES:

OWNER IS REQUESTING REDUCED MINIMUM BUILDING SETBACKS REDUCED TO 15 FEET ALONG ALL STREETS.

PROPERTY CURRENTLY ZONED R-2
PROPOSED ZONING R-3

UTILITIES
WATER & SEWER PROVIDED BY MAWSS
POWER PROVIDED BY ALABAMA POWER

SITE DATA
2-QUADPLEX BUILDINGS= 10,290 S.F. 37.01%
CONCRETE & PAVEMENT= 1,978 S.F. 7.12%
LANDSCAPING (GREEN SPACE)= 15,516 S.F. 55.87%
TOTAL SITE= 27,774 S.F 100%

QUADPLEX DATA
BUILDING FOOT PRINT-UNIT S.F. 1,285 x 4 = 5,140 S.F.

SITE DENSITY
10,280 / 27,774 = 37.01%

QUADPLEX UNIT DATA
GARAGE= 480 S.F.
1st STORY LIVING= 605 S.F.
2nd STORY LIVING= 1,285 S.F.
TOTAL OCCUPIED = 2,370 S.F.

PARKING SUMMARY (MULTIPLE-FAMILY)
SPACES REQUIRED
8 UNITS X 1.5 = 12 SPACES
SPACES PROVIDED
TOTAL PROVIDED= 16 SPACES

(#4127-2001 THE K'S CORNERSTONE - PRELIM REV.dwg)

REVISION

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mobile@mcsinc.com

#4127-2001

REZONING OF
THE K'S CORNERSTONE SUBDIVISION

SECTION 13, T4S-R1W, MOBILE COUNTY, ALABAMA

SCALE: 1"=20'	DATE: Apr. 28, 2023	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

02-29-08-13-0-002-316 & 02-29-08-13-0-002-318 & 02-29-08-13-0-002-320

HILL GEORGIA M
902 S. CAWTHON STREET
PRICHARD, AL 36610

COUSINS STEPHANIE D
2059 DR. MARTIN L KING JR AVE
MOBILE AL 36617

CLARA CRUM MAE
C/O DENNIS/SHIRLEY WHITE OR
REGINALD WHITEHEAD
1332 FAIRVIEW ROAD
ELLENWOOD, GA 30294

HARBOR HOLDINGS LLC
1058 PERSIMMON STREET
MOBILE, AL 36603

MOBILE HOUSING BOARD
PO BOX 1345
MOBILE, AL 36622

BEBLEY EDDIE
1100 HERCULES STREET
MOBILE, AL 36603

PERKINS MATTEW & CARMITA
1607 LINCOLN STREET
MOBILE, AL 36617

HOWARD BRENDA
858 SUMMERVILE STREET
MOBILE, AL 36617

DAVIS M L & SAMUEL JR
C/O ELLIS & BEATRICE DIXON
668 RUTH STREET
MOBILE, AL 36606-1251

ROBERTS CARRIE
1260 LINWOOD DRIVE E
MOBILE, AL 36605

DANIELS DAVIS JR
5724 VENDOME DRIVE S
MOBILE, AL 36609

HENDERSON DANIEL JR & DARLENE
1056 ST. MADAR STREET
MOBILE, AL 36603

HENDERSON DANIEL JR &
NISHAWNDRA S
1056 ST. MADAR STREET
MOBILE, AL 36603

JAMES TERRY & ALEXANDRA
MATHESON
1055 PECAN STREET
MOBILE, AL 36603

TTCC INVESTMENTS, LLC
7355 AIRPORT BLVD
MOBILE, AL 36608-4505

MCAFEE LENA
1153 HERCULES STREET
MOBILE, AL 36603

MANUEL WILLIE III
623 ENGLIST STREET
MOBILE, AL 36605

CITY OF MOBILE
ATTN: KERI KOUMANIS
LEGAL DEPT
PO BOX 1827
MOBILE, AL 36633

GASKIN BRUCE W
905 MINOR STREET
MOBILE, AL 36617

GOWDY SANTEE L
6165 SOUTH STREET
EIGHT MILE, AL 36613

MOSELEY EUGENE A SR
5232 DREXEL DRIVE
MOBILE, AL 36693

K&J ENTEPRISES #5 LLC
6366 MUIR WOODS DRIVE S
MOBILE, AL 36693

DAVIS FREDDIE CRAWFORD
C/O KENRICK RICE
70 FAILE STREET APT 3E
BRONX, NY 10474

DAVIDSON CALVIN JR
225 JOSEPH AVE S
PRICHARD, AL 36610

MELMAN ESTATES, LLC
5441 DREXEL DRIVE
THEODORE, AL 36582

WYATT LEONARD C SR & GRACE Y
6427 MIDDLE RING COURT
MOBILE, AL 36608

GB4OPEHADY LLC
PO BOX 91866
MOBILE, AL 36691

TRENIER ALEXANDER G
10403 ROSEWOOD LANE
DAPHNE, AL 36526

RICHARDS IRVIN O JR
1103 HERCULES STREET
MOBILE, AL 36603

TURNER ROOSEVELT
5713 REGENTS DRIVE N
MOBILE, AL 36609-3275

PETTAWAY DEXTER F SR
5959 VAUGHN DRIVE E
SATSUMA, AL 36572

ALLEN ELEMUEL L OR DEBORAH
1613 CARLISLE COURT
MOBILE, AL 36618

COOK ROSIE
1608 WEST CARLISLE DRIVE
MOBILE, AL 36618

NEESE PURCHASE LLC
7 N BROAD STREET, UNIT D
MOBILE, AL 36602

IRBY MARTHA J/HARRIET
PRINCE/JANIE LEE EDWARDS
552 MAPLE STREET
MOBILE, AL 36603

BENNETT GABRELLA
2014 ORMERD ROAD
EIGHT MILE, AL 36613

BENNETT PECOLA
968 HERCULES STREET
MOBILE, AL 36603-5200

FRAZIER TERESA YVONNE
1056 HERCULES STREET
MOBILE, AL 36603-5230

DAVIDSON ARLENE J
1058 HERCULES STREET
MOBILE, AL 36603-5230

BROWN ANTIONETTE
1104 HERCULES STREET
MOBILE, AL 36603

MCCANTS DIANE
1101 HERCULES STREET
MOBILE, AL 36603

STATE OF ALABAMA
MONTGOMERY, AL 36130

SMITH LYNCH RICHLYN C
2103 BARRETTS LANE
MOBILE, AL 36617

LOFTON JO EMMA
1913 DICKERSON STREET
PRICHARD, AL 36610

LANG-WILSON HATTIE
2350 ROOSEVELT STREET
MOBILE, AL 36617

HOLT EVELYN M
PO BOX 556
CODEN, AL 36523

ALLWOOD TERENCE F
307 S DEARBORN STREET
MOBILE, AL 36603

CALVILLO ALEX
2308 EAST ROAD
MOBILE, AL 36693

HAYWOOD, EST OF SARAH
C/O MRS MARY S NELSON
1911 DR. MARTIN LUTHER KING JR
AVE
MOBILE, AL 36617

HILL NORMAN D
2404 HUFFMAN DRIVE W
MOBILE, AL 36693

Agenda Item #: 3

SUB-002505-2023 & ZON-UDC-002510-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
Southwest corner of Monday Street and St. Madar Street, extending to the Northwest corner of Hercules Street and Monday Street

Subdivision Name (as applicable):
The K's Cornerstone Subdivision

Applicant / Agent (as applicable):
Georgia M. Hill

Property Owner:
Georgia Hill

Current Zoning:
R-2, Two-Family Residential Urban

Proposed Zoning (as applicable):
R-3, Multi-Family Residential Urban

Future Land Use:
Mixed Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development (as applicable):
Not Applicable

Proposal:

- Subdivision approval to create two (2) legal lots of record;
- Rezoning from R-2 to R-3
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with eight (8) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units.

APPLICATION NUMBER 3 DATE June 15, 2023

APPLICANT The K's Cornerstone Subdivision

REQUEST Subdivision, Rezoning from R-2 to R-3

N

NTS

SITE HISTORY

The Northwest portion of the site was granted a Use Variance in 1967 to allow the construction of a grocery store, which appears to have been built, and since demolished in 2005, with permits. Other than that, the site has not had any applications before the Planning Commission or Board of Adjustment.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the northeast corner of LOT 1 and at the southeast corner of LOT 2 to the City of Mobile, and list the amount of dedicated acreage in acres and square feet.

C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #74) LOTS 1 and 2 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 – 2,600 sf AND lot 2 – 2,300 sf.

D. 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.

E. 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.

F. 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.

G. 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.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

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.

Rezoning

No comments

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a 2-lot, 0.6±- acre subdivision. Both lots would front on existing public streets and exceed the minimum lot size for a newly platted property in an R-3, Multi-Family Residential Urban District. If approved, the lot sizes in both square feet and acres should be retained on the Final Plat. The subject site is served by public water and sanitary sewer services.

The site has frontage on Monday Street, St. Madar Street and Hercules Street, all minor streets with curb and gutter, and existing compliant 50-foot rights-of-way, making no frontage dedication necessary. However, up to a 25-foot radius curve may be required at the intersection of Monday Street and St. Madar Street, and at the intersection of Monday Street and Hercules Street, if determined necessary by City Engineering. The right-of-way widths of all streets should be retained on the Final Plat, if approved.

The preliminary plat shows a 15-foot minimum building setback line along all street frontages, which exceeds the 5-foot minimum for the proposed R-3, Multi-Family Residential Urban zoning classification under the Unified Development Code (UDC). If the proposed rezoning is denied, the 15-foot setback would still be appropriate for the current R-2, Two-Family Residential Urban zoning classification. The 15-foot minimum building setback line should be retained on the Final Plat, if approved.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be placed on the Final Plat stating these comments.

Rezoning

The subject site and all adjacent and surrounding properties were assigned R-2, Two-Family Residential zoning classifications with the adoption of the Zoning Ordinance in 1967. All have remained R-2, except those properties to the East directly across Monday Street, which were rezoned to R-3, Multi-Family Residential in 1969. All adjacent and surrounding properties, including those zoned R-3 directly across Monday Street, are in use as either single-family or two-family dwellings, other than vacant properties. If the proposed rezoning is approved, it could establish a precedent within the neighborhood for other vacant properties to be rezoned to R-3, Multi-Family Residential Urban.

The subject site is vacant, and the applicant is proposing to rezone it from R-2, Two-Family Residential Urban, to R-3, Multi-Family Residential Urban, to allow one (1) four-unit, two-story townhouse complex on each lot. Zoning review is not site plan specific, however site coverage on each lot would be below the 50% maximum allowed in R-3 Urban districts.

The site plan does not indicate any dumpster or trash compactors. If dumpsters or trash compactors are to be utilized, they must be placed outside of any setbacks and have a compliant enclosure. If none are proposed, a statement should be placed on the site plan stating that no dumpsters or trash compactors will be utilized, and all refuse collection will be either curbside service or private can collection service.

Each townhome is shown as having a one-car garage, with a single-aisle driveway. It should be noted that the driveways provide only 16.6 feet of parking depth between the front property line and the garage entrance. Parking for the development is required at a ratio of 1.5 parking spaces per dwelling unit. Parking spaces must be at least 18 feet deep and within the property line. The site plan should be revised to provide a compliant parking configuration.

As noted, a rezoning application is not site plan specific; however, if the property is rezoned, full compliance with the Unified Development Code (UDC), particularly Article 3, is required prior to submission for permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
2. Dedication of up to a 25-foot radius curve at the intersection of Monday Street and St. Madar Street, and at the intersection of Monday Street and Hercules Street, or as required by the City Engineer;
3. Retention of all right-of-way widths as depicted on the preliminary plat;
4. Retention of the 15-foot minimum building setback line along all street frontages on the Final Plat;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

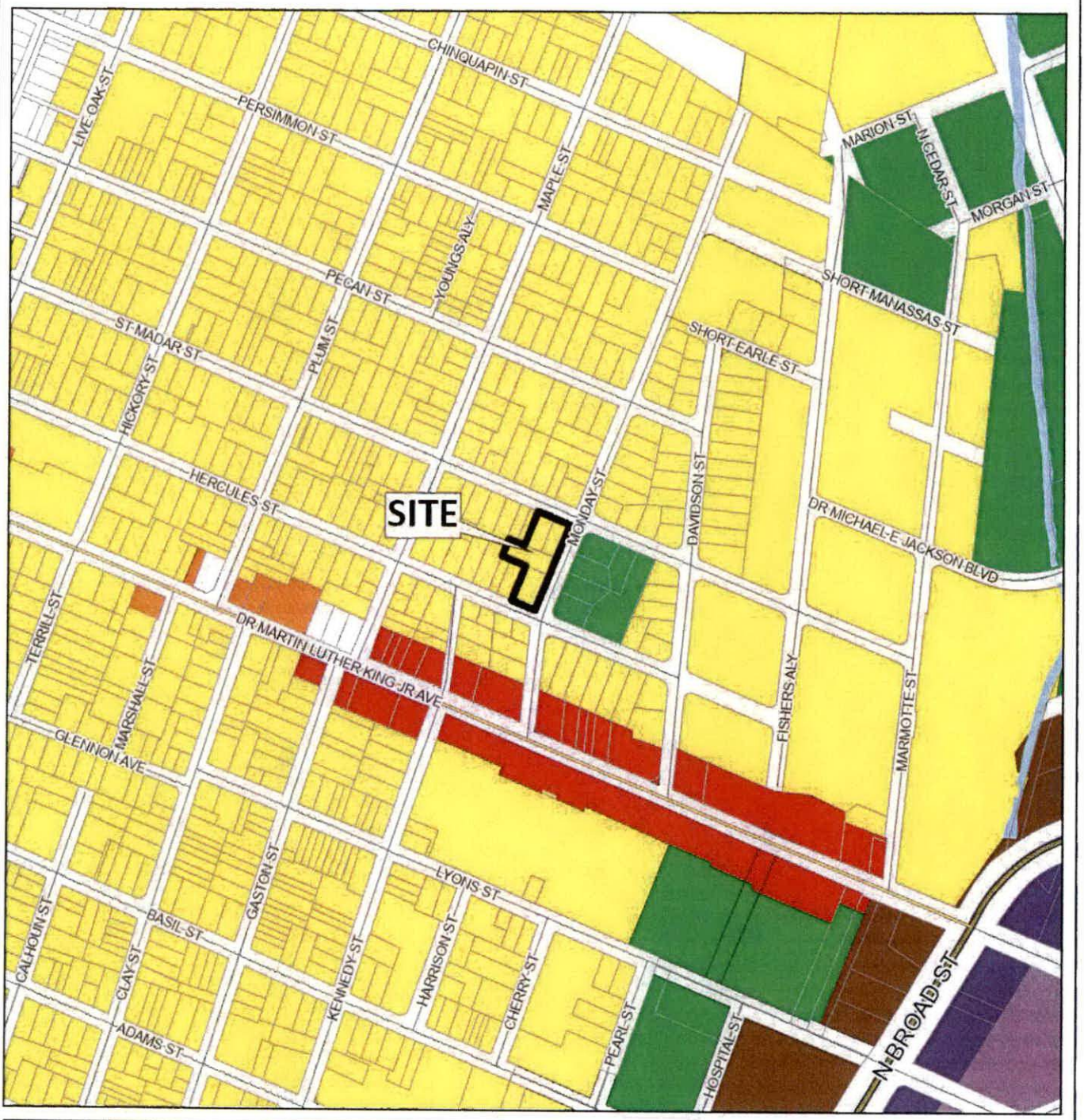
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

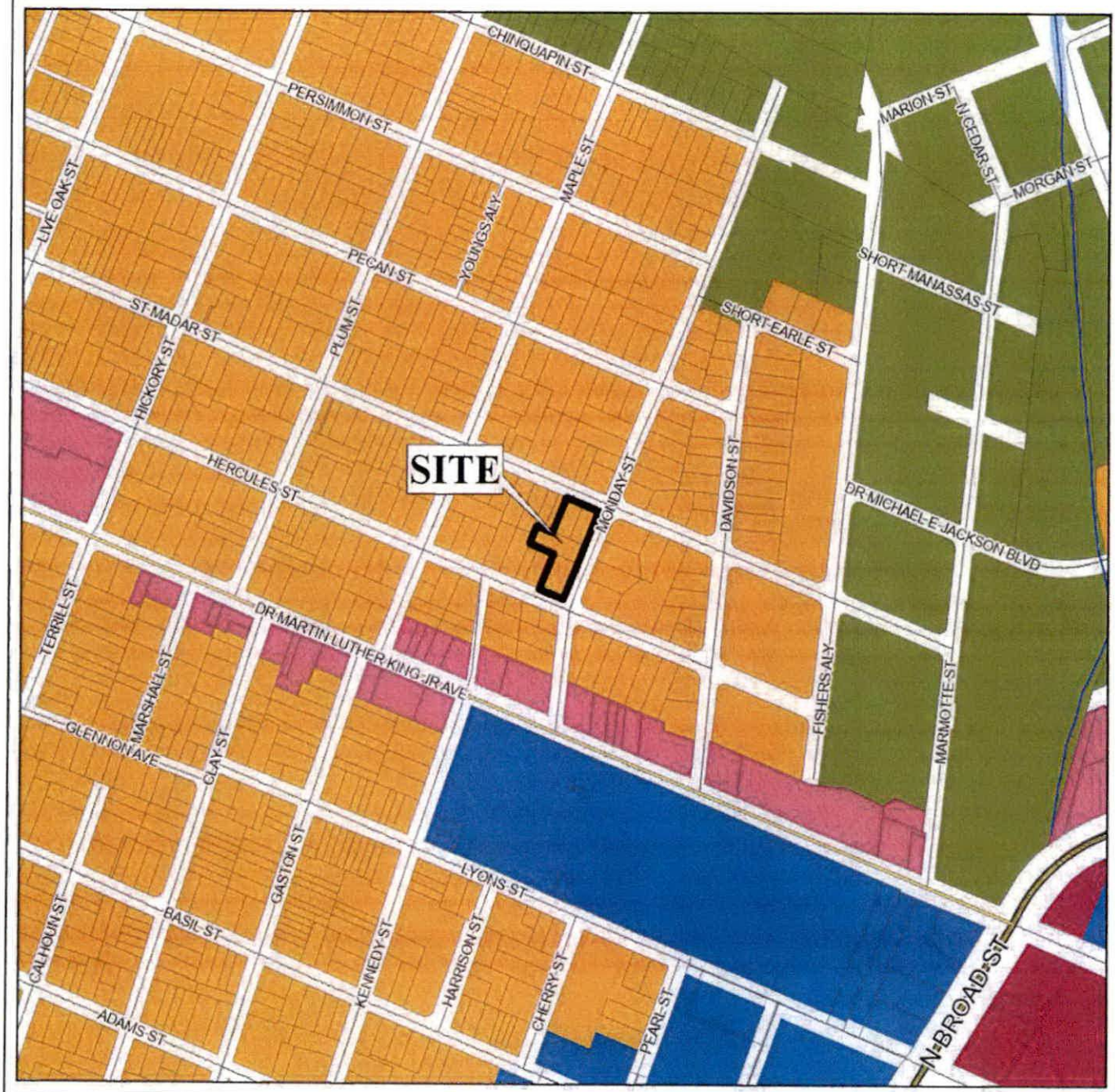
1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE June 15, 2023	N
APPLICANT The K's Cornerstone Subdivision	
REQUEST Subdivision, Rezoning from R-2 to R-3	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE June 15, 2023

APPLICANT The K's Cornerstone Subdivision

REQUEST Subdivision, Rezoning from R-2 to R-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by residential units.

APPLICATION NUMBER 3 DATE June 15, 2023

APPLICANT The K's Cornerstone Subdivision

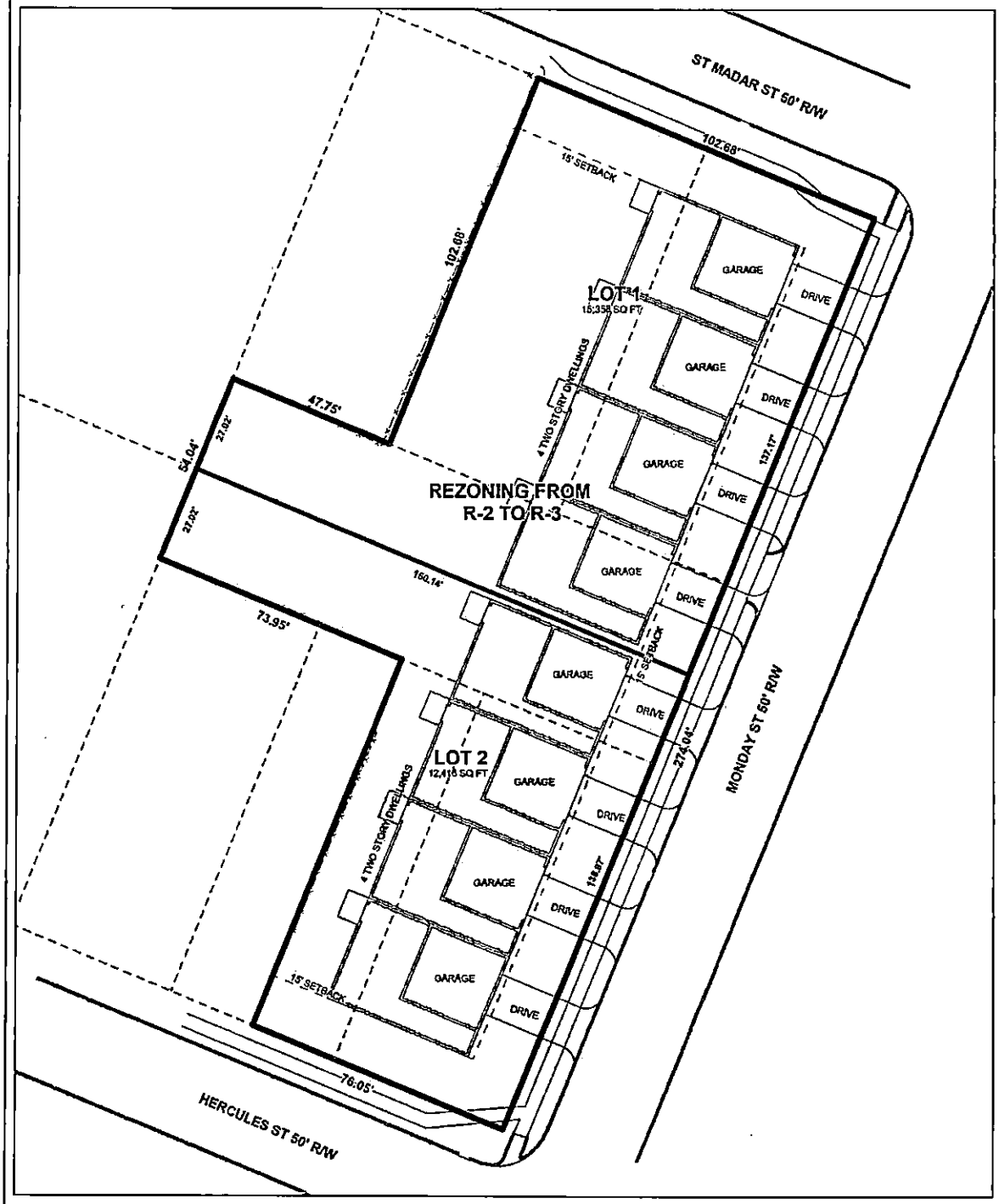
REQUEST Subdivision, Rezoning from R-2 to R-3

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

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, buildings, setbacks, and drives.

APPLICATION NUMBER 3 DATE JUne 15, 2023 APPLICANT The K's Cornerstone Subdivision REQUEST Subdivision, Rezoning from R-2 to R-3	N NTS

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

Zoning District Correspondence Matrix

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

MIXED DENSITY RESIDENTIAL (MxDR)

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Shayla Beaco

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Appointments for the Mobile Historic Development Commission for 2023

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

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	8/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	8/9/2023 - 1:07 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:06 PM
Legal	Kern, Chris	Approved	8/9/2023 - 1:07 PM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, William S. Stimpson, Mayor, pursuant to Mobile City Code Section 44-72(c), has nominated the below named individuals to serve on the Mobile Historic Development Commission;

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Mobile Historic Development Commission, as follows:

Virginia Behlen (*Ashland Place*) for a term ending August 2026

Virginia Edington (*Church Street East*) for a term ending August 2026

Alison Henry (*Leinkauf*) for a term ending August 2026

Jamie Betbeze (*Oakleigh Garden*) for a term ending August 2026

Stephen McNair (*Old Dauphin Way*) for a term ending August 2026

Jean Dodge (*At Large*) for a term ending August 2026

Joan Hoffman (*At Large*) for a term ending August 2026

Tim Maness (*At Large*) for a term ending August 2026

Jessica Fairley (*At Large*) for a term ending August 2025

Kimberly Knowles (*At Large*) for a term ending August 2025

Jeff Hartley (*Lower Dauphin Street Commercial*) for a term ending August 2025

Lynn Stewart (*At Large*) for a term ending August 2024

Peters Drey (*DeTonti Square*) for a term ending August 2024

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 9:43 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **310 HOSFELT LANE**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **310 Hosfelt Lane** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **310 Hosfelt Lane** to be **$9,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$9,800.00** shall constitute a special assessment against the property at structure **310 Hosfelt Lane** and being that property more particularly described as follows:

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

Parcel No.: **29 08 18 1 003 063**

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

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

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

Adopted:

_____

Lisa C. Lambert
City Clerk

May 23, 2023

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-063-22	**310 Hosfelt Lane**

Dear Ms. Lambert:

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

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

Parcel Number: **29 08 18 1 003 063**
Amount: ~~$ 9,600.00~~ $9,800.00
Assessed: SAMPSON JUANDA L C/O BUSH STEPHEN
1257 DABNEY DR
MOBILE AL 36605-1960

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

Sincerely yours,

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

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

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **August 15, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **310 Hosfelt Lane**, for the proposed amount of **$9,800.00**.

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

Lisa C. Lambert
City Clerk

1253 GLENNON AVENUE

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

Parcel number: 29 06 40 0 004 198.XXX

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

310 HOSFELT LANE

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

Parcel number: 29 08 18 1 003 063.XXX

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

1413 CHINQUAPIN STREET

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

Parcel number: 29 06 13 0 003 157.XXX

Owner: BUTLER ERIC
112 N CATHERINE ST
MOBILE AL 36604

122 MICHAEL DONALD AVENUE

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

Parcel number: 29 06 40 0 009 115.XXX

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

962 BERNICE HUDSON DRIVE

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

Parcel number: 29 10 37 0 007 308.XXX

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

1212 SENECA STREET

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

Parcel number: 29 10 37 0 006 052.XXX

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

111 S. CODY ROAD

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

Parcel number: 28 04 20 2 000 007.XXX

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

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

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

Sponsored by: Councilmember Small

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

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

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

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

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

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

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

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

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

Adopted:

_____
Lisa C. Lambert
City Clerk

May 30, 2023

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-164-20	**1212 Seneca Street**

Dear Ms. Lambert:

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

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

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

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

Sincerely yours,

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

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

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

Lisa C. Lambert
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Parcel number: 28 04 20 2 000 007.XXX

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Penn & Smalls and Mayor Stimpson

Purpose and Scope of Project:

To provide playground demolition at Fry Park & Mill Street Park

Amount of Contract:

$35,177.00 combined

Funding Source

Project # Fry Park & Mill Street Park - Playground Demolition PR-038-23

Discretionary Funds

Project String C0866 ($16,374.00) and C0595 ($18,803.00) (20002000-48010)

Contract Number:4559 (FRY), 4560 (MILL PK)

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-038-23 Fry Park & Mill Street Park - Playground Demolition	Cover Memo	7/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/27/2023 - 11:21 AM
Capital	Rhodes, Brenda	Approved	7/27/2023 - 11:47 AM
Legal	Kern, Chris	Approved	7/27/2023 - 1:07 PM
Mayors	Barber, James	Approved	7/27/2023 - 3:39

Office PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmembers Cory Penn & C.J. Smalls

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:	MICOR, INC d/b/a MDS CONSTRUCTION, INC
Project Name:	FRY PARK & MILL STREET PARK – PLAYGROUND DEMOLITION
Project Number:	PR-038-23
Amount:	$35,177.00 combined

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP FRY PARK PLAYGROUND DEMOLITION

CAPITAL PROJECT #: C0866 (20002000-48010)

CONTRACT AMOUNT: $16,374.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-038-23

PROJECT DESCRIPTION: FOR THE DEMOLITION OF THE PLAYGROUND AT FRY PARK (1114 WEST GIMON ST).

VENDOR NAME: MICOR, INC d/b/a MDS CONSTRUCTION, INC.

VENDOR NUMBER: 274590

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 7/18/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MILL ST PK DRAINAGE& PLAYGROUND

CAPITAL PROJECT #: C0595 (20002000-48010)

CONTRACT AMOUNT: $18,803.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-038-23

PROJECT DESCRIPTION: FOR THE DEMOLITION OF THE PLAYGROUND AT MILL STREET PARK (2665 MILL ST).

VENDOR NAME: MICOR, INC d/b/a MDS CONSTRUCTION, INC.

VENDOR NUMBER: 274590

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 7/18/2023

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

This Agreement made and entered into this _____ day of _____, 20____.

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

And the **Contractor**: Micor, Inc. d/b/a MDS Construction, Inc.
P. O. Box 729
Silverhill, Alabama 36576

City Business License No.: 049492
Secretary of State Registration No.: 000-218-110

For the following **Project**: Fry Park & Mill Street Park – Playground Demolition
Fry Park: 1114 West Gimon Street, Mobile, Alabama 36605
Mill Street Park: 2665 Mill Street, Mobile, Alabama 36607

Project Number: PR-038-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. **The total contract amount is Thirty-Five Thousand One Hundred Seventy-Seven and no/100 Dollars ($35,177.00)** for Fry Park for Sixteen Thousand Three Hundred Seventy-Four and no/100 Dollars ($16,374.00), which includes a Contingency Allowance of Five Hundred and no/100 Dollars ($500.00), and Mill Street Park for Eighteen Thousand Eight Hundred Three and no/100 Dollars ($18,803.00), which includes a Contingency Allowance of Five Hundred and no/100 Dollars ($500.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Thirty (30) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably

submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the

terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

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

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE
For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held

from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Micor, Inc. d/b/a MDS Construction, Inc. has completed the contract PR-038-23 for Fry Park & Mill Street Park – Playground Demolition in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:
1. Request for Quotes documents, dated February 12, 2023, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No. 1, dated February 22, 2023;
3. Alabama Secretary of State Business Entity Record;

4. E-Verify Documentation;
5. Certificate of Insurance with Endorsements; and
6. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

Legal Name of Party to Contract:
OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

CONTRACTOR: Micor, Inc. d/b/a MDS Construction, Inc.

By Signature

Michael D. Small, Owner/President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned a Notary Public in and for said County and State, personally appeared MICHAEL D. SMALL as PRESIDENT of Micor, Inc. d/b/a MDS Construction, Inc., and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 05 day of JUNE, 2023.

NOTARY PUBLIC
My Commission Expires: 04/03/2025

ROBERT D. SMITH NOTARY PUBLIC ALABAMA STATE AT LARGE

Robert D. Smith
Notary Public, Alabama State At Large
My Commission Expires April 3, 2025

(For use on State and Municipal projects)

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: 66410601

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, MICOR INC DBA MDS CONSTRUCTION of 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091, as Principal, and the Auto-Owners Insurance Company, a corporation organized under the laws of the State of Michigan, and having its principal office in the city of Lansing, Michigan, as Surety, are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827, as Obligee, in the penal sum of thirty five thousand one hundred seventy seven and xx/100 Dollars ($35,177.00), lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind ourselves, our successors, administrators and assigns, firmly by these presents.

WHEREAS, the aforesaid Principal has entered into a certain written contract with the aforesaid Obligee dated 22nd day of June, 2023 for furnishing all labor and materials for FRY PARK & MILL STREET PARK- PLAYGROUND DEMOLITIONFRY PARK: 1114 WEST GIMON STREET MOBILE AL 36605MILL STREET PARK: 2665 MILL STREET, MOBILE AL 36607 which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall pay or cause to be paid all indebtedness which may arise from him to any subcontractor or to any person, firm or corporation performing labor or furnishing materials or supplies furnished in the performance of said contract then this obligation shall be void, otherwise to remain in full force and effect.

THIS BOND is further conditioned that the liability of the Surety shall not be affected by any extensions of time and notice of any such extensions of time is hereby waived by the Surety.

NON-ASSESSABLE. This bond is non-assessable and the premiums designed herein and in the endorsements attached hereto are the only premiums for which the Principal or Obligee shall be liable.

PARTICIPATING. The Principal or Obligee shall be entitled to an equitable participation in the funds of the Company in excess of the amounts required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law; such distribution shall be made by the Company only in accordance with the decision of the Directorate acting under the insurance laws and under the charger of the Company.

SIGNED, SEALED and DATED this 22ND day of JUNE, 2023.

MICOR INC
Principal

By _____

Auto-Owners Insurance Company
Surety

By Niki Conway
Niki Conway
Attorney-in-Fact

2928 (01-18)

(For use on PUBLIC projects)

Auto-Owners INSURANCE

LIFE · HOME · CAR · BUSINESS

BOND NUMBER: 66410601

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, MICOR INC DBA MDS CONSTRUCTION of 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091 as Principal(s), hereinafter called Principal, and Auto-Owners Insurance Company, a Michigan corporation, of Lansing, Michigan, as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827 as Obligee, hereinafter called Obligee, in the penal sum of thirty five thousand one hundred seventy seven and xx/100 Dollars ($35,177.00), lawful money of the United States of America, for the payment whereof, 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 Principal has entered into a contract with the Obligee, dated the 22nd day of June, 2023 for FRY PARK & MILL STREET PARK- PLAYGROUND DEMOLITIONFRY PARK: 1114 WEST GIMON STREET MOBILE AL 36605MILL STREET PARK: 2665 MILL STREET, MOBILE AL 36607 which contract and the plans and specifications are by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the contract, or an other forbearance on the part of either executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extension of time or of forbearance being hereby waived.

SIGNED AND SEALED this 22ND day of JUNE, 2023.

MICOR INC
Principal

By _____

Auto-Owners Insurance Company
Surety

By Niki Conway
Niki Conway
Attorney-in-Fact

2983 (01-18)

Auto-Owners INSURANCE
LIFE • HOME • CAR • BUSINESS

BOND NUMBER: 66410601

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, that we, MICOR INC DBA MDS CONSTRUCTION 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company, a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of ALABAMA, (hereinafter called the Surety), are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827 (hereinafter called the Obligee), in the full and just sum of thirty five thousand one hundred seventy seven and xx/100 ($35,177.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 22nd day of June, 2023 for FRY PARK & MILL STREET PARK- PLAYGROUND DEMOLITIONFRY PARK: 1114 WEST GIMON STREET MOBILE AL 36605MILL STREET PARK: 2665 MILL STREET, MOBILE AL 36607 which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, said contract has been completed, and was approved on the 22nd day of June, 2023.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of twelve months following completion of the contract, then this obligation shall be void, otherwise to remain in full force and effect, provided, however, any additional warranty or guarantee, whether expressed or implied, is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

SIGNED AND SEALED this 22ND day of JUNE, 2023.

By Emma Jo Small
Witness

By
MICOR INC
Principal

Title

Auto-Owners Insurance Company

Susan E. Theisen
Susan E. Theisen
Witness

By Niki Conway
Niki Conway
Attorney-in-Fact

29296 (12-18)

Auto-Owners Insurance
Life Home Car Business

Bond Number 66410601

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 22ND day of JUNE, 2023, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

SANDRA M. JONES
NOTARY PUBLIC
COUNTY OF EATON
My Commission Expires
July 16, 2025
Acting in the
County of
STATE OF MICHIGAN

Sandra M. Jones

Sandra M. Jones
Notary Public in the State of Michigan
County of Eaton

SANDRA M. JONES
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires July 16, 2025
Acting in the county of Eaton

Print Date: **06/22/2023** Print Time: **03:37:03 PM**

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. 66410601

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the 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. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Andrea Lindemeyer — Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

SANDRA M. JONES NOTARY PUBLIC COUNTY OF EATON My Commission Expires July 16, 2025 Acting in the County of ____ STATE OF MICHIGAN

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires July 16th, 2025.

Sandra M. Jones — Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 22nd day of June, 2023.

AUTO-OWNERS INSURANCE SEAL LANSING, MICHIGAN

William F. Woodbury, First Vice President, Secretary and General Counsel

Alabama Secretary of State

Micor, Inc.	
Entity ID Number	000 - 218 - 110
Entity Type	Domestic Corporation
Principal Address	DAPHNE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	07/30/2001
Registered Agent Name	SMALL, MICHAEL D
Registered Office Street Address	127 ROLLING HILL DR DAPHNE, AL 36526
Registered Office Mailing Address	Not Provided
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	---
Incorporators	
Incorporator Name	SMALL, MICHAEL D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/30/2001 Certificate of Formation 2 pgs.

New Search

E-Verify

Company ID Number: 562944

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer MICOR INC.	
MICHAEL SMALL	
Name (Please Type or Print)	Title
Electronically Signed	05/29/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	05/29/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	MICOR INC.
Company Facility Address:	9837 SURBURBAN FAIRHOPE, AL 36532
Company Alternate Address:	

E-Verify

Company ID Number: 562944

County or Parish:	[illegible]
Employer Identification Number:	[illegible]
North American Industry Classification Systems Code:	238
Administrator:	
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))

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2023

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

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

PRODUCER
Valent Group, LLC
1110 Montlimar Drive
Suite 400
Mobile AL 36609

CONTACT NAME: Amy Harris
PHONE (A/C, No, Ext): (251) 544-7245 **FAX (A/C, No):** (251) 343-0563
E-MAIL ADDRESS: aharris@valentgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : Auto Owners Insurance Company	18988
INSURER C : AL Home Builders SIF	Fund
INSURER D : Safety National Casualty Corporation	15105
INSURER E :	
INSURER F :	

INSURED
Micor Inc
PO Box 729
Silverhill AL 36576-0729

COVERAGES **CERTIFICATE NUMBER:** CL236644215 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	38541487	05/15/2023	05/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	4454148700	06/25/2022	06/25/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	4454148701	05/15/2023	05/15/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C/D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	17228-00/SP4065837	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			38541487	06/01/2023	05/15/2024		100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PR-038-23 Fry Park and Mill Street Park Playground Demolition

City of Mobile is included as an Additional Insured in respect to General Liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employers Liability. 30 day notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

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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ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES
February 12, 2023

The City of Mobile will receive quotes for the following Project:

Project Name:	Fry Park & Mill Street Park – Playground Demolition
Project Location:	Fry Park: 1114 W. Gimon Cir, Mobile, AL 36605 Mill Street Park: 2665 Mill St, Mobile, AL 36607
Project Number:	PR-038-23

Summary of Work: Include the furnishing of all labor, materials, tools and equipment necessary for a complete playground demolition as outlined in this RFQ document.

- Remove all components of the playground including the structure, footings, mulch, and playground perimeter. Backfill and compact footing holes as required to match existing surrounding grade.
- Remove park benches and trash receptacles, directly associated with the playground.
- Grade and level area to match existing surrounding grade and create positive drainage. Contractor is responsible for providing and installing 4" of topsoil over required amount of sandy-clay mix as required to fill area to the appropriate grade. (Submittal required for review)
- Seed all disturbed areas with ALDOT spring grass mixture and mulch. (Submittal required for review)

Important Dates:

Pre-Quote Meeting:	Thursday, February 16, 2023 at 10:00 AM.
Quotes Due:	Wednesday, March 1, 2023 at 2:15 PM.

Examination of Documents: Before submitting a Quote, its is recommended that Contractors attend the Pre-Quote meeting. Contractors shall carefully examine this RFQ (including attachments), visit the site, 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:

- Quote Form
- Image 1 – Fry Park - Site Location
- Image 2 – Fry Park - Schematic Site Plan
- Image 3 – Fry Park - Existing Site Conditions
- Image 4 – Mill Street Park - Site Location
- Image 2 – Mill Street Park - Schematic Site Plan
- Image 6 – Mill Street Park - Existing Site Conditions
- Supplier Diversity Subcontracting & Major Supplier Plan
- Standard Form of Agreement Between Owner and Contractor
- City of Mobile Insurance Requirements Contractor
- 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 (if bonds are required)
- Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

Pre-Quote meeting shall be held on **Thursday, February 16, 2023 at 10:00 AM.**, meet at Mill Street Park, 2665 Mill St, Mobile, AL 36607, followed by Fry Park at 1114 W. Gimon Cir, Mobile, AL 36605. Contractors shall not park in the grass. Contractors are recommended to have a representative present and sign-in in order to receive addendum. Contractors shall view and verify all existing conditions during the Pre-Quote meeting. No additional site visits are scheduled, but may be arranged with the Project Manager upon request. Request for Quotes are on file and may be examined and obtained from the following: https://www.cityofmobile.org/bids

This is NOT a tax-exempt project. Quoters shall include sales and use taxes in their quote amount.

Contractors may use on-site utilities and facilities, such as power, water, staff restrooms and designated parking areas if available. Lock and secure vehicles and tools while working at the park. 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 park will remain in use during the construction period, the area must be clear of tools, debris and materials at all times to ensure a safe work site. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and park regulations.

The Contractor shall deliver the work complete within thirty (30) calendar days from the date of the written Notice of Proceed.

A. In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the receiving quotes, the Apparent Low Quoter Contractor shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Quoter shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

B. It is unlikely that the Contractor will be allowed additional construction days due to inclement conditions ("rain days"), because of the critical completion date of the project. However, the Contractor may submit such requests, but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.

Allowance(s):
Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):
Quotes for the above Scope of Work will be received until **2:15 PM on Wednesday, March 1, 2023,** in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than $50,000 may be submitted in person, faxed, e-mailed or mailed to the Project Manager at the address indicated. Quotes $50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for $50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

A. No 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 bid opening date to award contract.

Bond Requirements:
For contracts that exceed $10,000.00, 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.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)

2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)

3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)

4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (Documents attached). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: https://www.cityofmobile.org/bids/vendor-

For **Payment**(s), submit one (1) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor.) Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be

equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars ($50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Contracts over $50,000, the Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

The "Notice of Final Completion" shall read as follows:

> STATE OF ALABAMA
> COUNTY OF MOBILE
> NOTICE OF COMPLETION
> In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given, that (COMPANY NAME) has completed the contract for **Fry Park & Mill Street Park – Playground Demolition, PR-038-23, in Mobile, Alabama**. 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.

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.

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 warrantees, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims - G706
2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

Contact the Project Manager, Roger Washington, at the City of Mobile, Architectural Engineering Department, 251-208-7812 phone, 251-214-1488 mobile, or e-mail roger.washington@cityofmobile.org for further clarification regarding this Request for Quotes.

Fry Park & Mill Street Park – Playground Demolition
Fry Park: 1114 W. Gimon Cir, Mobile, AL 36605
Mill Street Park: 2665 Mill St, Mobile, AL 36607
PR-038-23

QUOTE FORM:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax #:** _____

City of Mobile Business License No.: _____

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated _____, and all Addendum(a) No(s)_____ dated _____, 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 Contractor shall deliver the work complete within thirty (30) calendar days from the written Notice to Proceed.

Quoters shall include sales and use taxes.

Quotes shall be provided in whole dollar amount with no cents.

Fry Park Quote Amount: _____
Amount in Words
_____ Dollars & No Cents $_____.00

Contingency Allowance: Five Hundred Dollars & No Cents $ 500.00
Amount in Words Amount in #'s

Fry Park Total Base Quote Amount: _____
Amount in Words
_____ Dollars & No Cents $_____.00
Amount in #'s

Mill Street Park Quote Amount: _____
Amount in Words
_____ Dollars & No Cents $_____.00

Contingency Allowance: Five Hundred Dollars & No Cents $ 500.00
Amount in Words Amount in #'s

Mill Street Park Total Base Quote Amount: _____
Amount in Words

_____ Dollars & No Cents $_____.00
Amount in #'s

Total Base Quote Amount: _____
Amount in Words

_____ Dollars & No Cents $_____.00
Amount in #'s

Contact Phone #: _____ **Cell #:** _____

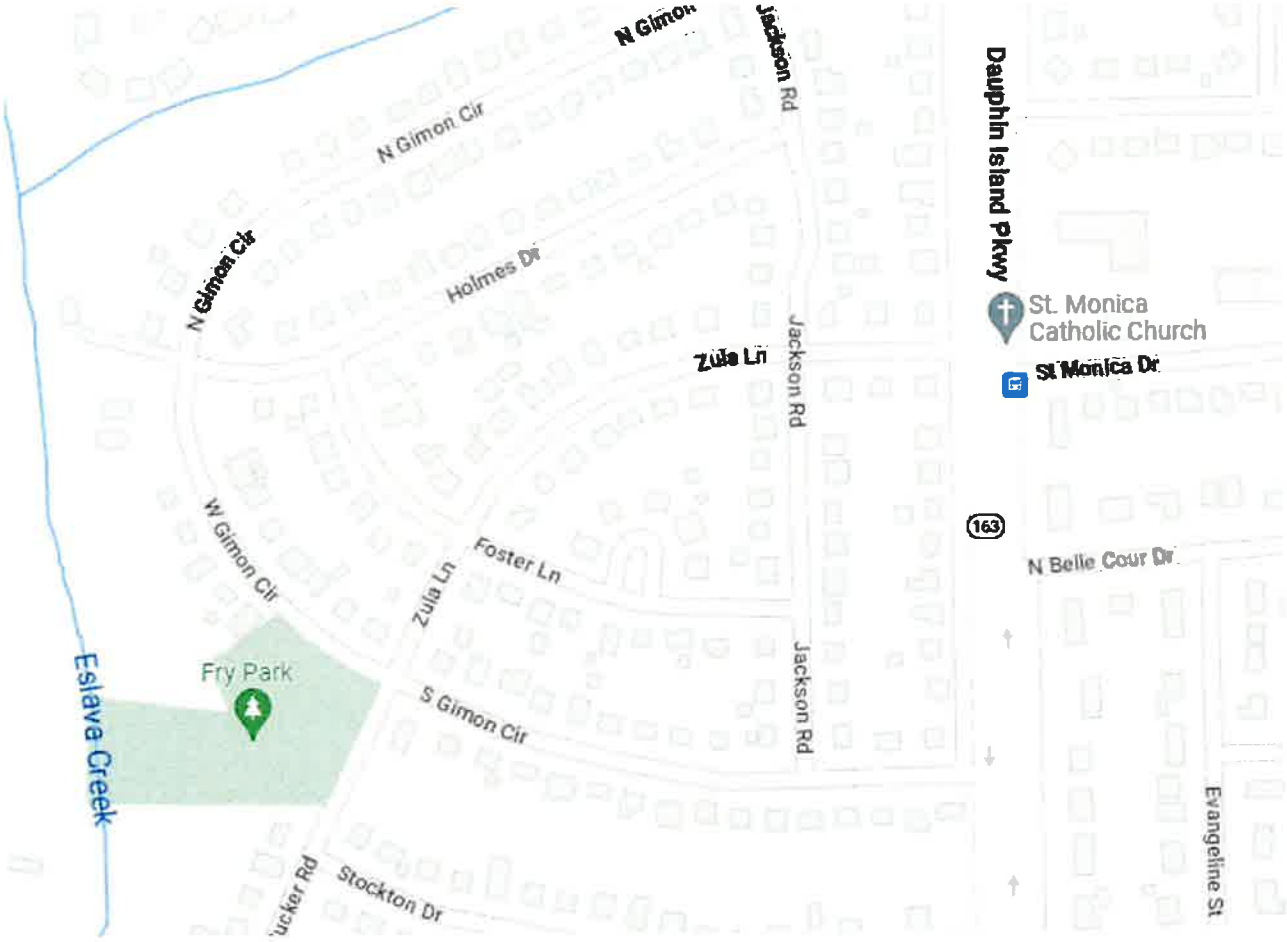
E-mail Address: _____

Signature: _____ **Date**: _____

Printed Name: _____ **Title:** _____

Fry Park - Playground Demolition
1114 W Gimon Cir, Mobile, AL 36605
PR-038-23

Image 1 - Site Location



Fry Park - Playground Demolition
1114 W Gimon Cir, Mobile, AL 36605
PR-038-23

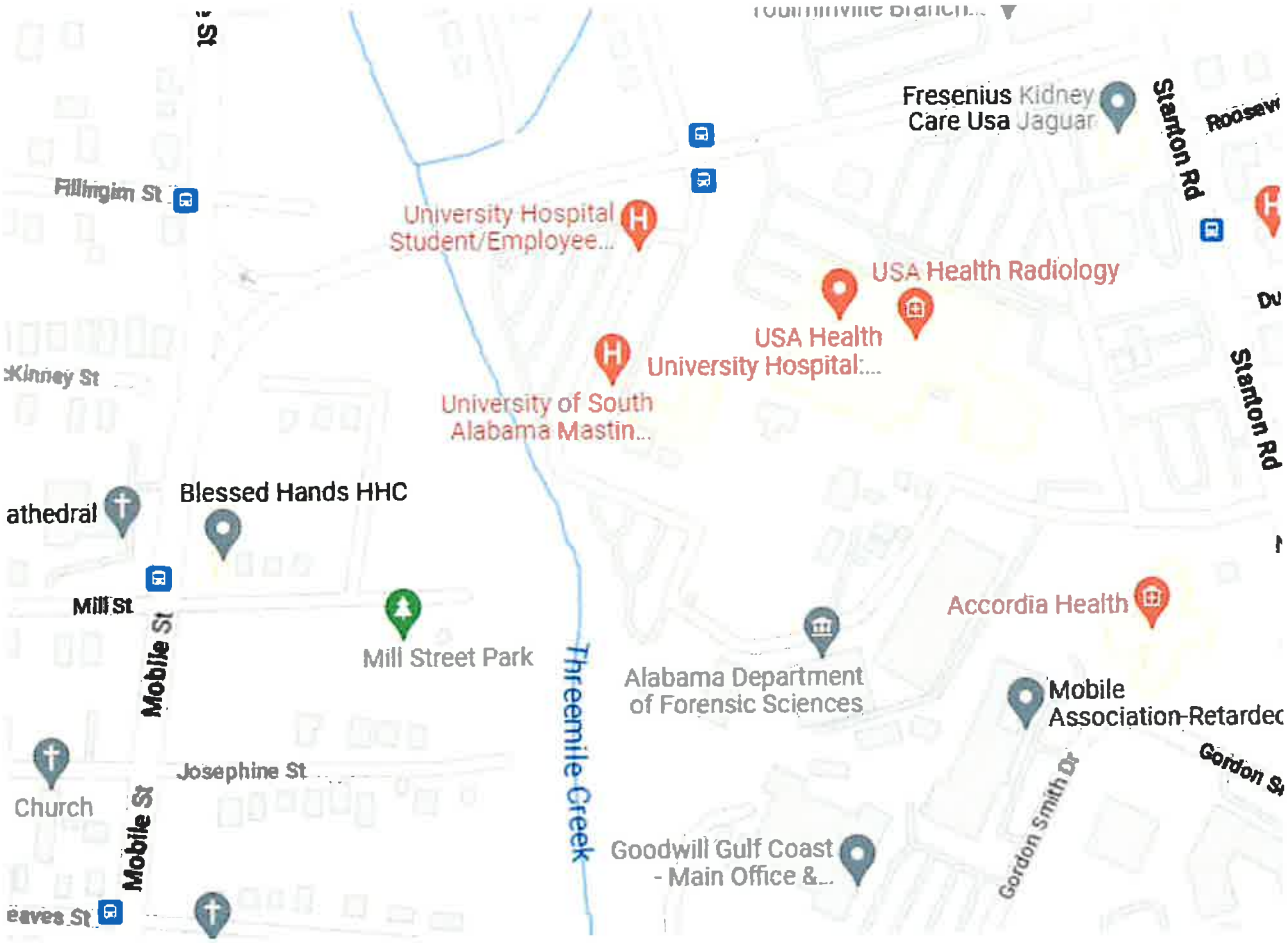
Image 2 - Schematic Site Plan

Fry Park - Playground Demolition
1114 W Gimon Cir, Mobile, AL 36605
PR-038-23

Image 3 - Existing Site Conditions

Mill Street Park - Playground Demolition
2665 Mill St, Mobile, AL 36607
PR-038-23

Image 4 - Site Location



Mill Street Park - Playground Demolition
2665 Mill St, Mobile, AL 36607
PR-038-23

Image 5 - Schematic Site Plan

Mill Street Park - Playground Demolition
2665 Mill St, Mobile, AL 36607
PR-038-23

Image 6 - Existing Site Conditions

Image 1: Fry Park

Image 2: Mill Street Park

Image 3: Mill Street Park

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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.

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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: _____ Title: _____

Email: _____ Phone: _____

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

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

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

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

This Agreement made and entered into this_____.

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

And the **Contractor**:

City Business License No.:

Secretary of State Registration No.:

For the following **Project**: Fry Park & Mill Street Park – Playground Demolition
Mobile, Alabama

Project Number: PR-038-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is _____ and xx/100 Dollars ($_____), which includes a Contingency Allowance of One Thousand Dollars and no/cents ($1,000.00), divided as follows: Five Hundred and x/100 ($500.00) for Fry Park, and Five Hundred and x/100 ($500.00) for Mill Street Park.

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required

for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Thirty (30) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

D. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication, or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained,

unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of 3% of insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that

said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 **BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current

version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

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

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE
For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION
(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Fry Park & Mill Street Park – Playground Demolition, PR-038-23, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A._Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated February 12, 2023, as prepared by the City of Mobile Architectural Engineering Department and _____;
2. Addendum No ___, dated _____, and Addendum No ___, dated _____; and Addendum No _____, dated_____, etc.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: _____

_____
By Signature

_____
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this _____ day of _____, 20_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

City of Mobile Insurance Requirements
Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Builder's Risk Insurance

1. *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.*
2. *Policy provisions and the Certificate of Insurance shall be provided to the Owner.*

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates 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.

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Project Numb

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 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, Alabama 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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The ACORD name and logo are registered marks of ACORD

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, _____, _____, _____, hereinafter called the Principal, and _____ _____, 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 _____ and xx/100 Dollars ($_____.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 _____, 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 Park & Mill Street Park – Playground Demolition, PR-038-23, in Mobile, Alabama 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 _____, 2021.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

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

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

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, _____, _____, _____, as Principal, and _____, 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 _____ and xx/100 ($_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Park & Mill Street Park – Playground Demolition, PR-038-23, in Mobile, Alabama, 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 _____ **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 _____, 2021

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)

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

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

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

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

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

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

FINAL _____

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

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

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

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

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

DRAFT

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

Contract #

CONTRACT INFORMATION:
Contract For: Construction
Date:

CERTIFICATE INFORMATION:
Certificate Number: 001
Date:

OWNER: *(name and address)*
City of Mobile - AE Department
P. O. Box 1827
Mobile, Alabama 36633

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
See attached punch list.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE
City of Mobile		Kimberly Harden, Director	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied 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 Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
		CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

MOBILE
ALABAMA

Addendum No. 1

To: Pre-Quote Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Fry Park & Mill Street Park – Playground Demolition
Project #PR-038-23

Date: February 22, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated February 12, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

Clarifications:

Item 1. The Pre-Quote Meeting Agenda ***with Modifications*** and Pre-Quote Meeting Attendance Roster, dated February 12, 2023 are attached and form part of Addendum No. 1. Revisions to the Pre-Quote Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

General:

Item 1. Fry Park: The Contractor shall remove/demolish the existing shrubs between the existing playground bumpers and concrete sidewalk.

Item 2. Fry Park: The Contractor shall replace the existing valve box and cover, new. The existing drinking fountain is to remain in place.

Item 3. Mill Street Park: The Contractor shall remove the two tree indicated in the attached images.

Attachments:

1. Pre-Quote Meeting Agenda with Modifications
2. Pre-Quote Meeting Attendance Roster
3. Image 1: Fry Park
4. Image 2: Fry Park
5. Image 3: Mill Street Park
6. Image 4: Mill Street Park

END OF ADDENDUM NO. 1

FRY PARK & MILL STREET PARK
PLAYGROUND DEMOLITION
PR-038-23

PRE-QUOTE MEETING

10:00 am February 16, 2023,
Fry Park: 1114 W. Gimon Cir, Mobile, AL 36605
Mill Street Park: 2665 Mill St, Mobile, AL 36607

AGENDA *with Modifications*

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, AE Project Manager.

3. Pre-Quote requirements: In order to submit a quote, contractors shall be required to obtain a copy of the Request for Quotes to be on the bidder's list.

4. Discussion of Scope of Work.
   a. The project consists of Remove all components of the playground including the structure, footings, mulch, and playground perimeter. Backfill and compact footing holes as required to match existing surrounding grade. Remove park benches and trash receptacles, directly associated with the playground. Grade and level area to match existing surrounding grade and create positive drainage. Contractor is responsible for providing and installing 4" of topsoil over required amount of sandy-clay mix as required to fill area to the appropriate grade. Seed all disturbed areas with ALDOT spring grass mixture and mulch.
   b. ***The Contractor shall deliver the work complete within thirty (30) calendar days from the date of the written Notice of Proceed.***
   c. There is a $500.00 Contingency Allowance for Mills Street Park and a $500.00 Contingency Allowance for Fry Park. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
   d. 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.
   e. Before Quoting, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board if their Quote/Bid exceeds $50,000.00.
   f. Contractor shall have access to the site seven days a week, 7:00 am until 6:00 pm unless approved differently by Project Manager.
   g. Contractor shall keep an exceptionally clean site. The park will remain in use during the construction period, the area must be clear of tools, debris and materials at all times to ensure a safe work site. Debris shall be removed and disposed of daily. No temporary storage will be available for this location.
   h. Contractor may utilize, without cost: power, electricity, water, etc. if available in moderation.
   i. 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.

It is advised that the Contractor document the area before beginning Construction.

j. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. Do not use facilities waste bins or dumpsters. Site must be kept clean.
k. 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.
l. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Washington at roger.washington@cityofmobile.org.
m. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Washington.
n. Official clarifications or corrections will be made by written addendum sent to all registered prospective quoters via e-mail. Only clarifications immortalized in Addendums are valid.
o. The City of Mobile will provide utility line locations within the work area of the park. Contractor shall still be responsible to contact line locators for verification.

5. Special Instructions or conditions.

a. Equal Opportunity:
    i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
    ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
    iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total percentage 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 or Roger Cook at 251-208-7632.
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 will be received until 2:15 PM local time, Wednesday, the 1st day of March 2023.
   i. Due to restricted access to Government Plaza offices, it is recommended that Quotes be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail or emailed to roger.washington@cityofmobile.org . Quoters are responsible for ensuring their Quotes arrive by the Quote time and date.
   ii. Quoters delivering Quotes in person shall enter Government Plaza at the Joachim Street doors and deliver quotes to Roger Washington Architectural Engineering Department 5th floor, South Tower, no later than 2:15 PM local time.
b. All Quotes not received prior to the time specified, or Quotes received after the specified time, will be automatically rejected, and returned immediately.
c. Quotes will be reviewed and the lowest Quoter will be notified shortly after review.
d. This is NOT a tax-exempt project.

7. Additional Requirements at time of Contract execution:
   a. A valid City of Mobile business license for the duration of the contract period
   b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
   c. Performance Bond and Labor & Material Payment Bond are required.
   d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).

8. Payment requirements.
   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four 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. Roger Washington: 251-508-7812 (AE Project Manager)

10. Walk of Mill Street Park Site, then travel to Fry Park

11. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Quote	FRY PARK & MILL STREET PARK PLAYGROUND DEMOLITION	Mill Street Park: 2665 Mill St, Mobile, AL 36607 Fry Park: 1114 W. Gimon Cir, Mobile, AL 36605	Thursday, February 16, 2023

PR-038-23

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Roger Washington	COM	251-208-7812		251-214-1488	ROGER.WASHINGTON@CITYOFMOBILE
Joseph Payne	JPayne Organizati-	251 471-0001		2514541154	J.Payne@Live.com
	Micor LLC	454-4244		~~251-458-4274~~	MOS4544244@GMAIL.COM
Timothy THOMAS	THOMAS and Son	251-338-9650		251-458-4274	thomasandsonscontract@gma
KENDRICK THOMAS	THOMAS and SON	2513389650		251458-4274	thomas and sons contract@

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Signal upgrades to the intersection of Cottage Hill Rd and Hillcrest Rd to include wiring, detection, cabinet and controller.

Amount of Contract:

$458,146.00

Effective Date of Contract:

8/21/2023

Funding Source

Project # Traffic Signal Upgrades at Hillcrest and Cottage Hill Rd 2019-2060-02 — **Discretionary Funds**

Project String 2000 20002000 48010 — **Contract Number:**4572

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/3/2023
Contract	Backup Material	8/3/2023
Capital Summary Sheet	Backup Material	8/3/2023

REVIEWERS:

Department Reviewer		Action	Date
Traffic Engineering	White, Jennifer	Approved	8/3/2023 - 5:13 PM

Capital	Rhodes, Brenda	Approved	8/4/2023 - 10:08 AM
Legal	Kern, Chris	Approved	8/4/2023 - 11:53 AM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 2:19 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

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

Name of Company:	Bagby & Russell Electric Company, Inc
City of Mobile Project Name:	Traffic Signal Upgrades at Hillcrest Rd and Cottage Hill Rd
Capital Project No.:	CO442
Contract Amount:	$458,146.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

TRAFFIC SIGNAL UPGRADES AT

HILLCREST ROAD & COTTAGE HILL ROAD

PROJECT NUMBER 2019-2060-02

BID DATE – MARCH 10, 2023

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ITEM I
ADVERTISEMENT FOR BIDS

Sealed proposals (bids) 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, February 15, 2023, and then publicly opened and read in the Government Plaza Atrium, Ground Floor, for constructing:

Project No.:	**2019-2060-02**
Project:	**Traffic Signal Upgrades at Hillcrest Road & Cottage Hill Road**
Project Description:	**Traffic signal upgrades at the intersections of Hillcrest Rd & Cottage Hill Rd, Hillcrest Rd & Christopher Dr N, and Cottage Hill Rd & Lloyds Ln**

Specifications and contract documents may be inspected at the office of the City of Mobile Traffic Engineering Department, 852 Gayle Street, Mobile, AL 36604. Complete digital plans and contract documents shall be obtained electronically by contacting (251) 208-2960 or trafficengineering@cityofmobile.org. Paper copies may be made available upon payment of $25.00. The contractor must obtain the plans and contract documents from the City of Mobile Traffic Engineering Department in order to submit a bid. Bids must be submitted upon the forms included within the contract documents and must be submitted in their entirety.

No Bid Packages will be issued to Contractors later than 24 hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on February 10, 2023.

A Mandatory Pre-Bid Conference will be held at the City of Mobile Traffic Engineering Department, 852 Gayle St, Mobile, AL on February 8, 2023 at 1:00 p.m. Bidders that wish to attend the meeting via video conference may email Traffic Engineering at trafficengineering@cityofmobile.org and request a link for the meeting. Significant items related to the proposed construction will be explained. *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.

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 $50,000), 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.

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 envelop. **Any contractor that desires to be as a prime contractor must possess a High & Streets, Municipal & Utility, or Electrical major classification or specialty classification per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

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 36633-1827; "Bid for completion of **Traffic Signal Upgrades at Hillcrest Rd and Cottage Hill Rd**, City of Mobile Project No. **2019-2060-02**".

PLEASE PUBLISH IN THE ISSUES January 25th, February 1st, and February 8th.

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:

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:

The term Owner as used in this Proposal and its related and included documents shall be understood to mean 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 $50,000) 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 **Traffic Signal Upgrades at Hillcrest Rd and Cottage Hill Rd**, City of Mobile Project No. **2019-2060-02**, 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 and responsive Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the City for acceptance. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the invitation for bids.

Determination of the lowest responsible and responsive Bidder will be based on the Bid total. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the City. The City 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 City, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to be as a prime contractor must possess a High & Streets, Municipal & Utility, or Electrical major classification or specialty classification per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The City reserves the right to refuse to issue a Proposal (Bid) 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 City 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 City) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the City.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the City.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the City, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 30% 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 Traffic Engineering Director and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The Traffic Engineering Director will not 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 Traffic Engineering Director'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 thirty percent (30%) 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 Traffic Engineering Director 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 Traffic Engineering Director 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 Traffic Engineering Director 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 Traffic Engineering Director. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Traffic Engineering Director will direct additional forces and equipment to work on the project to ensure it 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 Traffic Engineering Director 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 (BID)

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date: 3-10-23

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by Kimley-Horn Associates, Inc. on the behalf of the City of Mobile, as well as the premises

Project No.:	**2019-2060-02**
Project:	**Traffic Signal Upgrades at Hillcrest Road & Cottage Hill Road**
Project Description:	**Traffic signal upgrades at the intersections of Hillcrest Rd & Cottage Hill Rd, Hillcrest Rd & Christopher Dr N, and Cottage Hill Rd & Lloyds Ln**

The Bidder further agrees to construct the improvements in **60 working days.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile Traffic Engineering Department, trafficengineering@cityofmobile.org. In order to receive consideration, the request must be received before 12:00 p.m., on February 10, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

SCHEDULE OF ITEMS FOR BID

Item Number	Bid Quantity	Item with Unit Price Written in Words	Unit Price	Amount Bid
600A000	1	MOBILIZATION For FIFTEEN THOUSAND, NINE HUNDRED, SEVENTY FIVE Dollars And 00 Cents Per Lump Sum	$ 15,975.00	$ 15,975.00
729D101	1	CAMERA, POSITIONER (TYPE B) For NINE THOUSAND, SIX HUNDRED NINETY TWO Dollars And 00 Cents Per Each	$9,692.00	$ 9,692.00
730A012	1	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT, HILLCREST RD & COTTAGE HILL RD For SIX THOUSAND, SEVEN HUNDRED Dollars And 00 Cents Per Lump Sum	$ 6,700.00	$ 6,700.00
730A013	1	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT, HILLCREST RD & CHRISTOPHER DR For SIX THOUSAND, THREE HUNDRED FIFTY Dollars And 00 Cents Per Lump Sum	$6,350.00	$ 6,350.00
730A014	1	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT, COTTAGE HILL RD & LLOYDS LN For ONE THOUSAND Dollars And 00 Cents Per Lump Sum	$ 1,000.00	$ 1,000.00
730C000	1	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT, HILLCREST & COTTAGE HILL For EIGHT THOUSAND, SEVEN HUNDRED FIFTY FIVE Dollars And 00 Cents Per Lump Sum	$8,755.00	$ 8,755.00

Item Number	Bid Quantity	Item with Unit Price Written in Words	Unit Price	Amount Bid
730C001	1	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT, HILLCREST & CHRISTOPHER For ELEVEN THOUSAND, THREE HUNDRED ONE Dollars And 00 Cents Per Lump Sum	$ 11,301.00	$ 11,301.00
730E000	7	METAL TRAFFIC SIGNAL POLE FOUNDATION For FIFTEEN THOUSAND Dollars And 00 Cents Per Each	$ 15,000.00	$ 105,000.00
730K000	2	TRAFFIC SIGNAL JUNCTION BOX For ONE THOUSAND, FIVE HUNDRED FORTY Dollars And 00 Cents Per Each	$ 1,540.00	$ 3,080.00
730P022	16	VEHICULAR SIGNAL HEAR, 12 INCH, 3-SECTION, TYPE LED For ONE THOUSAND, FOUR HUNDRED, SEVENTY FIVE Dollars And 00 Cents Per Each	$ 1,475.00	$ 23,600.00
730P023	6	VEHICULAR SIGNAL HEAR, 12 INCH, 4-SECTION, TYPE LED For ONE THOUSAND, SEVEN HUNDRED TWENTY FOUR Dollars And 00 Cents Per Each	$ 1,724.00	$10,344.00
730Q011	16	PEDESTRIAN SIGNAL HEAD, LED TYPE For TWO THOUSAND, TWO HUNDRED, FIFTY Dollars And 00 Cents Per Each	$ 2,250.00	$ 36,000.00
730U400	1	RADAR DETECTION SYSTEM, HILLCREST RD & COTTAGE HILL RD For SEVENTY NINE THOUSAND, THREE HUNDRED TWENTY SIX Dollars And 00 Cents Per Lump Sum	$79,326.00	$79,326.00

Item Number	Bid Quantity	Item with Unit Price Written in Words	Unit Price	Amount Bid
730U401	1	RADAR DETECTION SYSTEM, HILLCREST RD & CHRISTOPHER DR For SIXTY THOUSAND, EIGHTY TWO Dollars And 00 Cents Per Lump Sum	$ 60,082.00	$ 60,082.00
734N053	2	ETHERNET FIELD SWITCH, TYPE C For NINE THOUSAND, THREE HUNDRED Dollars And 00 Cents Per Each	$9,300.00	$18,600.00
740P000	1	MAINTENANCE OF TRAFFIC For EIGHT THOUSAND, FIVE HUNDRED Dollars And 00 Cents Per Lump Sum	$ 8,500.00	$ 8,500.00
745A000	36	UNIFORMED POLICE OFFICER For SEVENTY Dollars And 00 Cents Per Hour	$ 70.00 hr	$ 2,520.00
		TOTAL BASE BID	$406,825.00	
ADDITIVE ALTERNATE 1				
730U402	1	RADAR DETECTION SYSTEM, COTTAGE HILL RD & LLOYDS LN For FIFTY ONE THOUSAND, THREE HUNDRED TWENTY ONE Dollars And 00 Cents Per Lump Sum	$ 51,321.00	$ 51,321.00
		TOTAL ADD ALT 1	$51,321.00	
		TOTAL BASE + ADD ALT	$458,146.00	

Proposal (Bid)

Total (All items listed in Proposal) $ 458,146.00

Written in words: FOUR HUNDRED, FIFTY EIGHT THOUSAND, ONE HUNDRED FORTY SIX & 00 CENTS

Number of working days to complete: 60

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder BAGBY & RUSSELL ELECTRIC CO., INC.
(If a Corporation)

By * _____
President - RICHARD A RUSSELL

Business Address 5500 PLANTATION RD THEODORE, AL 36582

_____
Secretary

Business Address _____

_____
Treasurer

Business Address _____

(Corporate Seal)

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

ATTEST: Mary L Harrington
Secretary

ALABAMA - 16370
State License Number

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Bagby & Russell Electric Company, Inc.
(Name of Contractor)

5500 Plantation Road, Theodore, AL 36582
(Address)

as Principal, and Harco National Insurance Company
(Name of Surety)

4200 Six Forks Rd. Suite 1400, Raleigh, NC 27609
(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 $50,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Traffic Signal Upgrades at Hillcrest Road & Cottage Hill Road**, City of Mobile Project Number **2019-2060-02**.

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 March 10, 2023 (Date)

Bagby & Russell Electric Company, Inc. (Contracting Firm)

Witness as to Principal by: _____ (SEAL)
Richard A. Russell - President

Harco National Insurance Company (Name of Surety)

COUNTERSIGNED: _____
Billie Jo Sanders - Attorney-in-Fact

Alabama Resident Agent By _____
Billie Jo Sanders- Resident Agent

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

POWER OF ATTORNEY

Bond # Bid Bond

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MILTON A. KOPF, THOMAS J. GENTILE, JOSHUA PRICE, RENEE ELLIS, BILLIE JO SANDERS, PAUL B. SCOTT, JR., DAVID J. DURDEN

Montgomery, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 My Comm. Exp. 04-04-2023 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 10, 2023

A00744

Irene Martins, Assistant Secretary

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 16370

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BAGBY & RUSSELL ELECTRIC CO INC

THEODORE, AL 36582

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

E: ELECTRICAL

until **November 30, 2023** when this Certificate expires.

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

10th day of **February, 2023**

191879

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

State of Alabama
Electrical Contractors Board

Stephen B. Connick
Bagby & Russell Electric Co, Inc.
ELECTRICAL CONTRACTOR

Original Issue Date: 8/27/2014
License No: 05334 Expires: 9/30/2023

THE ALABAMA BOARD OF ELECTRICAL CONTRACTORS
39312

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Bagby & Russell Electric Company, Inc. _____ as Principal and Harco National Insurance Company _____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Four Hundred Fifty Eight Thousand, One Hundred Forty Six and No/100 _____ Dollars ($ 458,146.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for **Traffic Signal Upgrades at Hillcrest Road & Cottage Hill Road**, City of Mobile Project Number **2019- 2060-02** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

Bagby & Russell Electric Company, Inc.
(Corporate Name)

BY: _____
(Signature)

ITS: President – Richard A. Russell
(Title)

ATTEST: _____
(Signature)

ITS: Witness
(Title)

Harco National Insurance Company
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST: _____
(Signature) Connie Smith

ITS: Witness
(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN, that we Bagby & Russell Electric Company, Inc.
(Name of Contractor)
a Corporation , Partnership , or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Harco National Insurance Company, 702 Oberlin Road, Raleigh, NC 27605
(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 "City", the sum of Four Hundred Fifty Eight Thousand, One Hundred Forty Six and No/100 Dollars ($ 458,146.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means a written agreement with said Obligee, dated _____, 20____ , entered into a Contract with the City for **Traffic Signal Upgrades at Hillcrest Road & Cottage Hill Road**, City of Mobile Project Number **2019- 2060-02** 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 City from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the City all outlay and expense which the City may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

Bagby & Russell Electric Company, Inc.
(Corporate Name)

BY:_____
(Signature)

ITS: President - Richard A. Russell
(Title)

ATTEST:

_____
(Signature)

ITS: Witness

Harco National Insurance Company
(Surety sign here)(Corporate name)

BY:_____
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST:

_____
(Signature) Connie Smith

ITS: Witness
(Title)

Corporate Seal

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.

2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.

3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.

4. The date of the Bond must not be prior to the date of the Contract.

5. All bonds must be originals.

POWER OF ATTORNEY

Bond # 0834884

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MILTON A. KOPF, THOMAS J. GENTILE, JOSHUA PRICE, RENEE ELLIS, BILLIE JO SANDERS, PAUL B. SCOTT, JR., DAVID J. DURDEN

Montgomery, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 My Comm. Exp. 04-04-2023 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00744

Irene Martins, Assistant Secretary

BAGB&RU-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2023

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

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

PRODUCER	CONTACT NAME: Abby Foster
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bagby & Russell Electric Co., Inc. 5500 Plantation Rd. Theodore, AL 36582	INSURER A: Zurich American Insurance Co.	16535
	INSURER B: Travelers Property Casualty Co	25674
	INSURER C: Transguard Insurance Company of America	28886
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GLO593896713	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP593896813	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP-7R076893-23-NF	2/1/2023	2/1/2024	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593896613	2/1/2023	2/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented			IMP4000508-00	2/1/2023	2/1/2024	Limit	125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TRAFFIC SIGNAL UPGRADES AT HILLCREST ROAD & COTTAGE HILL ROAD

The City of Mobile is named as additional insured on a primary & non contributory basis as respects General Liability, Automobile Liability, & Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, Umbrella Liability, & Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

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

David J Durden

ACORD 25 (2016/03)

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
GLO593896713	02.01.2023	02.01.2024	02.01.2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if yo u are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in o ur records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a co urtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not res ponsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   AL

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02/01/2023** Policy No. **WC593896613** Endorsement No.**001**
Endorsement Exp: **02/01/2024** Premium $ **INCL**
Insured **Bagby & Russell Electric Co.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2023 Policy No. WC593896613 Endorsement No.

Insured Bagby & Russell Electric Co.

Premium $

Insurance Company

Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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POLICY NUMBER: BAP593896813

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 2/01/2023	Countersigned By:
Named Insured: Bagby & Russell Electric Co.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Notification to Others of Cancellation

ZURICH

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
BAP593896813	02.01.2023	02.01.2024	02.01.2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a co py of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a co py of such written notice of cancellation to the name and address corres ponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH COMPANY	30

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593896813	02.01.2023	02.01.2024	02.01.2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. **Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. **Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. **Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. **Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. **Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. **Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. **Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. **Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. **Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. **Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. **Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. **Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. **Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. **Coverage Extensions**

   a. **Transportation Expenses**

   We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. **Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. **Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO593896713	Effective Date: 02/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Bagby & Russell Electric Co.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593896713	02/01/2023	02/01/2024	02/01/2023		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

ITEM VII
SUBCONTRACTING AND MAJOR SUPPLIER PLAN,
DBE UTILIZATION REPORT
& E-VERIFY AFFIDAVIT

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.kldd@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	BAGBY & RUSSELL ELECTRIC CO., INC.
Address	5500 PLANTATION ROAD, THEODORE, AL 36582
Telephone	251-344-5987
E-Mail	MM.BAGRUSDOT@OUTLOOK.COM

RFP/RFQ Solicitation Number	2019-2060-02
Project Description	TRAFFIC SIGNAL UPGRADES AT HILLCREST RD & COTTAGE HILL RD
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X Vets X Total #of Employees 100+

Subcontractor/Major Supplier Plan submitted by:

Printed Name: RICHARD A RUSSELL

Signature: _____ Date: 3-10-23

Title: PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: MAT MATHEWS Title: PROJECT MANAGER

E-mail:_ Phone: MM.BAGRUSDOT@OUTLOOK.COM

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2019-2060-02 Your Bid/Proposal Amount $ 458,146.00 Date: 03 / 10 21 /2023

Description TRAFFIC SIGNAL UPGRADES AT HILLCREST RD & COTTAGE HILL RD

Name of Bidder/Proposer: BAGBY & RUSSELL ELECTRIC CO., INC.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C&H CONSTRUCTION	251-973-9500	9408 BELLINGRAPH RD, THEODORE, AL			NO	
INLINE, LLC	251-341-7542	5535 BUSINESS PKWY, THEODORE, AL			NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: BAGBY & RUSSELL ELECTRIC CO., INC.

Contact Person: MAT MATHEWS Phone 251-344-5987 Email MM.BAGRUSDOT@OUTLOOK.COM

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

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

		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. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

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

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

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

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

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

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

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

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

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/___
(Title) (Date)

Company ID Number: 402828

Approved by:

Employer BAGBY & RUSSELL ELECTRIC CO., INC.	
Name (Please Type or Print) ROSEMARY S LEMASTER	Title
Signature Electronically Signed	Date 03/22/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/22/2011

Company ID Number: 402828

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	BAGBY & RUSSELL ELECTRIC CO., INC.
Company Facility Address	5500 Plantation Rd Theodore, AL 36582
Company Alternate Address	P.O. Box 699 Theodore, AL 365900699
County or Parish	MOBILE
Employer Identification Number	630942738
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

Company ID Number: 402828

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 402828

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

Name	CHRISSY FULLER
Phone Number	2513445987
Fax	2516536353
Email	chrissy@baqrus.com

Name	LYONS A WALSH
Phone Number	2513445987
Fax	2513440308
Email	art@baqrus.com

This list represents the first 20 Program Administrators listed for this company.

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

ITEM VIII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned , non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. CERITIFICATE 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. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

ITEM IX
CITY OF MOBILE ENGINEERING SPECIAL PROVISIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended by the addition of the following City of Mobile Special Provision Sections:

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 30 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 Traffic Engineering Director, as in the case of an employee.

2. The contractor shall not sublet the contract or any portion thereof without written permission from the City Traffic 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 (30%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Traffic 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, 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 Sub article 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 City 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 City, 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 City Traffic Engineering Department of the City of Mobile and its Engineer 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 Traffic Engineering Director, 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 Traffic 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 Traffic Engineering Director.

13. OMITTED

14. OMITTED

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 Traffic Engineering Director or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Traffic Engineering Director without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the Traffic Engineering Director 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. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the MUTCD, Latest Edition, and other requirements set forth by the Traffic Engineer. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job and paid as Item 740P000 Maintenance of Traffic, lump sum for the project.

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

22. OMITTED

23. OMITTED

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The

Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the Traffic Engineer Director. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. OMITTED

29. OMITTED

30. OMITTED

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

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

33. OMITTED

34. OMITTED

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

36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. OMITTED

38. It is the sole responsibility of the Contractor to protect his/her equipment. The City shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. OMITTED

40. OMITTED

41. OMITTED

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. OMITTED

44. There shall be NO adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. OMITTED

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance. Temporary erosion control measures are considered a subsidiary obligation of the project.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or

maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the City of Mobile or its agents from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. OMITTED

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. OMITTED

53. OMITTED

54. OMITTED

55. OMITTED

56. OMITTED

57. OMITTED

58. OMITTED

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. OMITTED

61. OMITTED

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. OMITTED

64. OMITTED

65. OMITTED

ITEM X
CITY OF MOBILE TRAFFIC ENGINEERING SPECIAL PROVISIONS

The Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. ITEM 729D101 – CAMERA, POSITIONER (TYPE B)
    a. Description
    This Section shall cover the work of furnishing, installing and testing positioner camera.
    b. Construction
    The Positioner Camera shall be a WTI Viper PTZ camera and shall be installed on the traffic signal pole closest to the traffic cabinet at the intersection of Hillcrest Road and Cottage Hill Road.
    c. Basis of Payment
    Camera will be paid for at the contract price, which shall be full compensation for furnishing, installing, and testing, complete in place with the following: 1) Camera assembly complete with all components including, but not limited to: camera, lens, pan/tilt drive, control electronics and environmental enclosure, cables (power, video and control), housing assembly and mounting brackets; 2) Camera/video drivers, control and diagnostics software, initial configuration; complete camera documentation/manuals; 3) Network connection and configuration; 4) Surge protection for communication/data and power; 5) Power supplies with cabling and connection; 6) Grounding system; air terminals and lightning protection system; 7) Testing (including all test report/packages, electronic files and deliverables), Training (including all instructors, travel, classroom and field materials, electronic files and deliverables), and Acceptance Testing with Burn-In; 8) Manufacturer and Contractor warranties and support; and 9) All materials, labor, equipment, tools, transportation, and incidentals necessary to complete this item of work.

2. ITEM 730A – REMOVAL OF EXISTING TRAFFIC CONTROL UNIT
    a. Description
    This Section shall cover the work to remove any and all components of the traffic signal intersections being replaced as part of this project.
    b. Construction
    All equipment to be removed shall be removed in such a manner that the removed equipment will not be damaged. Any damage due to negligence on the part of the Contractor because of lack of proper care of equipment shall be cause for the Engineer to order its replacement. The cost of replacement shall be born fully by the Contractor. Any equipment or materials not authorized by the Engineer for re-use shall be stored by the Contractor until directed by the Engineer to deliver by

the Contractor to the City at the time and location designated. Equipment shall be delivered to the City at 854 Gayle St.

The removal per intersection may include but is not limited to the following items: traffic controller cabinet and internal equipment, traffic signal poles (metal or wooden), signal pole foundations, traffic controller cabinet foundations, vehicular signal heads, messenger wire, and signal wiring including any overhead loop wire. The installation of a junction box in place of a removed traffic controller cabinet shall be paid under a separate item 730K000 Traffic Signal Junction Box.

c. Basis of Payment

The removal of all traffic control equipment at an intersection will be measured as lump sum per intersection which shall include full compensation for the satisfactory removal and storage of the equipment and materials ordered removed, and all include all equipment, tools, labor, services, storage facilities, and incidentals necessary to complete the work.

3. ITEM 730C – FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT

a. Description

This section shall include the work of furnishing and installing of traffic control unit as necessary.

b. Construction

Required traffic control cabinets will be supplied by the City of Mobile for installation on this project. The Contractor must provide the controller units, which shall be Econolite EOS with latest firmware installed for compatibility with signal management platform. The new cabinet shall be located adjacent to the existing cabinet. Conduit from the new cabinet to an existing City communications box is necessary to be tied into new cabinet foundation. Work associated with the termination of communications in the cabinet shall be paid under a separate item 734N053 Ethernet Field Switch, Type C.

c. Basis of Payment

Furnishing and installing traffic control unit will be paid for at the contract unit price, which shall be full compensation for the furnishing of the equipment, installation in accordance with these Specifications, plans, proposal, and details, and for all tools, equipment, labor, materials, and all incidentals necessary to complete this item. Construction and installation of the traffic control cabinet foundation is subsidiary to this item as is any required conduit necessary for underground construction.

4. ITEM 730E000 – METAL TRAFFIC SIGNAL POLE FOUNDATION

a. Description

This section shall include the work of furnishing and installing of traffic signal pole foundations and installing metal traffic signal poles.

b. Construction

The metal traffic signal poles and necessary anchor bolts will be supplied by the City of Mobile for installation on this project. The foundation size for each pole

will be 3' diameter and 12' deep. Reinforcing shall be 8-#9 vertical bars equally spaced and 11-#5 horizontal bars at 12" centers.

c. Basis of Payment

Payment will be based on the unit bid price and shall be paid in full for excavation, backfilling, forming, concrete, reinforcing steel, solid sodding of disturbed areas, disposal of debris and for all materials, labor, equipment, tools, testing services, and all incidentals necessary to complete this item. No cost adjustments will be made. Erecting the metal traffic signal pole with its anchor bolts supplied by the City is subsidiary to this item.

5. ITEM 730P – VEHICULAR SIGNAL HEAD

a. Description

This section shall include the work of furnishing and installing of vehicular signal heads.

b. Construction

Lamps used in the traffic signal heads shall be LED, shall conform to the latest ITE Standards, and shall be included on ALDOT's approved traffic control devices and materials list. All vehicular signal heads shall have a black face with visors and a yellow body. The Contractor shall locate each signal head on the span wire to ensure that the signal head is located on the extended center of the approach lane for which it applies in compliance with the MUTCD. All three-section heads shall be complete with red, yellow, and green balls. All four-section heads shall be complete with arrows as needed to operate flashing yellows. The required R10-12a sign shall be in installed for no direct payment.

At the intersection of Cottage Hill Road and Lloyds Lane, there will be no direct payment for the work required to relocate the span wire cables to the new traffic signal poles to be installed at the intersection. Excess slack and wiring exists at this intersection with the anticipation of relocating the existing spans to the new traffic signal poles with this project.

c. Basis of Payment

Vehicular Signal Head will be paid for at the contract unit price which shall be full compensation for furnishing and installing the vehicular signal head, trunnions, brackets, attachment hardware, connections, splicing, and for all materials, labor, equipment, tools, and incidentals necessary for a complete and operational vehicular signal head. Necessary wiring and messenger to rewire each intersection shall be subsidiary to this item, in addition to any vertical runs of conduit that may also be required.

6. ITEM 730Q – PEDESTRIAN SIGNAL HEAD

a. Description

This section shall include the work of furnishing and installing of pedestrian signal heads, pedestal poles, and push button poles, and installing pedestrian push buttons.

b. Construction

Lamps used in the traffic signal heads shall be LED, shall conform to the latest ITE Standards, and shall be included on ALDOT's approved traffic control devices and materials list. All pedestrian signal heads shall have a black body and provide a countdown timer. The City will supply all necessary APS buttons and required signage for installation by the Contractor. Contractor shall be responsible for furnishing and installing pedestal poles or push button poles as required by the project drawings. Pole installation and any required conduit shall be subsidiary to this item. Poles shall be direct bury.

At the intersection of Cottage Hill Rd and Lloyds Ln, excess slack and wiring already exists with the anticipation of installing pedestrian features with this project. Additional wiring may be necessary from the signal pole to the push button pole.

c. Basis of Payment

Pedestrian Signal Head will be paid for at the contract unit price which shall be full compensation for furnishing and installing the signal head, brackets, attachment hardware, connections, splicing, and for all materials, labor, equipment, tools, and incidentals necessary for a complete and operational pedestrian signal head. Necessary wiring for intersection shall be subsidiary to this item.

7. ITEM 730U – RADAR DETECTION SYSTEM

a. Description

This section shall include the work of furnishing and installation of a radar detection system.

b. Materials

The radar detection system shall be Wavetronix SmartSensor Matrix and SmartSensor Advance as required by the coverage maps provided in Attachment A of this document and installed per the location recommendations of the vendor.

c. Basis of Payment

Payment will be based on the contract unit price and shall be full compensation for radar units, enclosures, mounting brackets, communication and power cabling, power supplies, lightning protection; manuals and documentation and for all labor, materials, tools, equipment, transportation and incidentals necessary for a complete and operational vehicle detection system. The contract unit price shall also be full compensation for furnishing and installing the vehicle detection system processor, interface panel, and for all integration (including software setup and programming and adjusting detection zones).

8. ITEM 734N053 – ETHERNET FIELD SWITCH, TYPE C

a. Description

This section shall include the work of furnishing and installation of an ethernet field switch and all field work necessary to connect the intersection to the existing fiber infrastructure in the field.

b. Construction

The ethernet field switch shall be Ruggedcomm RS900G, part number RS900G-HI-D-2SFP-XX. As a subsidiary obligation to this pay item, work shall also include furnishing and installing any fiber optic enclosure housing, fusion splicing to include a splicing sleeve, and pulling fiber through from existing City communications box at the intersection into the new traffic signal controller cabinet to connect the fiber to the field switch.

c. Basis of Payment

Payment will be based on the contract unit price and shall be full compensation for radar units, enclosures, mounting brackets, communication and power cabling, power supplies, lightning protection; manuals and documentation and for all labor, materials, tools, equipment, transportation and incidentals necessary for a complete and operational vehicle detection system. The contract unit price shall also be full compensation for furnishing and installing the vehicle detection system processor, interface panel, and for all integration (including software setup and programming and adjusting detection zones).

9. ITEM 740P000 – MAINTENANCE OF TRAFFIC

a. 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.

b. Materials

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

c. 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.

ITEM XI
ARTICLES OF AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE
CITY OF MOBILE

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20___, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and BAGBY & RUSSELL ELECTRIC CO., INC., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project No.:	**2019-2060-02**
Project:	**Traffic Signal Upgrades at Hillcrest Road & Cottage Hill Road**
Project Description:	**Traffic signal upgrades at the intersections of Hillcrest Rd & Cottage Hill Rd, Hillcrest Rd & Christopher Dr N, and Cottage Hill Rd & Lloyds Ln**

City of Mobile Project Number **2019-2060-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 458,146.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the bid opening to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(6) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or his appointed assistant.

CONSTRUCTION ENGINEER & INSPECTOR:

(7) Whenever the term "ENGINEER" is used, it refers to the CITY TRAFFIC ENGINEER or his designated representative assigned to perform construction engineering and inspection services for this project and acts as a representative for the CITY TRAFFIC ENGINEER.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(8) The CITY TRAFFIC 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 TRAFFIC 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 TRAFFIC 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 TRAFFIC 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 TRAFFIC ENGINEER may appoint such inspectors, assistants, or representatives as deemed 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 TRAFFIC ENGINEER.

The CITY TRAFFIC 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 TRAFFIC ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK:

(16) Should the CITY TRAFFIC ENGINEER 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 CITY TRAFFIC ENGINEER shall determine the value of the work to be added or omitted; thereafter, such value to be added to or to be deducted from the contract price as the case may be pursuant to a Change Order duly considered and authorized by the CITY COUNCIL.

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 CITY COUNCIL on application of the CITY TRAFFIC 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.

INDEMNIFICATION:

(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. Notwithstanding the foregoing, each party's indemnity obligation set forth above shall terminate and be null and void on the effective date of acceptance of the work by the Owner. However, if the contract documents call for a warranty period, then the foregoing indemnity obligations shall extend through the warranty period and terminate at the end of the warranty period.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY TRAFFIC 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 TRAFFIC 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 TRAFFIC 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 TRAFFIC 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 TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC 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 TRAFFIC ENGINEER, to ensue, the CITY TRAFFIC ENGINEER shall complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The CITY 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 CITY TRAFFIC ENGINEER, 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 City, 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.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the CITY TRAFFIC ENGINEER or his designee shall inspect all work and materials not previously accepted and returned. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the CONTRACTOR and rendered to the CITY. Upon receipt of the Contractor's certification of project completion, the CITY TRAFFIC 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 CITY TRAFFIC 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 report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the E-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed E-verify form. Any subcontractor found to be in

violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is the CITY'S Capital Improvement Program. Said funds are on hand at the time of the execution of this contract.

EQUAL EMPLOYMENT:

(27) During the performance of this contractor the CONTRACTOR agrees as follows:

- 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.

- 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.

- 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.

- 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.

- 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.

PROHIBITION OF BOYCOTTING:

(28) 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.

NONDISCRIMINATION CLAUSE:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____
ITS MAYOR

ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

_____
AN INDIVIDUAL

WITNESSES:

_____

BAGBY & RUSSELL ELECTRIC CO., INC.
CONTRACTOR: (IF CORPORATION)

BY: _____
ITS PRESIDENT
RICHARD A RUSSELL

ATTEST:

_____
ITS SECRETARY

7.18-23
_____
DATE

CORPORATE SEAL

ATTACHMENT A

PROJECT DETAILS

TRAFFIC SIGNAL NOTES

ELECTRICAL

1. THE LOCATION OF THE UTILITIES SHOWN ON THE SIGNAL PLANS IS APPROXIMATE. EXISTING UNDERGROUND AND OVERHEAD ELECTRICAL SYSTEMS AND OTHER UTILITIES MAY BE IN PLACE AND NOT LOCATED ON THE PLANS. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO DETERMINE THE LOCATION OF THE UTILITIES AND TO PROTECT THESE FACILITIES AND THE PUBLIC DURING THE WORK. THE INSTALLER SHALL BE RESPONSIBLE FOR THE COST AND REPAIR OF ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING THE WORK TO THE SATISFACTION OF THE UTILITY COMPANY.
2. ALL CONDUIT CONNECTIONS SHALL BE SEALED WITH A WEATHERPROOF SEALING COMPOUND, AS INDICATED BY ALABAMA DEPARTMENT OF TRANSPORTATION AND/OR CITY OF MOBILE STANDARDS. ALL CABLE AND WIRE ENTRANCES SHALL BE SEALED AFTER INSTALLATION.
3. TRAFFIC SIGNAL MARKING TAPE SHALL BE BURIED OVER THE CONDUIT AND CONDUCTORS. THE TAPE SHALL BE 4 INCH POLYETHYLENE, RED IN COLOR, WITH A BLACK LEGEND.
4. WHERE NON-METALLIC CONDUIT IS USED, A #6-1C BONDING CABLE SHALL BE INSTALLED AND BONDED FROM THE CONTROLLER TO THE NEAREST STEEL SIGNAL POLE BY THE INSTALLER.

WORK AREA

5. THE INSTALLER SHALL PROTECT THE EXISTING CURB AND OTHER FACILITIES FROM DAMAGE DURING INSTALLATION OF SIGNAL EQUIPMENT AND IS REQUIRED TO REPLACE/REPAIR ANY FACILITIES THAT ARE DAMAGED DURING CONSTRUCTION.
6. THE INSTALLER SHALL PROVIDE ALL NECESSARY STANDARD CONSTRUCTION WARNING SIGNS, BARRICADES, DRUMS OR OTHER TRAFFIC HANDLING DEVICES AS REQUIRED BY THE TRAFFIC CONTROL PLAN OR PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
7. THE INSTALLER SHALL BE REQUIRED TO ESTABLISH A SATISFACTORY GROWTH OF GRASS ON ALL AREAS DISTURBED IN PLACING THE SIGNALS OR IN HIS OPERATIONS.
8. IN CONJUNCTION WITH TRAFFIC SIGNAL MODIFICATION, REMOVAL AND SATISFACTORY DISPOSAL OF ANY MISCELLANEOUS ITEMS SUCH AS PAVEMENT, EXCAVATED MATERIALS, CURB AND GUTTER, CONCRETE, ETC., FROM THE JOB SITE SHALL BE PERFORMED BY THE INSTALLER.

POLE

9. THE CITY OF MOBILE SHALL EXAMINE AND APPROVE THE LOCATION OF THE TRAFFIC SIGNAL STRAIN POLE AND PEDESTRIAN POLES BEFORE EXCAVATION IS BEGUN. UTILITY LOCATION IS THE RESPONSIBILITY OF THE INSTALLER.
10. NEW TRAFFIC SIGNAL POLES AND PEDESTRIAN POLES SHALL MEET THE LATEST CITY OF MOBILE STANDARDS AND SPECIFICATIONS. THE INSTALLER SHALL GAIN APPROVAL FROM THE CITY OF MOBILE FOR ALL POLES PRIOR TO PURCHASE.
11. IN RURAL AREAS OR UNCURBED URBAN AREAS THE REQUIRED SIGNAL SUPPORTS SHALL BE LOCATED AS FAR AS PRACTICABLE BEYOND THE PAVEMENT EDGE. A MINIMUM CLEARANCE OF TWO (2) FEET OUTSIDE THE SHOULDER OR A MINIMUM CLEARANCE OF TEN (10) FEET OUTSIDE THE PAVEMENT EDGE, WHICHEVER IS GREATER, IS MANDATORY. IN CURBED AREAS SIGNAL SUPPORT SHALL BE LOCATED AS FAR AS PRACTICAL FROM THE FACE OF CURB, A MINIMUM CLEARANCE OF TWO (2) FEET SHALL BE MAINTAINED BETWEEN THE FACE OF CURB AND ANY PART OF THE SIGNAL EQUIPMENT. THE CONTRACTOR SHALL ASCERTAIN THAT THE POLE HEIGHTS ARE SUFFICIENT TO PROVIDE ADEQUATE TRAFFIC SIGNAL HEAD CLEARANCE IN ACCORDANCE WITH THE STATE OF ALABAMA SPECIAL AND STANDARD HIGHWAY DRAWINGS, LATEST EDITION.

EQUIPMENT

12. ALL SIGNALS SHALL HAVE TUNNEL VISORS. THE EXTERIOR SHALL BE BLACK AND THE INTERIOR SHALL BE BLACK.
13. THE INSTALLER SHALL FURNISH ALL MISCELLANEOUS HARDWARE AND EQUIPMENT FOR FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT OR SYSTEM, SUCH AS BOLTS, NUTS, WASHERS, STEEL BARS, ETC.
14. ALL TRAFFIC CONTROL EQUIPMENT USED ON THIS PROJECT SHALL BE PRE QUALIFIED AND APPROVED, IN ACCORDANCE WITH ALABAMA LAW (REGULAR SESSION 1980 – ACT NUMBER 80-434), PRIOR TO THE START OF THIS CONTRACT.
15. A LIST OF PRE-QUALIFIED TRAFFIC CONTROL EQUIPMENT APPROVED FOR THIS PROJECT IS AVAILABLE FROM THE ALABAMA DEPARTMENT OF TRANSPORTATION'S WEBSITE.
16. ALL EQUIPMENT USED AS A PART OF THIS PROJECT SHALL BE NEW, UNDAMAGED, AND FREE OF DEFECT.

SIGNAL

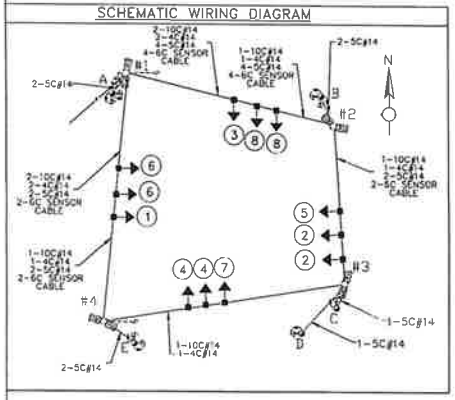
17. THE INSTALLER SHALL LOCATE EACH SIGNAL HEAD ON THE SPAN WIRE TO ENSURE THAT THE SIGNAL HEAD IS LOCATED ON THE EXTENDED CENTER OF THE APPROACH LANE FOR WHICH IT APPLIES OR AS SHOWN IN THE PLANS IN CONFORMANCE WITH THE M.U.T.C.D.
18. AFTER THE SIGNAL HEADS HAVE BEEN LOCATED ON THE SPAN WIRE THEY SHALL BE ALIGNED WITHIN A MAXIMUM TOLERANCE OF 2-1/2 DEGREES OF THE VERTICAL AXIS FROM THE ROADBED AND SHALL BE AIMED WITHIN A MAXIMUM OF 3 DEGREES EITHER SIDE OF THE EXTENDED CENTER OF THE APPROACH LANE TO WHICH IT APPLIES.
19. LAMPS USED IN TRAFFIC SIGNAL HEADS SHALL BE L.E.D.'S, SHALL CONFORM TO THE LATEST ITE STANDARDS FOR L.E.D. SIGNAL LAMPS, AND SHALL BE APPROVED FOR USE L.E.D. LAMPS USED ON THIS PROJECT SHALL BE ON THE ALDOT'S APPROVED BY ALDOT. PRODUCT LIST.
20. WHEN THE CONTROLLER IS IN THE FLASH MODE, THE SIGNALS SHALL FLASH YELLOW ON MAIN ROAD AND RED ON THE SIDE STREET.
21. THE INSTALLER SHALL DETERMINE THE EXACT LOCATION OF ANY HARDWARE NECESSARY TO PROVIDE THE DESIRED SIGNAL HEAD MOUNT HEIGHT.
22. ALL REQUIRED SPLICES IN TRAFFIC SIGNAL CABLE SHALL BE MADE IN THE SIGNAL HEADS ONLY. NO EXTERIOR SPLICING OF SIGNAL CABLE SHALL BE PERMITTED.

MISCELLANEOUS

23. ALL SIGNAL AND STRIPING CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARDS WHICH SHALL INCLUDE BUT NOT BE LIMITED TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, ALABAMA SPECIAL AND STANDARD DRAWINGS AND THE AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS, A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, LATEST EDITIONS. IN THE EVENT OF A CONFLICT BETWEEN THE PLANS AND THE STANDARDS, THE INSTALLER SHALL CONTACT THE DESIGN ENGINEER TO RESOLVE.
24. PRIOR TO CONSTRUCTION, THE INSTALLER SHALL CONTACT AND MEET WITH THE CITY OF MOBILE AND POWER SERVICE/UTILITY COMPANY REPRESENTATIVES. THE PURPOSE OF THESE DISCUSSIONS AND/OR MEETINGS WILL BE TO COORDINATE LOCATION AND CLEARANCES FOR ALL UNDERGROUND AND OVERHEAD UTILITIES AND SET INSPECTION SCHEDULES FOR CONSTRUCTION.
25. THE INSTALLER SHALL PROVIDE THE DESIGN ENGINEER WITH A COPY OF THE EQUIPMENT SUBMITTAL PACKAGE FOR REVIEW FOR COMPLIANCE WITH THE SIGNAL PLANS. IT IS THEN THE INSTALLER'S RESPONSIBILITY TO PROVIDE THE EQUIPMENT SUBMITTAL PACKAGE TO THE CITY OF MOBILE. IT IS THE RESPONSIBILITY OF THE INSTALLER TO OBTAIN APPROVAL OF THE EQUIPMENT SUBMITTAL FROM THE CITY OF MOBILE. THE INSTALLER SHALL PROVIDE THE EQUIPMENT SUBMITTAL PACKAGE IN A TIMELY MANNER SO AS NOT TO ADVERSELY IMPACT THE SCHEDULE FOR INSTALLATION OF THE SIGNAL.
26. TRAFFIC SIGNAL POLE FOUNDATION DESIGNS SHALL BE CERTIFIED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER WITHIN THE STATE OF ALABAMA, TO ENSURE THAT THE POLES CAN HANDLE THE APPLIED LOADS FOR THIS INSTALLATION. THESE CERTIFICATIONS SHALL BE INCLUDED AS PART OF THE EQUIPMENT SUBMITTAL PACKAGE AND APPROVED BY THE CITY OF MOBILE TRAFFIC ENGINEERING DEPARTMENT PRIOR TO ANY WORK BEING PERFORMED ON THE PROJECT.
27. THE INSTALLER SHALL PROVIDE A SET OF AS-BUILT PLANS TO THE CITY OF MOBILE.
28. A FINAL INSPECTION SHALL BE CONDUCTED BY THE CITY OF MOBILE PRIOR TO THE TRAFFIC SIGNAL BEING PUT INTO OPERATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO WORK WITH THE CITY OF MOBILE TO GAIN APPROVAL FOR THE TRAFFIC SIGNAL CONSTRUCTION. THE CITY OF MOBILE WILL ONLY ACCEPT MAINTENANCE OF THE TRAFFIC SIGNAL AFTER THE INSTALLER HAS ADDRESSED ALL INSPECTION ITEMS TO THE SATISFACTION OF THE CITY OF MOBILE.
29. THE CITY OF MOBILE SHALL BE NOTIFIED A MINIMUM OF FIVE (5) DAYS PRIOR TO THE ANTICIPATED FINAL INSPECTION DATE FOR THE TRAFFIC SIGNAL CONSTRUCTION.
30. AN IMSA, LEVEL II CERTIFIED, TRAFFIC SIGNAL TECHNICIAN SHALL BE ON SITE AT ALL TIME WHILE WORK IS BEING PERFORMED.
31. THE TRAFFIC SIGNAL QUANTITIES AND MATERIALS INDICATED IN THIS PLAN SET ARE APPROXIMATE ONLY. THE CONTRACTOR/INSTALLER SHALL VERIFY ACTUAL QUANTITIES AND MATERIALS. THE INSTALLER SHALL PROVIDE ALL REQUIRED MATERIALS TO COMPLETE A FULLY OPERATIONAL TRAFFIC SIGNAL ACCEPTABLE TO CITY AND ALDOT STANDARDS.
32. THE CONTRACTOR, WITHOUT EXTRA COMPENSATION, SHALL BE RESPONSIBLE FOR THE CONTINUAL OPERATION AND MAINTENANCE OF THE EXISTING TRAFFIC SIGNAL DURING CONSTRUCTION. MAINTAINING CONTINUAL OPERATION SHALL INCLUDE THE MATERIALS AND LABOR NEEDED TO ENSURE CONTINUAL OPERATION OF THE TRAFFIC SIGNAL AT ALL TIMES.
33. ANY TRAFFIC SIGNAL EQUIPMENT REMOVED ON THIS PROJECT SHALL BE DELIVERED TO THE CITY OF MOBILE, AS DIRECTED BY THE CITY.
34. THE CITY OF MOBILE RESERVES THE RIGHT TO RESPOND TO TRAFFIC SIGNAL MALFUNCTIONS IN EMERGENCIES AND NATURAL DISASTERS. IN DOING SO, THE CONTRACTOR'S ABILITY AND RESPONSIBILITY RELATED TO MAINTAINING THE TRAFFIC SIGNAL SYSTEM OR UNIT REMAINS IN EFFECT.
35. THE CONTRACTOR/INSTALLER SHALL MAINTAIN THE OPERATION OF THE TRAFFIC SIGNAL INSTALLATION, CONTROLLER, AND RELATED EQUIPMENT FOR A PERIOD OF THIRTY (30) DAYS WITHOUT EQUIPMENT FAILURE BEFORE THE OWNER WILL ACCEPT THE MAINTENANCE AND OPERATION OF THE EQUIPMENT. ALL EQUIPMENT FAILURES SHALL BE CORRECTED BY THE CONTRACTOR/INSTALLER DURING THIS THIRTY (30) DAY PERIOD. ANY FAILURE DURING THIS THIRTY (30) DAY PERIOD SHALL BE CORRECTED AND THE THIRTY (30) DAY PERIOD SHALL GO BACK TO DAY ONE (1) AND START OVER AGAIN.
36. CONTRACTOR SHALL INSTALL ALL PEDESTRIAN FEATURES TO COMPLY WITH CURRENT MUTCD, ADA, ALDOT, AND CITY OF MOBILE SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO DISTANCE FROM RAMPS, DISTANCE FROM CURB, SIGHT LINES, MOUNTING HEIGHTS, ETC. FINAL LOCATIONS OF PEDESTRIAN FEATURES SHALL BE APPROVED BY THE CITY OF MOBILE DURING CONSTRUCTION.
37. THE TRAFFIC SIGNAL CONTRACTOR SHALL BE REQUIRED TO OBTAIN A RIGHT-OF-WAY PERMIT FROM THE CITY OF MOBILE PRIOR TO ANY WORK WITHIN THE CITY RIGHT-OF-WAY.

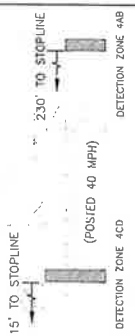
Revisions:	COTTAGE HILL ROAD AND HILLCREST ROAD SIGNAL SYSTEM AND FIBER INTERCONNECT CITY OF MOBILE, ALABAMA TRAFFIC SIGNALS MODIFICATION/INSTALLATION
	SKIPPER Consulting, Inc. Transportation Engineering and Planning Consultants 1619 Lyons Road, Suite 100 · Birmingham, AL 35209 Telephone (205) 870-5252 · Fax (205) 870-8651
	Date: November 1, 2019
	Project no.:
	Sheet 2 of

SCHEMATIC WIRING DIAGRAM



GENERAL NOTES

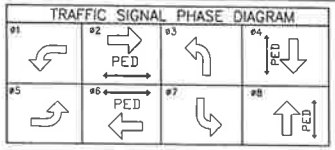
1. THE INSTALLER IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING. A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
2. THE INSTALLER IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS HE WILL UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL, PER THE MUTCD, LATEST EDITION.
3. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED.
4. ~~FOUNDATION SHALL POLE SHALL BE STEEL ALUMINUM~~
5. ALL TRAFFIC SIGNAL HEADS SHALL BE L.E.D. WITH BLACK FRONT VISORS AND YELLOW SIGNAL HEADS
6. ALL PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. AND BLACK AND PROVIDE COUNTDOWN TIMERS.
7. EACH PUSHBUTTON SHALL BE ADA COMPLIANT AND ACCOMPANIED BY AN R10-3e SIGN.
8. ~~TRAFFIC MASTER CONTROLLER SHALL BE COMPATIBLE WITH ADVANCED DETECTION EQUIPMENT FOR SYSTEM INTERCONNECT.~~
9. ALL EQUIPMENT REMOVED BY THE CONTRACTOR SHALL BE DELIVERED TO A LOCATION SPECIFIED BY THE CITY OF MOBILE TRAFFIC ENGINEERING DEPT.
10. ALL PRESENCE DETECTION ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
11. CONTRACTOR SHALL MAKE ALL REQUIRED ADJUSTMENTS TO THE RADAR DETECTION PER THE MANUFACTURERS REQUIREMENTS TO DETECT EACH DETECTION ZONE SHOWN ON PLANS.
12. CONTRACTOR SHALL GAIN APPROVAL OF ALL EQUIPMENT BY THE CITY OF MOBILE TRAFFIC ENGINEERING DEPARTMENT PRIOR TO ORDERING.
13. CONTRACTOR SHALL CONTACT CITY OF MOBILE TRAFFIC ENGINEERING DEPARTMENT PRIOR TO PERFORMING ANY WORK ON THE TRAFFIC SIGNAL AND/OR IN THE TRAFFIC SIGNAL CONTROLLER CABINET.



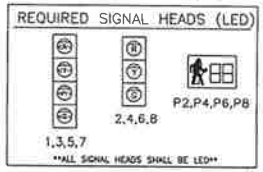
LOCAL CONTROLLER PROGRAMMING CHART

PHASE	MIN INITIAL	DENSITY ACTIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE OMIT	NON-LOCK
1	6.0	N	2.0	4.0	2.0	40.0	-	-	N	N	Y
2	6.0	N	2.0	4.0	2.0	80.0	7.0	17.0	Y	N	N
3	6.0	N	3.0	4.0	2.0	80.0	-	-	N	N	Y
4	6.0	N	2.0	4.0	3.0	40.0	7.0	25.0	N	N	N
5	6.0	N	2.0	4.0	2.0	40.0	-	-	N	N	Y
6	8.0	N	2.0	4.0	3.0	80.0	7.0	23.0	Y	N	N
7	6.0	N	2.0	4.0	2.0	30.0	-	-	N	N	Y
8	6.0	N	2.0	4.0	3.0	60.0	7.0	19.0	N	N	N

TRAFFIC SIGNAL PHASE DIAGRAM

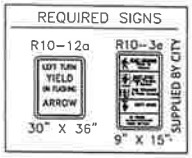


REQUIRED SIGNAL HEADS (LED)

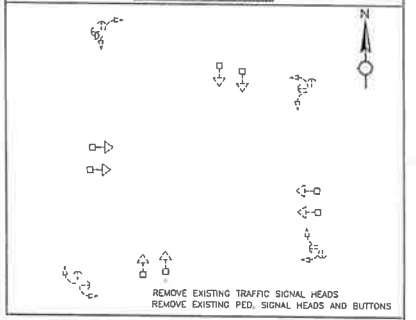


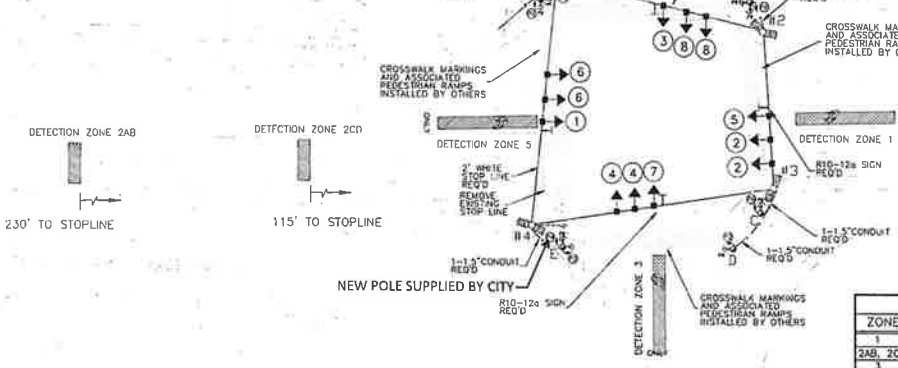
ALL SIGNAL HEADS SHALL BE LED

REQUIRED SIGNS



REMOVAL DIAGRAM





(POSTED 40 MPH)

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

RADAR DETECTION ZONE CHART

ZONE	SENSOR	PHASE	ZONE SIZE	COMMENTS
1	STOPLINE	1	6'X50'	
2AB, 2CD	ADVANCE	2	6'X18'	SET BACK DETECTION ZONES
3	STOPLINE	3	6'X50'	
4AB, 4CD	ADVANCE	4	6'X18'	6 SECOND DELAY
5	STOPLINE	5	6'X50'	
6AB, 6CD	ADVANCE	6	6'X18'	SET BACK DETECTION ZONES
7	STOPLINE	7	6'X50'	
8AB, 8CD	ADVANCE	8	6'X18'	6 SECOND DELAY

LEGEND

EXISTING	REQUIRED	DESCRIPTION
	⊠	TRAFFIC SIGNAL CONTROLLER
		TRAFFIC SIGNAL HEAD
	●	STEEL TRAFFIC SIGNAL POLE
		DETECTION ZONE
		RADAR DETECTION
		LUMINAIRE ASSEMBLY
	—C—	CONDUIT
	D	POWER DISCONNECT
		PED. SIGNAL HEAD (SIDE MOUNT)
		PEDESTRIAN PEDESTAL POLE
		PEDESTRIAN PUSHBUTTON
		SIGN (POLE MOUNTED)
		SIGN (SPAN WIRE MOUNTED)

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

QUANTITY	UNIT	DESCRIPTION
1	EA	TRAFFIC CONTROL UNIT, NEMA TS2 TYPE 1
8	EA	SIGNAL HEAD, ONE WAY, 12", 3-SECTION (R,Y,G), LED, YELLOW W/BLACK VISORS
4	EA	SIGNAL HEAD, ONE WAY, 12", 4-SECTION (<R,<Y,FYA,<G), LED, YELLOW W/BLACK VISORS
8	EA	PEDESTRIAN SIGNAL HEAD (MAN/HAND) COUNTDOWN, LED, BLACK
8	EA	PEDESTRIAN PUSH BUTTON, ADA COMPLIANT-APS, & ASSOCIATED R10-3e SIGNS
~~6~~	~~EA~~	~~CONCRETE FOUNDATION FOR PEDESTAL POLES~~
~~5~~	~~EA~~	~~PEDESTRIAN PEDESTAL POLE, 8' (SPUN ALUMINUM)~~
125	LF	1.5" CONDUIT (PVC)
650	LF	4C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
650	LF	10C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
1450	LF	5C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1 (FOR PED HEADS/BUTTONS)
4	EA	WAVETRONIX SMARTSENSOR DETECTION FOR COMPARABLE
1250	LF	6C RADAR SENSOR CABLE
~~24~~	~~LF~~	~~WHITE STOP LINE (THERMOPLASTIC) 24" WIDTH~~
4	EA	TRAFFIC SIGN, 30"X36"
~~4~~	~~EA~~	~~REMOVE EXISTING STOP LINE AS INDICATED~~
1	EA	REMOVE TRAFFIC CONTROL UNIT (PARTIAL)
1	EA	TRAFFIC SIGNAL POLE, 37' STEEL, WITH 12' LUMINAIRE EXT
1	EA	CONCRETE SIGNAL POLE FOUNDATION

SUPPORTING STRUCTURES

POLE	POLE LENGTH (FT)	COMMENTS
1	37	EXISING SIGNAL POLE W/ LUM, RETAIN
2	37	EXISTING SIGNAL POLE, RETAIN
3	37	EXISTING SIGNAL POLE, RETAIN
4	37	EXISTING SIGNAL POLE W/ LUM, REPLACE

PEDESTRIAN SIGN HEADS AND PUSH BUTTONS TO BE INSTALLED ON TRAFFIC SIGNAL STRAIN POLES.

Revisions:

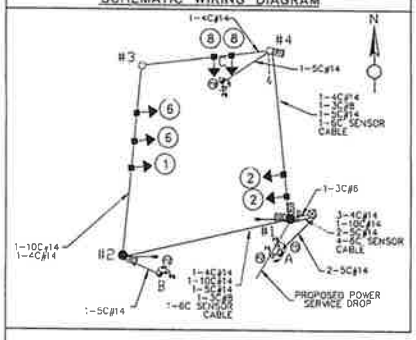
COTTAGE HILL ROAD AND HILLCREST ROAD
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL MODIFICATION LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3544 Vann Road Suite 100 Birmingham, AL 35235
Telephone (205) 414-0483 Fax (205) 453-1929

30 0 30 60

Date: November 1, 2019
Project no.:
Sheet 3 of .

SCHEMATIC WIRING DIAGRAM



GENERAL NOTES

1. THE INSTALLER IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING. A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
2. THE INSTALLER IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS HE WILL UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL PER THE MUTCD, LATEST EDITION.
3. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED.
4. ~~PEDESTRIAN SIGNAL HEAD SHALL BE SPUN ALUMINUM.~~
5. ALL TRAFFIC SIGNAL HEADS SHALL BE L.E.D. WITH BLACK FRONT VISORS AND YELLOW SIGNAL HEADS
6. ALL PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. AND BLACK AND PROVIDE COUNTDOWN TIMERS.
7. EACH PUSHBUTTON SHALL BE ADA COMPLIANT AND ACCOMPANIED BY AN R10-3e SIGN.
8. ~~TRAFFIC CONTROLLER SHALL BE COMPATABLE WITH ADJACENT INTERSECTION EQUIPMENT FOR SYSTEM INTERCONNECT.~~
9. ALL EQUIPMENT REMOVED BY THE CONTRACTOR SHALL BE DELIVERED TO A LOCATION SPECIFIED BY THE CITY OF MOBILE TRAFFIC ENGINEERING DEPT.
10. ALL PRESENCE DETECTION ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
11. CONTRACTOR SHALL MAKE ALL REQUIRED ADJUSTMENTS TO THE RADAR DETECTION PER THE MANUFACTURERS REQUIREMENTS TO DETECT EACH DETECTION ZONE SHOWN ON PLANS.
12. CONTRACTOR SHALL GAIN APPROVAL OF ALL EQUIPMENT BY THE CITY OF MOBILE TRAFFIC ENGINEERING DEPARTMENT PRIOR TO ORDERING.
13. CONTRACTOR SHALL CONTACT CITY OF MOBILE TRAFFIC ENGINEERING DEPARTMENT PRIOR TO PERFORMING ANY WORK ON THE TRAFFIC SIGNAL AND/OR IN THE TRAFFIC SIGNAL CONTROLLER CABINET.

SUGGESTED LOCAL CONTROLLER PROGRAMMING CHART

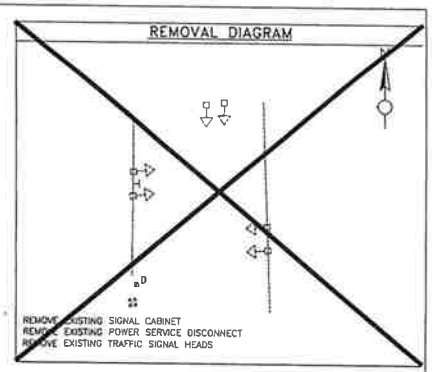
PHASE	MIN INITIAL	DENSITY ACTIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE OMIT	NON-LOCK
1	5.0	N	2.0	4.0	2.0	35.0	-	-	N	N	Y
2	5.0	N	3.0	4.0	3.0	80.0	7.0	16.0	Y	N	N
3		N	-	-	-	-	-	-	-	Y	-
4		N	-	-	-	-	-	-	-	Y	-
5		N	-	-	-	-	-	-	-	Y	-
6	5.0	N	3.0	4.0	3.0	80.0	-	-	Y	N	N
7		N	-	-	-	-	-	-	-	Y	-
8	5.0	N	3.0	4.0	3.0	60.0	7.0	11.0	N	N	N

NOTES:
- LOCAL CONTROLLER TIMINGS TO BE INSTALLED BY THE SIGNAL CONTRACTOR.

THIS INTERSECTION DOES NOT REQUIRE NEW VEHICULAR SIGNAL HEADS OR WIRING.

EXISTING WIRING EXISTS TO ACCOMODATE THE SHIFT OF THE SIGNALS FROM THE EXISTING POLES TO THE NEW POLE #1 AND #2.

REMOVAL DIAGRAM

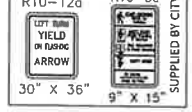


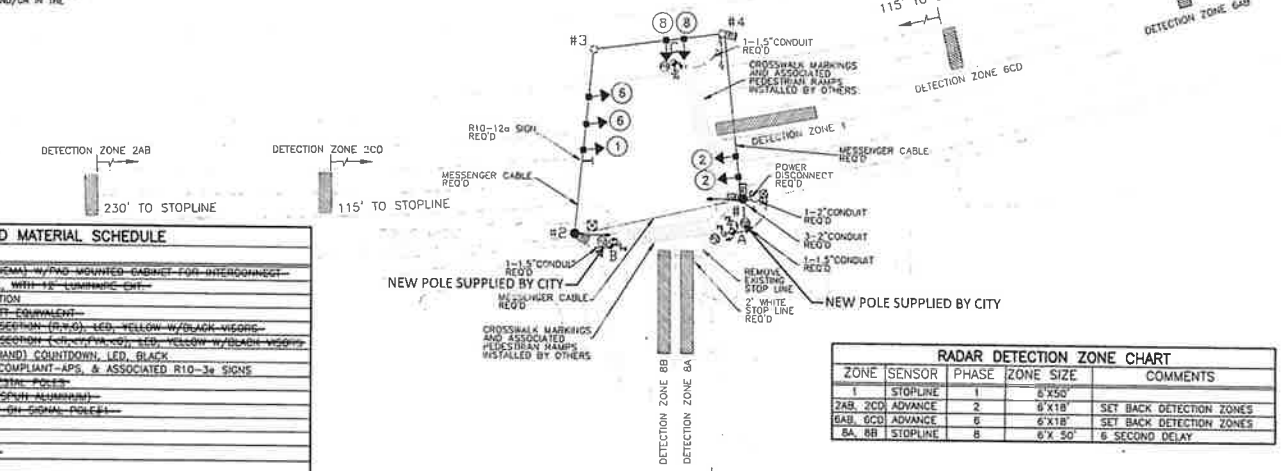
TRAFFIC SIGNAL PHASE DIAGRAM

ø1	ø2 PED	ø3 OMIT	ø4 OMIT
ø5 OMIT	ø6	ø7 OMIT	ø8 PED

REQUIRED SIGNAL HEADS (LED)

REQUIRED SIGNS





PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

QUANTITY	UNIT	DESCRIPTION
~~1~~	~~EA~~	~~8 PHASE SIGNAL CONTROLLER (NEMA) W/PAD MOUNTED CABINET FOR INTERCONNECT~~
2	EA	TRAFFIC SIGNAL POLE, 28' STEEL, ~~WITH 15' LUMINAIRE ARM~~
2	EA	CONCRETE SIGNAL POLE FOUNDATION
~~2~~	~~EA~~	~~LED LUMINAIRE FIXTURE, 650 WATT EQUIVALENT~~
~~8~~	~~EA~~	~~SIGNAL HEAD, ONE WAY, 12", 3 SECTION (R,Y,G), LED, YELLOW W/BLACK VISORS~~
~~1~~	~~EA~~	~~SIGNAL HEAD, ONE WAY, 12", 4 SECTION (~~
4	EA	PEDESTRIAN SIGNAL HEAD (MAN/HAND) COUNTDOWN, LED, BLACK
4	EA	PEDESTRIAN PUSH BUTTON, ADA COMPLIANT-APS, & ASSOCIATED R10-3e SIGNS
~~8~~	~~EA~~	~~CONCRETE FOUNDATION FOR PEDESTAL POLES~~
~~2~~	~~EA~~	~~PEDESTRIAN PEDESTAL POLE, 9' (SPUN ALUMINUM)~~
1	EA	POWER SERVICE AND DISCONNECT ON SIGNAL POLE#1
~~75~~	~~LF~~	~~1.5" CONDUIT (PVC)~~
~~50~~	~~LF~~	~~2" CONDUIT (PVC)~~
~~20~~	~~LF~~	~~3C#6 CONTROLLER POWER CABLE~~
~~200~~	~~LF~~	~~5C#8 LUMINAIRE CABLE~~
~~60~~	~~LF~~	~~3C#10 LUMINAIRE EXTENSION CABLE~~
~~350~~	~~LF~~	~~4C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1~~
~~175~~	~~LF~~	~~10C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1~~
425	LF	5C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1 (FOR PED HEADS/BUTTONS)
8	EA	WAVETRONIX SMARTSENSOR DETECTION ~~(OR COMPARABLE)~~
350	LF	6C RADAR SENSOR CABLE
~~24~~	~~LF~~	~~WHITE STOP LINE (THERMOPLASTIC) 24" WIDTH~~
1	EA	TRAFFIC SIGN, 30" X 36"
~~1~~	~~EA~~	~~REMOVE EXISTING STOP LINE AS INDICATED~~
~~1~~	~~EA~~	~~REMOVE TRAFFIC CONTROL UNIT (PARTIAL)~~

RADAR DETECTION ZONE CHART

ZONE	SENSOR	PHASE	ZONE SIZE	COMMENTS
1	STOPLINE	1	6'X50'	
2AB, 2CD	ADVANCE	2	6'X18'	SET BACK DETECTION ZONES
6AB, 6CD	ADVANCE	6	6'X18'	SET BACK DETECTION ZONES
8A, 8B	STOPLINE	8	6'X 50'	6 SECOND DELAY

SUPPORTING STRUCTURES

POLE	POLE LENGTH (FT)	COMMENTS
1	37	NEW SIGNAL POLE ~~W/ LUM~~
2	37	NEW SIGNAL POLE ~~W/ LUM~~
3	27	EXISTING SIGNAL POLE, RETAIN
4	37	EXISTING SIGNAL POLE W/ LUM., RETAIN

LEGEND

EXISTING	REQUIRED	DESCRIPTION
	⊠	TRAFFIC SIGNAL CONTROLLER
		TRAFFIC SIGNAL HEAD
	●	STEEL TRAFFIC SIGNAL POLE
		DETECTION ZONE
	R	RADAR DETECTION
		LUMINAIRE ASSEMBLY
	—c—	CONDUIT
	PD	POWER DISCONNECT
		PED. SIGNAL HEAD (SIDE MOUNT)
		PEDESTRIAN PEDESTAL POLE
		PEDESTRIAN PUSHBUTTON
		SIGN (PED. POLE MOUNTED)
		SIGN (SPAN WIRE MOUNTED)

Revisions:

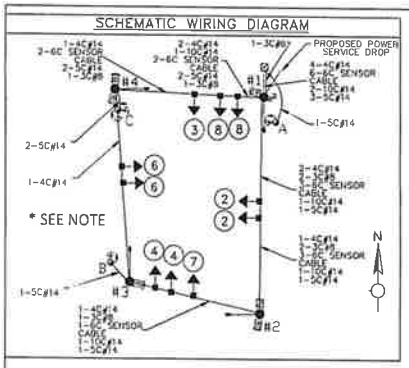
COTTAGE HILL ROAD AND LLOYDS LANE
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3659 Lorna Road, Suite 200 Birmingham, AL 35216
Telephone: 205-988-8878 Fax: 205-988-8879

30 0 30 60

Date: November 1, 2019
Project No.:
Sheet 4 of

SCHEMATIC WIRING DIAGRAM



* NOTE * SIGNAL PHASING SHALL MATCH THE STANDARD PHASING ASSIGNMENTS FOR A MAJOR NORTH/SOUTH CORRIDOR AS PER THE ALDOT TRAFFIC SIGNAL MANUAL.

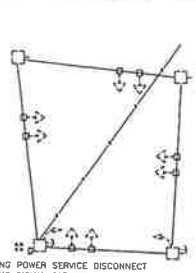
CABINET TO REMAIN ON SOUTHWEST CORNER OF INTERSECTION. EXISTING WOOD POLE IN SAME CORNER CAN REMAIN AND SERVE AS THE DROP POLE FOR THE POWER SERVICE.

SUGGESTED CONTROLLER PROGRAMMING CHART

PHASE	MIN INITIAL	DENSITY ACTIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE OMIT	NON-LOCK
1	-	N	-	-	-	-	-	-	-	Y	-
2	6.0	N	2.0	4.0	1.0	25.0	-	-	N	N	N
3	6.0	N	2.0	4.0	2.0	25.0	-	-	N	N	Y
4	6.0	N	4.0	4.0	2.0	50.0	7.0	13.0	Y	N	N
5	-	N	-	-	-	-	-	-	-	Y	-
6	6.0	N	2.0	4.0	1.0	25.0	7.0	16.0	N	N	N
7	6.0	N	2.0	4.0	2.0	25.0	-	-	N	N	Y
8	6.0	N	4	4.0	2.0	50.0	-	-	Y	N	N

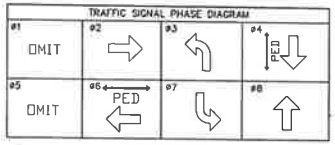
* SEE NOTE

REMOVAL DIAGRAM



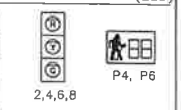
REMOVE EXISTING POWER SERVICE DISCONNECT
REMOVE EXISTING SIGNAL CABINET
REMOVE EXISTING WOOD SIGNAL POLES
REMOVE EXISTING TRAFFIC SIGNAL HEADS

TRAFFIC SIGNAL PHASE DIAGRAM



* SEE NOTE

REQUIRED SIGNAL HEADS (LED)



3, 7 **ALL SIGNAL HEADS SHALL BE LED**

* SEE NOTE

REQUIRED SIGNS

GENERAL NOTES

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3. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED.
4. ~~PEDESTRIAN SIGNAL HEAD SHALL BE SOLID ALUMINUM.~~
5. ALL TRAFFIC SIGNAL HEADS SHALL BE L.E.D. WITH BLACK FRONT VISORS AND YELLOW SIGNAL HEADS
6. ALL PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. AND BLACK AND PROVIDE COUNTDOWN TIMERS.
7. EACH PUSHBUTTON SHALL BE ADA COMPLIANT AND ACCOMPANIED BY AN R10-3e SIGN.
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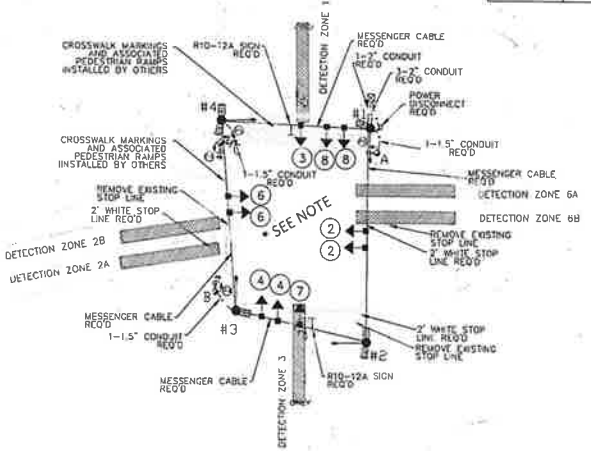


ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

QUANTITY	UNIT	DESCRIPTION
1	EA	TRAFFIC CONTROL UNIT, NEMA TS2 TYPE 1
4	EA	TRAFFIC SIGNAL POLE, 37' STEEL, WITH 12' LUMINAIRE EXT., (2 WITHOUT LUMINAIRE EXT)
4	EA	CONCRETE SIGNAL POLE FOUNDATION
2	EA	LED LUMINAIRE FIXTURE, 250 WATT EQUIVALENT
8	EA	SIGNAL HEAD, ONE WAY, 12", 3-SECTION (R,Y,G), LED, YELLOW W/BLACK VISORS
2	EA	SIGNAL HEAD, ONE WAY, 12", 4-SECTION (<R,<Y,FYA,<G), LED, YELLOW W/BLACK VISORS
4	EA	PEDESTRIAN SIGNAL HEAD (MAN/HAND) COUNTDOWN, LED, BLACK
4	EA	PEDESTRIAN PUSH BUTTON, ADA COMPLIANT-APS, & ASSOCIATED R10-3e SIGNS
~~3~~	~~EA~~	~~CONCRETE FOUNDATION FOR PEDESTAL POLES~~
~~3~~	~~EA~~	~~PEDESTRIAN PEDESTAL POLE, 8' (SPUN ALUMINUM)~~
1	EA	POWER SERVICE DISCONNECT ON SIGNAL POLE#1
75	LF	1.5" CONDUIT (PVC)
60	LF	2" CONDUIT (PVC)
30	LF	3C#8 CONTROLLER POWER CABLE
475	LF	3C#8 LUMINAIRE CABLE
60	LF	3C#10 LUMINAIRE EXTENSION CABLE
575	LF	4C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
300	LF	10C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
600	LF	5C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1 (FOR PED HEADS/BUTTONS)
6	EA	WAVETRONIX SMARTSENSOR DETECTION ~~(OR COMPARABLE)~~
850	LF	6C RADAR SENSOR CABLE
~~105~~	~~LF~~	~~WHITE STOP LINE (THERMOPLASTIC) 24" WIDTH~~
2	EA	TRAFFIC SIGN, 30" X 36"
~~3~~	~~EA~~	~~REMOVE EXISTING STOP LINE AS INDICATED~~
1	EA	REMOVE TRAFFIC CONTROL UNIT

RADAR DETECTION ZONE CHART

ZONE	SENSOR	PHASE	ZONE SIZE	COMMENTS
2A, 2B	STOPLINE	2	6'X50'	6 SECOND DELAY
3	STOPLINE	3	6'X50'	
4AB, 6CD	ADVANCE	4	6'X18'	SET BACK DETECTION ZONES
6AB, 6CD	STOPLINE	6	6'X50'	6 SECOND DELAY
7	STOPLINE	7	6'X50'	
8AB, 8CD	STOPLINE	8	6'X18'	SET BACK DETECTION ZONES

* SEE NOTE

SUPPORTING STRUCTURES

POLE	POLE LENGTH (FT)	COMMENTS
1	37	NEW SIGNAL POLE ~~W/ LUM~~
2	37	NEW SIGNAL POLE ~~W/ LUM~~
3	37	NEW SIGNAL POLE W/ LUM.
4	37	NEW SIGNAL POLE W/ LUM.

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

LEGEND

EXISTING	REQUIRED	DESCRIPTION
	⊠	TRAFFIC SIGNAL CONTROLLER
▭▷	▭▷○	TRAFFIC SIGNAL HEAD
	●	STEEL TRAFFIC SIGNAL POLE
⊘–		WOOD TRAFFIC SIGNAL POLE
	▨	DETECTION ZONE
	▣	RADAR DETECTION
⋯◁	—●	LUMINAIRE ASSEMBLY
	—ℓ—	CONDUIT
▫D	▫D	POWER DISCONNECT
⋰	◜	PED. SIGNAL HEAD (SIDE MOUNT)
	●	PEDESTRIAN PEDESTAL POLE
	⊣	PEDESTRIAN PUSHBUTTON
	⊣	SIGN (PED. POLE MOUNTED)
	⊣	SIGN (SPAN WIRE MOUNTED)

Revisions:

HILLCREST ROAD AND CHRISTOPHER DRIVE
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3664 Lyons Road, Suite 100 Birmingham, AL 35243
Telephone (205) 408-0555 Fax (205) 408-0557

30 0 30 60

Date: November 1, 2019
Project no.:
Sheet 5 of

SCHEMATIC WIRING DIAGRAM

GENERAL NOTES

1. THE INSTALLER IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING. A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
2. THE INSTALLER IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS HE WILL UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL, PER THE MUTCD, LATEST EDITION.
3. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED.
4. PEDESTRIAN SIGNAL POLE SHALL BE SPUN ALUMINUM.
5. ALL TRAFFIC SIGNAL HEADS SHALL BE L.E.D. WITH BLACK FRONT VISORS AND YELLOW SIGNAL HEADS
6. ALL PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. AND BLACK AND PROVIDE COUNTDOWN TIMERS.
7. EACH PUSHBUTTON SHALL BE ADA COMPLIANT AND ACCOMPANIED BY AN R10-3e SIGN.
8. TRAFFIC MASTER CONTROLLER SHALL BE COMPATIBLE WITH ADJACENT INTERSECTION EQUIPMENT FOR SYSTEM INTERCONNECT.
9. ALL EQUIPMENT REMOVED BY THE CONTRACTOR SHALL BE DELIVERED TO A LOCATION SPECIFIED BY THE CITY OF MOBILE TRAFFIC ENGINEERING DEPT.
10. ALL PRESENCE DETECTION ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
11. CONTRACTOR SHALL MAKE ALL REQUIRED ADJUSTMENTS TO THE RADAR DETECTION PER THE MANUFACTURERS REQUIREMENTS TO DETECT EACH DETECTION ZONE SHOWN ON PLANS.
12. CONTRACTOR SHALL GAIN APPROVAL OF ALL EQUIPMENT BY THE CITY OF MOBILE TRAFFIC ENGINEERING DEPARTMENT PRIOR TO ORDERING.
13. CONTRACTOR SHALL CONTACT CITY OF MOBILE TRAFFIC ENGINEERING DEPARTMENT PRIOR TO PERFORMING ANY WORK ON THE TRAFFIC SIGNAL AND/OR IN THE TRAFFIC SIGNAL CONTROLLER CABINET.

LOCAL CONTROLLER PROGRAMMING CHART

PHASE	MIN INITIAL	DENSITY ACTIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE DWT	NON-LOCK
1	4.0	N	2.0	4.0	2.0	40.0	-	-	N	N	Y
2	8.0	N	2.0	4.0	3.0	80.0	7.0	17.0	Y	N	N
3	6.0	N	3.0	4.0	2.0	80.0	-	-	N	N	Y
4	6.0	N	2.0	4.0	3.0	80.0	7.0	25.0	N	N	N
5	6.0	N	2.0	4.0	2.0	40.0	-	-	N	N	Y
6	8.0	N	2.0	4.0	3.0	80.0	7.0	33.0	Y	N	N
7	6.0	N	2.0	4.0	2.0	50.0	-	-	N	N	Y
8	6.0	N	2.0	4.0	3.0	80.0	7.0	19.0	N	N	N

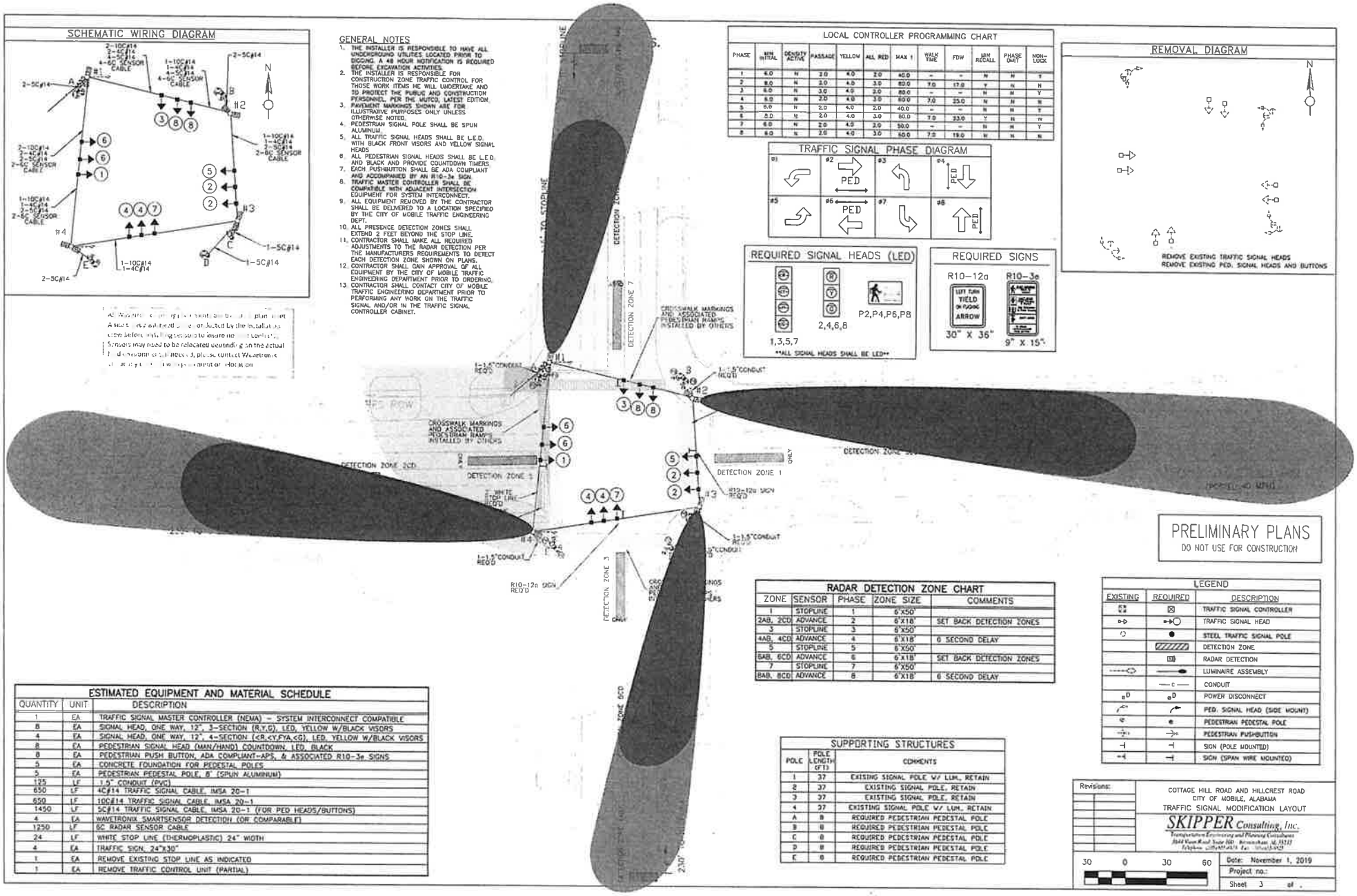
TRAFFIC SIGNAL PHASE DIAGRAM

REQUIRED SIGNAL HEADS (LED)

ALL SIGNAL HEADS SHALL BE LED

REQUIRED SIGNS

REMOVAL DIAGRAM



RADAR DETECTION ZONE CHART

ZONE	SENSOR	PHASE	ZONE SIZE	COMMENTS
1	STOPLINE	1	6'X50'	
2AB, 2CD	ADVANCE	2	6'X18'	SET BACK DETECTION ZONES
3	STOPLINE	3	6'X50'	
4AB, 4CD	ADVANCE	4	6'X18'	6 SECOND DELAY
5	STOPLINE	5	6'X50'	
6AB, 6CD	ADVANCE	6	6'X18'	SET BACK DETECTION ZONES
7	STOPLINE	7	6'X50'	
8AB, 8CD	ADVANCE	8	6'X18'	6 SECOND DELAY

LEGEND

EXISTING	REQUIRED	DESCRIPTION
⊠	⊠	TRAFFIC SIGNAL CONTROLLER
⊳◇	⊳◇	TRAFFIC SIGNAL HEAD
○	●	STEEL TRAFFIC SIGNAL POLE
	▨	DETECTION ZONE
	▣	RADAR DETECTION
⟿	⟿	LUMINAIRE ASSEMBLY
	—C—	CONDUIT
⊠D	⊠D	POWER DISCONNECT
⊳	⊳	PED. SIGNAL HEAD (SIDE MOUNT)
⊳	●	PEDESTRIAN PEDESTAL POLE
⊳	⊳	PEDESTRIAN PUSHBUTTON
⊣	⊣	SIGN (POLE MOUNTED)
⊣	⊣	SIGN (SPAN WIRE MOUNTED)

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

QUANTITY	UNIT	DESCRIPTION
1	EA	TRAFFIC SIGNAL MASTER CONTROLLER (NEMA) – SYSTEM INTERCONNECT COMPATIBLE
8	EA	SIGNAL HEAD, ONE WAY, 12", 3-SECTION (R,Y,G), LED, YELLOW W/BLACK VISORS
4	EA	SIGNAL HEAD, ONE WAY, 12", 4-SECTION (<R,<Y,FYA,<G), LED, YELLOW W/BLACK VISORS
8	EA	PEDESTRIAN SIGNAL HEAD (MAN/HAND) COUNTDOWN, LED, BLACK
8	EA	PEDESTRIAN PUSH BUTTON, ADA COMPLIANT-APS, & ASSOCIATED R10-3e SIGNS
5	EA	CONCRETE FOUNDATION FOR PEDESTAL POLES
5	EA	PEDESTRIAN PEDESTAL POLE, 8' (SPUN ALUMINUM)
125	LF	1.5" CONDUIT (PVC)
650	LF	4C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
650	LF	10C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
1450	LF	5C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1 (FOR PED HEADS/BUTTONS)
4	EA	WAVETRONIX SMARTSENSOR DETECTION (OR COMPARABLE)
1250	LF	6C RADAR SENSOR CABLE
24	LF	WHITE STOP LINE (THERMOPLASTIC) 24" WIDTH
4	EA	TRAFFIC SIGN, 24"X30"
1	EA	REMOVE EXISTING STOP LINE AS INDICATED
1	EA	REMOVE TRAFFIC CONTROL UNIT (PARTIAL)

SUPPORTING STRUCTURES

POLE	POLE LENGTH (FT)	COMMENTS
1	37	EXISING SIGNAL POLE W/ LUM., RETAIN
2	37	EXISTING SIGNAL POLE, RETAIN
3	37	EXISTING SIGNAL POLE, RETAIN
4	37	EXISTING SIGNAL POLE W/ LUM., RETAIN
A	8	REQUIRED PEDESTRIAN PEDESTAL POLE
B	8	REQUIRED PEDESTRIAN PEDESTAL POLE
C	8	REQUIRED PEDESTRIAN PEDESTAL POLE
D	8	REQUIRED PEDESTRIAN PEDESTAL POLE
E	8	REQUIRED PEDESTRIAN PEDESTAL POLE

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

Revisions:

COTTAGE HILL ROAD AND HILLCREST ROAD
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL MODIFICATION LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3644 Vann Road Suite 100 Birmingham AL 35235
Telephone (205)991-8575 Fax (205)991-8579

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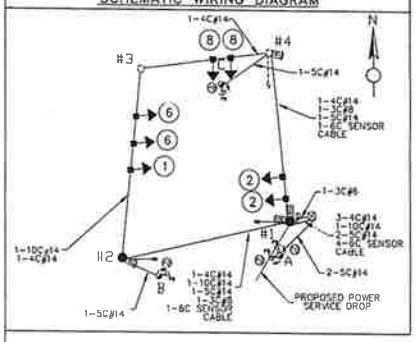
Date: November 1, 2019
Project no.:
Sheet 3 of .

SCHEMATIC WIRING DIAGRAM



GENERAL NOTES

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2. THE INSTALLER IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS HE WILL UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL, PER THE MUTCD, LATEST EDITION.
3. PAVEMENT MARKINGS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED.
4. PEDESTRIAN SIGNAL POLE SHALL BE SPUN ALUMINUM.
5. ALL TRAFFIC SIGNAL HEADS SHALL BE L.E.D. WITH BLACK FRONT VISORS AND YELLOW SIGNAL HEADS
6. ALL PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. AND BLACK AND PROVIDE COUNTDOWN TIMERS.
7. EACH PUSHBUTTON SHALL BE ADA COMPLIANT AND ACCOMPANIED BY AN R10-3e SIGN.
8. TRAFFIC CONTROLLER SHALL BE COMPATIBLE WITH ADJACENT INTERSECTION EQUIPMENT FOR SYSTEM INTERCONNECT.
9. ALL EQUIPMENT REMOVED BY THE CONTRACTOR SHALL BE DELIVERED TO A LOCATION SPECIFIED BY THE CITY OF MOBILE TRAFFIC ENGINEERING DEPT.
10. ALL PRESENCE DETECTION ZONES SHALL EXTEND 2 FEET BEYOND THE STOP LINE.
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SUGGESTED LOCAL CONTROLLER PROGRAMMING CHART

PHASE	MIN INITIAL	DENSITY ACTIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE OMIT	NON-LOCK
1	6.0	N	3.0	4.0	2.0	35.0	-	-	N	N	Y
2	6.0	N	3.0	4.0	3.0	80.0	7.0	16.0	Y	N	N
3		N	-	-	-	-	-	-	-	Y	-
4		N	-	-	-	-	-	-	-	Y	-
5		N	-	-	-	-	-	-	-	Y	-
6	6.0	N	3.0	4.0	3.0	80.0	-	-	Y	N	N
7		N	-	-	-	-	-	-	-	Y	-
8	6.0	N	3.0	4.0	2.0	80.0	7.0	11.0	N	N	N

NOTES:
* LOCAL CONTROLLER TIMINGS TO BE INSTALLED BY THE SIGNAL CONTRACTOR.

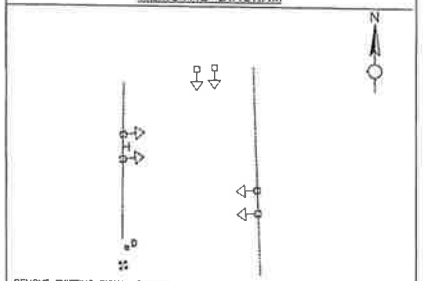
TRAFFIC SIGNAL PHASE DIAGRAM

ø1	ø2	ø3	ø4
	PED	OMIT	OMIT
ø5	ø6	ø7	ø8
OMIT		OMIT	PED

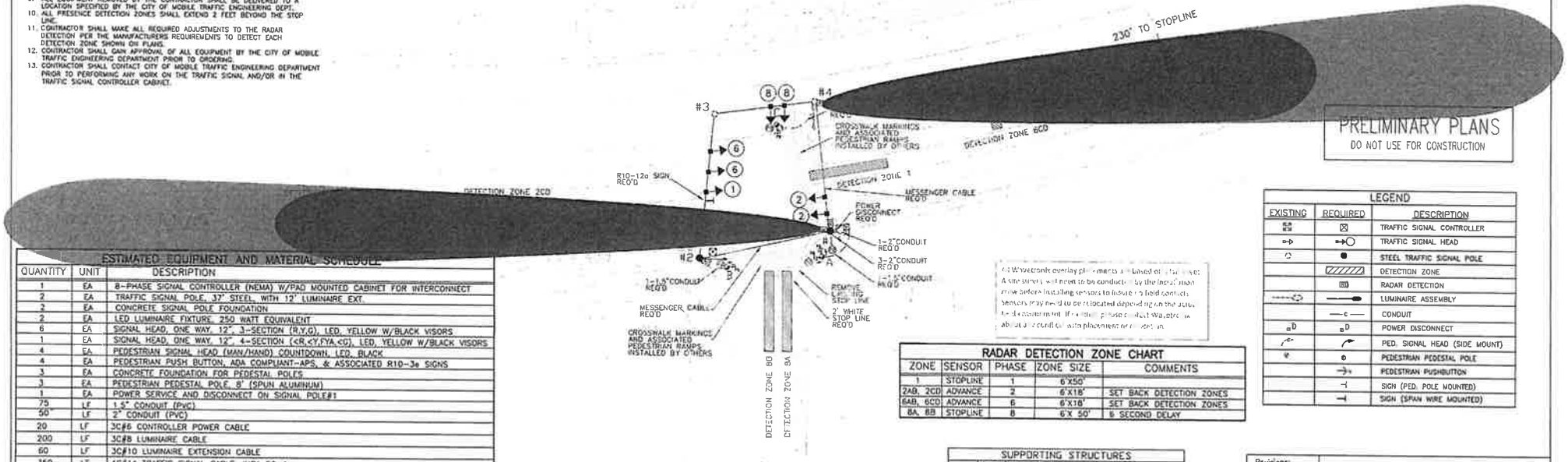
REQUIRED SIGNAL HEADS (LED)

REQUIRED SIGNS

REMOVAL DIAGRAM



REMOVE EXISTING SIGNAL CABINET
REMOVE EXISTING POWER SERVICE DISCONNECT
REMOVE EXISTING TRAFFIC SIGNAL HEADS



PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

QUANTITY	UNIT	DESCRIPTION
1	EA	8-PHASE SIGNAL CONTROLLER (NEMA) W/PAD MOUNTED CABINET FOR INTERCONNECT
2	EA	TRAFFIC SIGNAL POLE, 37' STEEL WITH 12' LUMINAIRE EXT.
3	EA	CONCRETE SIGNAL POLE FOUNDATION
2	EA	LED LUMINAIRE FIXTURE, 250 WATT EQUIVALENT
6	EA	SIGNAL HEAD, ONE WAY, 12", 3-SECTION (R,Y,G), LED, YELLOW W/BLACK VISORS
1	EA	SIGNAL HEAD, ONE WAY, 12", 4-SECTION (<R,<Y,FYA,<G), LED, YELLOW W/BLACK VISORS
4	EA	PEDESTRIAN SIGNAL HEAD (MAN/HAND) COUNTDOWN, LED, BLACK
4	EA	PEDESTRIAN PUSH BUTTON, ADA COMPLIANT--APS, & ASSOCIATED R10-3e SIGNS
3	EA	CONCRETE FOUNDATION FOR PEDESTAL POLES
3	EA	PEDESTRIAN PEDESTAL POLE, 8' (SPUN ALUMINUM)
1	EA	POWER SERVICE AND DISCONNECT ON SIGNAL POLE#1
75	LF	1.5" CONDUIT (PVC)
50	LF	2" CONDUIT (PVC)
20	LF	3C#6 CONTROLLER POWER CABLE
200	LF	3C#8 LUMINAIRE CABLE
60	LF	3C#10 LUMINAIRE EXTENSION CABLE
350	LF	4C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
175	LF	10C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
425	LF	5C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1 (FOR PED HEADS/BUTTONS)
8	EA	WAVETRONIX SMARTSENSOR DETECTION (OR COMPARABLE)
350	LF	6C RADAR SENSOR CABLE
24	LF	WHITE STOP LINE (THERMOPLASTIC) 24" WIDTH
1	EA	TRAFFIC SIGN, 24"X30"
1	EA	REMOVE EXISTING STOP LINE AS INDICATED
1	EA	REMOVE TRAFFIC CONTROL UNIT (PARTIAL)

RADAR DETECTION ZONE CHART

ZONE	SENSOR	PHASE	ZONE SIZE	COMMENTS
1	STOPLINE	1	6'X50'	
2AB, 2CD	ADVANCE	2	6'X18'	SET BACK DETECTION ZONES
6AB, 6CD	ADVANCE	6	6'X18'	SET BACK DETECTION ZONES
8A, 8B	STOPLINE	8	6'X 50'	6 SECOND DELAY

SUPPORTING STRUCTURES

POLE	POLE LENGTH (FT)	COMMENTS
1	37	NEW SIGNAL POLE W/ LUM.
2	37	NEW SIGNAL POLE W/ LUM.
3	37	EXISTING SIGNAL POLE, RETAIN
4	37	EXISTING SIGNAL POLE W/ LUM., RETAIN
A	8	REQUIRED PEDESTRIAN PEDESTAL POLE
B	8	REQUIRED PEDESTRIAN PEDESTAL POLE
C	8	REQUIRED PEDESTRIAN PEDESTAL POLE

LEGEND

EXISTING	REQUIRED	DESCRIPTION
	☒	TRAFFIC SIGNAL CONTROLLER
		TRAFFIC SIGNAL HEAD
	●	STEEL TRAFFIC SIGNAL POLE
		DETECTION ZONE
		RADAR DETECTION
		LUMINAIRE ASSEMBLY
	—c—	CONDUIT
		POWER DISCONNECT
		PED. SIGNAL HEAD (SIDE MOUNT)
		PEDESTRIAN PEDESTAL POLE
		PEDESTRIAN PUSHBUTTON
		SIGN (PED. POLE MOUNTED)
		SIGN (SPAN WIRE MOUNTED)

Revisions:

COTTAGE HILL ROAD AND LLOYDS LANE
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
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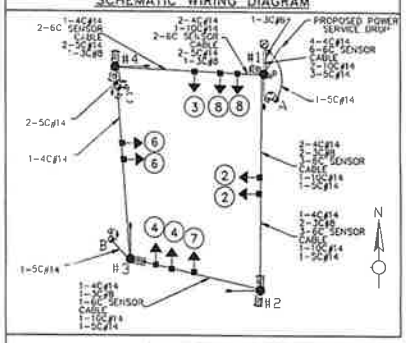
30 0 30 60

Date: November 1, 2019
Project no.:
Sheet 4 of

SCHEMATIC WIRING DIAGRAM



GENERAL NOTES

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6. ALL PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. AND BLACK AND PROVIDE COUNTDOWN TIMERS.
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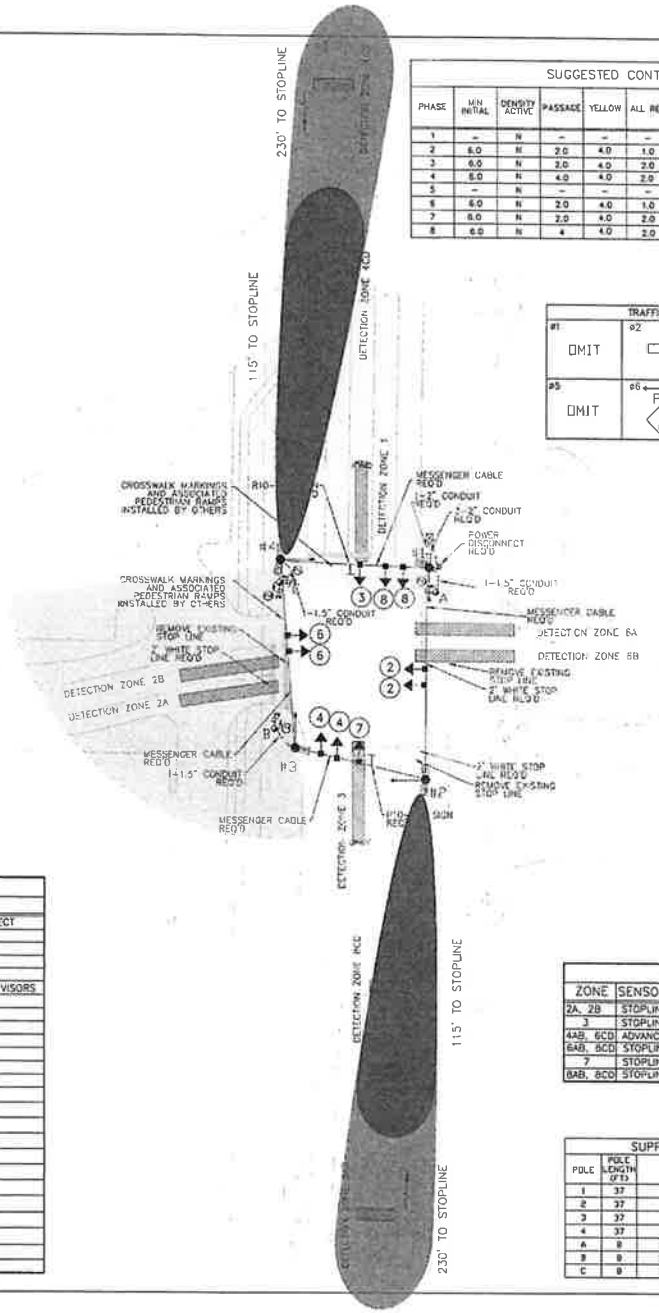
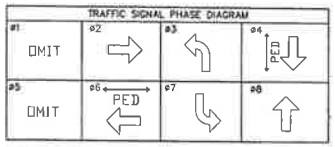


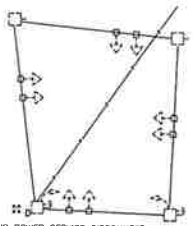
SUGGESTED CONTROLLER PROGRAMMING CHART

PHASE	MIN INITIAL	DENSITY ACTIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE OMIT	NON-LOCK
1	-	N	-	-	-	-	-	-	-	Y	-
2	6.0	N	2.0	4.0	1.0	25.0	-	-	N	N	N
3	6.0	N	2.0	4.0	2.0	25.0	-	-	N	N	Y
4	6.0	N	4.0	4.0	2.0	50.0	7.0	13.0	Y	N	N
5	-	N	-	-	-	-	-	-	-	Y	-
6	6.0	N	2.0	4.0	1.0	25.0	7.0	16.0	N	N	N
7	6.0	N	2.0	4.0	2.0	25.0	-	-	N	N	Y
8	6.0	N	4	4.0	2.0	50.0	-	-	Y	N	N

TRAFFIC SIGNAL PHASE DIAGRAM

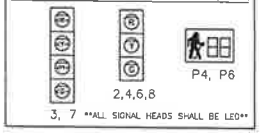


REMOVAL DIAGRAM

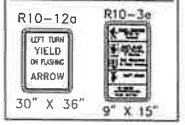


REMOVE EXISTING POWER SERVICE DISCONNECT
REMOVE EXISTING SIGNAL CABINET
REMOVE EXISTING WOOD SIGNAL POLES
REMOVE EXISTING TRAFFIC SIGNAL HEADS

REQUIRED SIGNAL HEADS (LED)



REQUIRED SIGNS



ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

QUANTITY	UNIT	DESCRIPTION
1	EA	8-PHASE SIGNAL CONTROLLER (NEMA) W/PAD MOUNTED CABINET FOR INTERCONNECT
4	EA	TRAFFIC SIGNAL POLE, 37' STEEL, WITH 12' LUMINAIRE EXT.
4	EA	CONCRETE SIGNAL POLE FOUNDATION
4	EA	LED LUMINAIRE FIXTURE, 250 WATT EQUIVALENT
8	EA	SIGNAL HEAD, ONE WAY, 12", 3-SECTION (R,Y,G), LED, YELLOW W/BLACK VISORS
2	EA	SIGNAL HEAD, ONE WAY, 12", 4-SECTION (<R,<Y,FYA,<G), LED, YELLOW W/BLACK VISORS
4	EA	PEDESTRIAN SIGNAL HEAD (MAN/HAND) COUNTDOWN, LED, BLACK
4	EA	PEDESTRIAN PUSH BUTTON, ADA COMPLIANT-APS, & ASSOCIATED R10-3e SIGNS
3	EA	CONCRETE FOUNDATION FOR PEDESTAL POLES
3	EA	PEDESTRIAN PEDESTAL POLE, 8' (SPUN ALUMINUM)
1	EA	POWER SERVICE DISCONNECT ON SIGNAL POLE#1
75	LF	1.5" CONDUIT (PVC)
60	LF	2" CONDUIT (PVC)
30	LF	3C#6 CONTROLLER POWER CABLE
475	LF	3C#8 LUMINAIRE CABLE
60	LF	3C#10 LUMINAIRE EXTENSION CABLE
575	LF	4C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
300	LF	10C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1
600	LF	5C#14 TRAFFIC SIGNAL CABLE, IMSA 20-1 (FOR PED HEADS/BUTTONS)
6	EA	WAVETRONIX SMARTSENSOR DETECTION (OR COMPARABLE)
850	LF	6C RADAR SENSOR CABLE
105	LF	WHITE STOP LINE (THERMOPLASTIC) 24" WIDTH
2	EA	TRAFFIC SIGN, 24"X30"
3	EA	REMOVE EXISTING STOP LINE AS INDICATED
1	EA	REMOVE TRAFFIC CONTROL UNIT

RADAR DETECTION ZONE CHART

ZONE	SENSOR	PHASE	ZONE SIZE	COMMENTS
2A, 2B	STOPLINE	2	6'X50'	6 SECOND DELAY
3	STOPLINE	3	6'X50'	
4AB, 4CD	ADVANCE	4	6'X18'	SET BACK DETECTION ZONES
6AB, 6CD	STOPLINE	6	6'X50'	6 SECOND DELAY
7	STOPLINE	7	6'X50'	
8AB, 8CD	STOPLINE	8	6'X18'	SET BACK DETECTION ZONES

SUPPORTING STRUCTURES

POLE	POLE LENGTH (FT)	COMMENTS
1	37	NEW SIGNAL POLE W/ LUM.
2	37	NEW SIGNAL POLE W/ LUM.
3	37	NEW SIGNAL POLE W/ LUM.
4	37	NEW SIGNAL POLE W/ LUM.
A	8	REQUIRED PEDESTRIAN PEDESTAL POLE
B	8	REQUIRED PEDESTRIAN PEDESTAL POLE
C	8	REQUIRED PEDESTRIAN PEDESTAL POLE

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

LEGEND

EXISTING	REQUIRED	DESCRIPTION
	⊠	TRAFFIC SIGNAL CONTROLLER
○-○	→○	TRAFFIC SIGNAL HEAD
	●	STEEL TRAFFIC SIGNAL POLE
⊘-		WOOD TRAFFIC SIGNAL POLE
	▨	DETECTION ZONE
	▣	RADAR DETECTION
·····▭	——●	LUMINAIRE ASSEMBLY
	—▫—	CONDUIT
₀D	₀D	POWER DISCONNECT
⌐○	⌐	PED. SIGNAL HEAD (SIDE MOUNT)
	▫	PEDESTRIAN PEDESTAL POLE
	→|	PEDESTRIAN PUSHBUTTON
	⊣	SIGN (PED. POLE MOUNTED)
	⊣	SIGN (SPAN WIRE MOUNTED)

Revisions:

HILLCREST ROAD AND CHRISTOPHER DRIVE
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3644 Vann Road Suite 100 Birmingham, AL 35235
Telephone: (205)655-3381 Fax: (205)655-3027

30 0 30 60

Date: November 1, 2019
Project no.:
Sheet 5 of .

ATTACHMENT B

CONTRACTOR'S INSURANCE CERTIFICATIONS

ATTACHMENT C

CERTIFICATIONS, AFFIDAVITS

& PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
PROJECT NO: 2019-2060-02
PROJECT NAME: Traffic Signal Upgrades at Hillcrest Road & Cottage Hill Road

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.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this the

_____ day of _____ , 20___.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

CITY OF MOBILE
PROJECT NO: **2019-2060-02**
PROJECT NAME: **Traffic Signal Upgrades at Hillcrest Road & Cottage Hill Road**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

STATE OF: _____ COUNTY OF: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

_____

_____

_____

_____

Contractor: _____

Subscribed and sworn to before me this _____

____ day of _____, 20___ By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE
CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by City 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 City.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the City.

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. The Contractor must provide a 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 D

PROJECT ADDENDUMS

February 28, 2023

TRAFFIC SIGNAL UPGRADES AT HILLCREST ROAD & COTTAGE HILL ROAD
PROJECT NO: 2019-2060-02

ADDENDUM NO. 2

BID DATE: March 1, 2023
2:30 p.m.

A copy of this Addendum No. 2, signed by an authorized representative of this contractor, must be attached or bound in the front of the Contract Documents and Specifications. **Contract Documents and Specifications along with Addendum No. 2 must be submitted together to the City of Mobile or the contractors bid shall be declared invalid.**

I, the undersigned, hereby acknowledge receipt of this addendum and certify to the City of Mobile that I understand the information attached hereto and have made the appropriate adjustment to the bid proposal.

		03/01/23
Authorized Representative of Contractor	RICHARD A RUSSELL PRESIDENT	Date

BAGBY & RUSSELL ELECTRIC CO., INC.

Contractor

The bid documents for Project No. 2019-2060-02 Traffic Signal Upgrades at Hillcrest Road and Cottage Hill Road are hereby revised as follows:

CHANGE BID OPENING

- **From:** 2:30 p.m. Wednesday March 1, 2023
- **To:** 2:30 p.m. **Wednesday March 8, 2023**

No questions, whether oral or written, will be addressed after 12:00pm on March 2, 2023.

February 10, 2023

TRAFFIC SIGNAL UPGRADES AT HILLCREST ROAD & COTTAGE HILL ROAD
PROJECT NO: 2019-2060-02

ADDENDUM NO. 1

BID DATE: February 15, 2023
2:30 p.m.

A copy of this Addendum No. 1, signed by an authorized representative of this contractor, must be attached or bound in the front of the Contract Documents and Specifications. **Contract Documents and Specifications along with Addendum No. 1 must be submitted together to the City of Mobile or the contractors bid shall be declared invalid.**

I, the undersigned, hereby acknowledge receipt of this addendum and certify to the City of Mobile that I understand the information attached hereto and have made the appropriate adjustment to the bid proposal.

Authorized Representative of Contractor	RICHARD A RUSSELL PRESIDENT	02/15/23 Date

BAGBY & RUSSELL ELECTRIC CO., INC.
Contractor

The bid documents for Project No. 2019-2060-02 Traffic Signal Upgrades at Hillcrest Road and Cottage Hill Road are hereby revised as follows:

CHANGE BID OPENING

- **From:** 2:30 p.m. Wednesday February 15, 2023
- **To:** 2:30 p.m. **Wednesday March 1, 2023**

No questions, whether oral or written, will be addressed after 12:00pm on February 24, 2023.

March 2, 2023

TRAFFIC SIGNAL UPGRADES AT HILLCREST ROAD & COTTAGE HILL ROAD
PROJECT NO: 2019-2060-02

ADDENDUM NO. 3

BID DATE: March 8, 2023
2:30 p.m.

A copy of this Addendum No. 3, signed by an authorized representative of this contractor, must be attached or bound in the front of the Contract Documents and Specifications. **Contract Documents and Specifications along with Addendum No. 3 must be submitted together to the City of Mobile or the contractors bid shall be declared invalid.**

I, the undersigned, hereby acknowledge receipt of this addendum and certify to the City of Mobile that I understand the information attached hereto and have made the appropriate adjustment to the bid proposal.

Authorized Representative of Contractor — RICHARD A RUSSELL, PRESIDENT — 3-8-23 Date

BAGBY & RUSSELL ELECTRIC CO., INC.
Contractor

The bid documents for Project No. 2019-2060-02 Traffic Signal Upgrades at Hillcrest Road and Cottage Hill Road are hereby revised as follows:

CHANGE BID OPENING

- **From:** 2:30 p.m. Wednesday March 8, 2023
- **To:** 3:00 p.m. **Friday March 10, 2023**

No questions, whether oral or written, will be addressed after 12:00pm on March 7, 2023.

Cover Sheet
Updated with new bid opening date.

Item X – City of Mobile Traffic Engineering Special Provisions
Amend last paragraph on Page 38 to include pedestal poles and push button poles.

On Page 39, add the following to the first paragraph:

Contractor shall be responsible for furnishing and installing pedestal poles or push button poles as required by the project drawings. Pole installation and any required conduit shall be subsidiary to this item. Poles shall be direct bury.

On Page 39, add the following to the second paragraph:

Additional wiring may be necessary from the signal pole to the push button pole.

Page 40 included due to shifting of text from above additions.

Attachment A – Project Details

The following pages are attached to further clarify the work to be completed as outlined in the Traffic Engineering Special Provision. The wiring diagrams, removal diagrams and layout diagram more accurately reflect the work anticipated for this project. The radar layout sheets have been skimmed to show only the preferred locations per the manufacturer's recommendation and are not intended to be referenced for any other construction details.

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Traffic Signal Upgrades at Hillcrest & Cottage Hill Rd

PROJECT # C0442 **DATE OF RECEIPT** August 3, 2023

PROJECT DESCRIPTION Complete upgrade of the traffic signal including wiring, Cabinet, controller, and detection

CONTRACT AMOUNT $458,146.00

VENDOR NAME Bagby & Russell Electric Co., Inc.

VENDOR NUMBER 20320

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

(Construction (Unit Price)*) Construction** Non Contractual Performance

RETAINAGE INFORMATION N/A

SHOULD RETAINAGE BE WITHHELD? **Y** 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: Jennifer White **Date** **August 3, 2023**

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Nick Amberger, PE, Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:
To accept an agreement with Alabama Department of Transportation.

Amount of Contract:
$375,000.00

Funding Source

Project # C0721 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	8/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/9/2023 - 4:12 PM
Capital	Mallory, Relya	Approved	8/10/2023 - 11:12 AM
Legal	Kern, Chris	Approved	8/10/2023 - 1:42 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:06 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: US Hwy 45 Streetscape Improvements (D1) COM Project: 2022-3005-06

PROJECT #: C0721 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Resurfacing

_____

CONTRACT AMOUNT: $375,000.00

VENDOR NAME: Alabama Department of Transportation

VENDOR NUMBER: 282370

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y__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: Jessica White **Date** 8/9/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing on US-45 (SR-17) from Prichard Ave. to South Wilson Ave.; Project # ST-049-017-007; CPMS Ref # 100077133.

for the maintenance of the traffic control signal at the intersection of US Highway 90 and Alabama State Highway 193.

BE IT FURTHER RESOLVED that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20___, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20___, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20___.

_____

City Clerk

(AFFIX SEAL)

CONSTRUCTION
AGREEMENT
FOR A
STATE PUBLIC ROAD AND BRIDGE FUNDING
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County

Project No. ST-049-017-007
CPMS Ref# 100077133

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing on US-45 (SR-17) from Prichards Ave. to South Wilson Ave.; Project# ST-049-017-007; CPMS Ref# 100077133.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. State Public Road and Bridge Funds shall be limited to $375,000.00 for this project. Any deficiency in State funds or overrun in construction costs will be borne by the CITY from CITY funds. In the event of an underrun in construction costs, the State funds will not exceed their proportional share.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
State Public Roads and Bridge Funds	$ 375,000.00
City Funds	$ 0
TOTAL	$ 375,000.00

It is further understood that this is a cost reimbursement program and no state funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no state funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a

project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State as part of the cost of the project. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

   The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment

will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the

Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. 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.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____ **By:** _____

City Clerk (Signature) **As Mayor (Signature)**

_____ _____

Type Name of Clerk **Type Name of Mayor**

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: _____

William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

_____ _____

Matthew J. Ericksen, P.E. **Bradley B. Lindsey, P.E.**
Southwest Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.
Chief Engineer
STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY
GOVERNOR, STATE OF ALABAMA

Omit Page 8

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

   1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

   2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

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Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

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Rev. 10/2017

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Kim Carmody, Director of Mobile Parks and Recreation

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Brendan Charles Resolution	Cover Memo	7/31/2023
Brendan Charles Contract	Cover Memo	7/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Gauthier, Lana	Approved	8/3/2023 - 11:19 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Brendan Charles to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

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

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Teaching Pro

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 28th day of July 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Brendan Charles (sometimes hereinafter Contractor)

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

F. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to

assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Brendan Charles
304 South Broad Street Apt. 205
Mobile, Alabama 36603

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

BY: Brendan Charles DATE: 7/28/2023

Its(Title) Teaching Professional

STATE OF ALABAMA COUNTY
OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify Brendan Charles that whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this the 28th day of July 2023

SEAL Notary Public MY COMMISSION EXPIRES

Jamini B. Patel My Commission Expires 8/27/2025

JAMINI B. PATEL NOTARY PUBLIC STATE OF ALABAMA AT LARGE

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: Mayor DATE:

ATTEST:

City Clerk Date

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00
Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50
Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)
$70.00 (7-8 STUDENTS)
$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

KIM CARMODY, DIRECTOR OF MOBILE PARKS AND RECREATION

Sponsored by:

MAYOR STIMPSON

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SEBASTIEN TORRES RELSOUTION	Cover Memo	7/27/2023
SEBASTIEN TORRES TENNIS CONTRACT	Resolution Letter	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Byerley, Jackie	Approved	7/27/2023 - 3:24 PM
Budget	Sapp, Celia	Approved	8/3/2023 - 8:46 AM
Legal	Kern, Chris	Approved	8/4/2023 - 4:22 PM
Legal	Kern, Chris	Approved	8/4/2023 - 4:31 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:06 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Sebastien Torres to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

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

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Teaching Pro

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 7th day of April 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Sebastien Torres (sometimes hereinafter Contractor)

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

F. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to

assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Sabastian Torres
4000 Dauphin Street
Mobile, Alabama 36608
787-949-2896

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

Sebastien Torres,

BY: _____ DATE: 7/19/2023

Its(Title) Teaching Pro

STATE OF ALABAMA COUNTY
OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify Sebastien J. Torres Fernan that whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19 day of July

VALARIE LYNNE ETHERIDGE
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-23-2027

SEAL Notary Public MY COMMISSION EXPIRES

3/23/2027 Valarie Etheridge

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

_____ _____

BY: Mayor DATE:

ATTEST:

_____ _____

City Clerk Date

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

$70.00 (7-8 STUDENTS)

$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

KIM CARMODY, DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
HANS LAUB RESOLUTION	Cover Memo	8/4/2023
HANS LAUB AMENDMENT	Cover Memo	8/4/2023
HANS LAUB ORIGINAL CONTRACT	Cover Memo	8/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Carmody, Kim	Approved	8/8/2023 - 12:40 PM
Budget	Sapp, Celia	Approved	8/10/2023 - 6:58 AM
Legal	Kern, Chris	Approved	8/10/2023 - 1:34 PM
Legal	Kern, Chris	Approved	8/10/2023 - 1:34 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:08 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Hans Laub to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

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

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Teaching PRO

AMENDED AND RESTATED AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____ 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Hans Laub (sometimes hereinafter Contractor)

WHEREAS, the Parties entered into that certain Professional Services Contract, dated as of April 19, 2022, for the purposes of professional tennis services (Original Agreement);

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety; and

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

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

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

terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Hans Laub
P.O. 9174
Mobile, Al. 36691

L. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises,

covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

_____
HANS LAUB, Tennis Professional

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Hans Laub, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this the 3rd day of August, 2023

SEAL

Notary public _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF ALABAMA
TRINA A. BROWNLOW
My Commission Expires
March 2, 2026

page 5 of 7

Exhibit A

Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

$70.00 (7-8 STUDENTS)

$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

21 • 423

2021

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk, be and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, agreements with Andrew Pinkus, Dustin Scott, Elaine Campbell, Frank Amanor, Hans Laub, Raul Malaver, and Walter Listuon, to provide tennis lessons and clinics for the Parks and Recreation Department, compensation for work provided by the contractor as provided in the statement of work, but in no event shall exceed $40,000.00 per year as outlined in the agreements attached hereto and made a part hereof as though set forth in full. Copies of said agreements are on file in the office of the City Clerk.

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

ADOPTED: JUN 08 2021

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Center Pros

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 8th day of June, 2021, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Hans Laub (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of teaching tennis lessons, and

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in **Exhibit A**. The total amount of this contract should not exceed $40,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

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

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City

may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action *or* proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
H. Hans. H. Laub
P.O. Box 9174
Mobile, AL 36691

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

FOR Hans Laub, Contractor

By: _____ Date: 4/16/21
Signed Name

State of Alabama
Mobile County

I, _____, a Notary Public in and for said County and State, hereby certify

that _____, whose name is known to me, acknowledged before me on this

_____day of _____, _____, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

_____
Notary Public.
My Commission expires on: _____

FOR City of Mobile, A Municipal Corporation

By: _____ Date: 6/9/21
Mayor

ATTEST

_____ Date: _____
asst. City Clerk

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a Customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 12 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.

6. This contract can be terminated at any time if either party wishes to do so.

7. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

8. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

9. City will pay Contractor per hour Contractor teaches according to the below fee schedule. ~~Contractor may not accept the payment of tips or other gratuities from customers.~~ HL HL

10. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

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Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

KIM CARMODY, DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ELAINE CAMPBELL AMENDMENT	Cover Memo	8/4/2023
ELAINE CAMPBELL ORIGINAL CONTRACT	Cover Memo	8/4/2023
resolution	Cover Memo	8/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Carmody, Kim	Approved	8/8/2023 - 12:39 PM
Budget	Sapp, Celia	Approved	8/10/2023 - 6:55 AM
Legal	Kern, Chris	Approved	8/10/2023 - 1:38 PM
Legal	Kern, Chris	Approved	8/10/2023 - 1:39 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:08 PM

Professional Services Contract
City of Mobile

Mobile Tennis Teaching PRO

AMENDED AND RESTATED AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____ 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Elaine Campbell (sometimes hereinafter Contractor)

WHEREAS, the Parties entered into that certain Professional Services Contract, dated as of April 19, 2022, for the purposes of professional tennis services (Original Agreement);

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety; and

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

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

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at

its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Elaine Campbell
26 Country Club Road
Mobile, Al 36608

L. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

Elaine Campbell
ELAINE CAMPBELL, Tennis Professional

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Elaine Campbell , whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this the 2nd day of August, 2023

SEAL

Notary public Jamiece Simpson

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES DECEMBER 14, 2025

JAMIECE SIMPSON NOTARY PUBLIC ALABAMA STATE AT LARGE

Exhibit A

Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

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10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

$70.00 (7-8 STUDENTS)

$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

21-423

2021

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk, be and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, agreements with Andrew Pinkus, Dustin Scott, Elaine Campbell, Frank Amanor, Hans Laub, Raul Malaver, and Walter Listuon, to provide tennis lessons and clinics for the Parks and Recreation Department, compensation for work provided by the contractor as provided in the statement of work, but in no event shall exceed $40,000.00 per year as outlined in the agreements attached hereto and made a part hereof as though set forth in full. Copies of said agreements are on file in the office of the City Clerk.

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

ADOPTED: JUN 08 2021

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Center Pros

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 8th day of June, 2021, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Elaine Campbell (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of teaching tennis lessons, and

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in **Exhibit A**. The total amount of this contract should not exceed $40,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

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

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City

may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action *or* proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Elaine Campbell
26 Country Club Road
Mobile, AL 36608

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

FOR Elaine Campbell, Contractor

By: Elaine Campbell Date: 4/16/21
Signed Name

State of Alabama
Mobile County

I, _____, a Notary Public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this _____day of _____, _____, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

_____
Notary Public.
My Commission expires on: _____

FOR City of Mobile, A Municipal Corporation

By: W Stimpson Date: 6/9/21
Mayor

ATTEST

Gia Merchant
asst City Clerk Date: _____

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a Customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per month scheduled through Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 12 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.

7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below fee schedule. Contractor may not accept the payment of tips or other gratuities from customers.

11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

$70.00 (7-8 STUDENTS)

$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Elaine Campbell to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

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

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Fuel for various locations.
General fund.

Amount of Contract:

Total of all is $156,426.48

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

ATTACHMENTS:

Description	Type	Upload Date
20230804 Agenda Package Fuel POs	Cover Memo	8/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
13481	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,346.64	(279229) PETROLEUM TRADERS CORPORATION
13482	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,346.64	(279229) PETROLEUM TRADERS CORPORATION
13483	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,346.64	(279229) PETROLEUM TRADERS CORPORATION
13484	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,346.64	(279229) PETROLEUM TRADERS CORPORATION
13485	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624	$22,346.64	(279229) PETROLEUM TRADERS CORPORATION
13486	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$22,346.64	(279229) PETROLEUM TRADERS CORPORATION

13487	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$22,346.64	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00013481-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	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	8200.00 GALLON	2.72000	22304.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22304.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00013481-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22346.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22346.64	2071794.09
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/03/23	JAMES NEESE JR	

Bill To	Requisition 00013481-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013482-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	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	8200.00 GALLON	2.72000	22304.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22304.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00013482-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22346.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22346.64	2071794.09
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/03/23	JAMES NEESE JR	

Bill To	Requisition 00013482-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013483-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.72000	22304.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22304.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00013483-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22346.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22346.64	2071794.09
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/03/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/03/23	JAMES NEESE JR	

Bill To	Requisition 00013483-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013484-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.72000	22304.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22304.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00013484-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22346.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22346.64	2071794.09
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/03/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/03/23	JAMES NEESE JR	

Bill To	Requisition 00013484-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013485-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.72000	22304.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22304.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00013485-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22346.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22346.64	2071794.09
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	08/03/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/03/23	JAMES NEESE JR	

Bill To	Requisition 00013485-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013486-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	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
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.72000	22304.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22304.00
	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	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00013486-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/02/23	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 22346.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22346.64	2071794.09
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	08/03/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/03/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/03/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/03/23	JAMES NEESE JR	

Bill To	Requisition 00013486-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013487-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.72000	22304.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22304.00
	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	8200.00 EACH	0.00520	42.64
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00013487-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	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
08/02/23	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 22346.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22346.64	2071794.09
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
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Approved	08/03/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/03/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/03/23	JAMES NEESE JR	

Bill To	Requisition 00013487-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	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
08/02/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

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

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: ms Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

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.

BID CONTINUATION SHEET

Page_____ of _____

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

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.

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

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.

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

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
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.

BID CONTINUATION SHEET

Page_____ of _____

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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

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

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

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

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.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

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.

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

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:

purchasing@cityofmobile.org

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

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.

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

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

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
8/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon
MONROE, DIESEL, 7,500 > GALLONS	180000000002-999-1-85	0.00	Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-86	0.00	Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS	180000000002-999-1-87	0.00	Gallon
MORGAN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-88	0.00	Gallon
MORGAN, DIESEL, 7,500 > GALLONS	180000000002-999-1-89	0.00	Gallon
PERRY, GASOLINE, 8,200 > GALLONS	180000000002-999-1-90	0.00	Gallon

« ‹ 2 3 4 5 6 7 8 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dennis Aluminum for decorative aluminum sign posts for Traffic Engineering.
CIP Operating Supplies

Amount of Contract:

$19,150.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230804 Dennis Agenda Package POs	Cover Memo	8/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10320	2023	(2060) TRAFFIC ENGINEERING	DECORATIVE ALUMINUM SIGN POSTS FOR TRAFFIC ENGINEERING (SEALED BID 5766)	$19,150.00	(44605) DENNIS ALUMINUM PRODUCTS

Adopted:

_____
City Clerk

Bill To	Requisition 00010320-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	TRAFFIC ENGINEERING
12654 WOODLAND DR	852 GAYLE STREET
	MOBILE, AL 36604
FOLEY, AL 36535	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/24/23	044605				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5766 AND YOUR BID RESPONSE			
001	POST SIGN, DECORATIVE, ALUMINUM, 3" O.D. X 12' LENGTH, WITH CASTINGS #8397, 8396, & 9539, TO HAVE ALODIZED FINISH POWDER COATED GLOSS BLACK. VENDOR TO PROVIDE DAP 12 DEC PC OR EQUAL. AS PER MY BID 5766 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 17177	30.00 EACH	595.00000	17850.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E E0043 .OPERSUPPLS. .			17850.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00010320-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	TRAFFIC ENGINEERING
12654 WOODLAND DR	852 GAYLE STREET
	MOBILE, AL 36604
FOLEY, AL 36535	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/24/23	044605				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	POST, DECORATIVE SIGN ALUMINUM EXTENSION, 24" WITH 9/16" HOLES. 3 1/2" OD WITH 3/16 INCH WALL THICKNESS 9/16 HOLE DRILLED 8 INCHES FROM END OF PIPE. DECPEXTSTD. VENDOR TO PROVIDE DEP EXT STD OR EQUAL, WITH ALODIZED FINISH. AS PER MY BID 5766 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 17175	20.00 EACH	65.00000	1300.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0043 .OPERSUPPLS. .			1300.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 19150.00

Bill To	Requisition 00010320-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	TRAFFIC ENGINEERING
12654 WOODLAND DR	852 GAYLE STREET
	MOBILE, AL 36604
FOLEY, AL 36535	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/24/23	044605				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Account			Amount	Remaining Budget
E E0043	.OPERSUPPLS.	.	19150.00	79312.93

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	19150.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	05/24/23	MARYBETH BERGIN	
Approved	05/24/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	05/24/23	BRENDA RHODES	
Approved	05/24/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/24/23	RELYA MALLORY	Auto approved by: 910511034
Approved	05/24/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	05/24/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5766

POST ALUMINUM

	VENDOR	POST ALUMINUM DAP12DEC WITH DECORATIVE BASE/COLLAR/TOP FINIAL	POST ALUMINUM DECORATIVE SIGN POST EXTENSION	
1	CONSOLIDATED ELECTRIC DISTRIBUTOR	NO BID	NO BID	
2	DENNIS ALUMINUM PRODUCTS	$ 595.00	$ 65.00	
3	OUTDOOR ALUMINUM	NO BID	NO BID	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/31/2023	5766	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, February 17, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 1–200	**POST ALUMINUM** **The following 2 items to be awarded All or None:** **Post Aluminum 12' Length as per the following and attached:** Decorative Aluminum Sign Posts complete as follows: • Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness. • Finish shall be alodized, suitable for painting. • Included in posts and installed on posts shall be a decorative base #8397. • A decorative collar #8396 and a decorative top finial #9539. • The decorative parts shall be installed on the posts using stainless steel set screws. • All necessary holes shall be drilled and tapped for installation. • Two 9/16 inch holes shall be drilled 18 inches from the bottom of the post and a 6 inch long 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation. • Post shall be alloy 6063-T6, full hard. • Complete poles shall be adequately wrapped to protect finish from damage during shipping and handling. • Complete specifications shall be submitted with bid. • All part numbers are from Dennis Aluminum. • No predrilled holes for signs. • Posts shall be powder coated gloss black before delivery to the City of Mobile. Dennis Aluminum #DAP12DEC or equal. Make _____ Model _____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 2 of 3					
Appx 1–200	Decorative Sign Post Extension. • Aluminum pipe Alloy 6063-T6 3 ½ inch O.D. with 3/16 inch wall thickness Alodized Finish. • 9/16 inch holes drilled for ½ inch Aluminum Rod. • 9/16 inch holes to be drilled 8 inches from end of the pipe. Make _____ Model _____						
	The following applies to all above items: The City reserves the right to request a sample(s) prior to award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening. Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods.					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

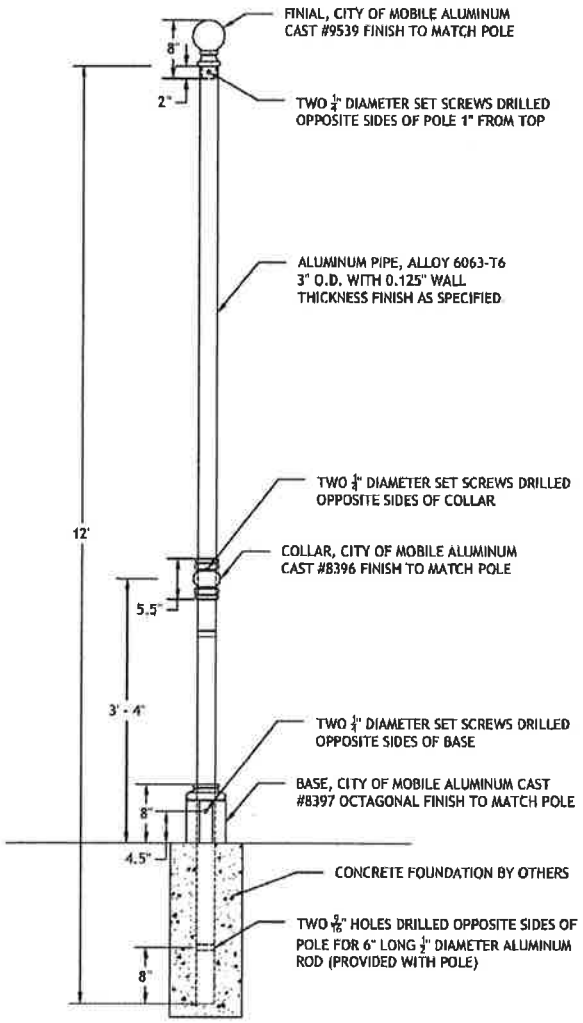
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

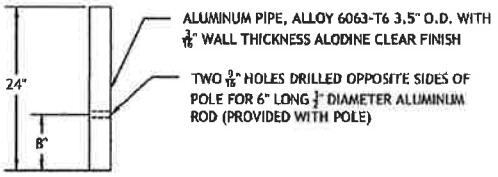
By _____

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

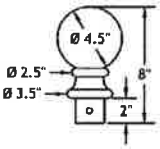
TYPE B DECORATIVE SIGN POST



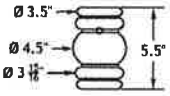
DECORATIVE SIGN POST EXTENSION



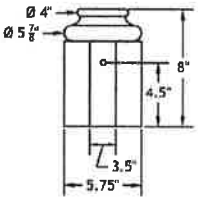
FINIAL



COLLAR



BASE



NOTES:

1. COMPLETE TYPE B SIGN POST INCLUDES PIPE, FINIAL, COLLAR, BASE, ROD AND SET SCREWS AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE BLACK POWDER COATED
3. DECORATIVE FINIAL, COLLAR AND BASE TO BE CITY OF MOBILE CASTING. DIMENSIONS PROVIDED ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.
4. NO PREDRILLED HOLES FOR SIGNS.

CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B

STANDARD DRAWING TE-2	SHEET 1 of 1	12/29/2020

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:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Interface Services Inc for carpeting for Govt Plaza 5th floor office spaces.
American Rescue Plan grant

Amount of Contract:

$84,240.42

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230804 Interface Agenda Package POs	Cover Memo	8/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 2:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10726	2023	(3032) ACHITECTURAL ENGINEERING	CARPETING FOR GOVT PLAZA 5TH FLOOR OFFICE SPACES (OMNIA SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$84,240.42	(297869) INTERFACE SERVICES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER SOURCEWELL CONTRACT #080819-IFA & INTERFACE QUOTE #042123-6 DATED MAY 31,2023.			
001	INTERFACE CARPET TILESB703 COLOR271804-028 Storm	191.36 YARD	41.84000	8006.50
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			8006.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
002	INTERFACE CARPET TILESB702 COLOR 271804-023 Storm	161.46 YARD	43.53000	7028.35
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			7028.35

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36601	Buyer: 9105neej
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INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
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06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
003	INTERFACE CARPET TILESB701 COLOR271804-018 Storm	167.44 YARD	48.31000	8089.03
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			8089.03
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE	
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	5028.10.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
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INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
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	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

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06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004	INTERFACE CARPET TILESHead Over Heels COLORCustom 271804-038	47.84 YARD	48.03000	2297.76
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			2297.76
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
005	INTERFACE LVTBrushed Lines, 4.5mm COLORGalena A01604	322.92 SQ FT	3.48000	1123.76
	1 5028.10.00.0000.0000.0000.0000.0000.48010.			

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INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
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	MOBILE, AL 36644
ACWORTH, GA 30102	
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	205 GOVERNMENT STREET
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06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E G-ARPADMIN.CONSTRUCTN. .			1123.76
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
006	INTERFACE LVTCriterion Collection, 3mm COLORTwine C00302	952.53 SQ FT	2.00000	1905.06
1	5028.10.00.0000.0000.0000.0000.0000.48010.			
	E G-ARPADMIN.CONSTRUCTN. .			1905.06
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			

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MOBILE, AL	Review:
36601	Buyer: 9105neej
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INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
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	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
007	DEMO CARPET	522.00 YARD	3.35000	1748.70
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			1748.70
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
008	DEMO LVT	1124.00 SQ FT	0.75000	843.00

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MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	5028.10.00.0000.0000.0000.0000.0000.48010.			
	E G-ARPADMIN.CONSTRUCTN. .			843.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
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MOBILE, AL 36644

009	REMOVAL OF COVE BASE (LABOR ONLY)	1680.00 LINEARFOOT	0.60000	1008.00
1	5028.10.00.0000.0000.0000.0000.0000.48010.			
	E G-ARPADMIN.CONSTRUCTN. .			1008.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
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MOBILE, AL 36644
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ACCOUNTS PAYABLE	
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MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor
INTERFACE SERVICES, INC.
106 NORTHPOINT PARKWAY SUITE 3

ACWORTH, GA 30102

Tel#800.336.0225

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
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MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
010	CARPET DISPOSAL	522.00 YARD	2.40000	1252.80
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			1252.80
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
011	DISPOSAL RESILIENT	1124.00 YARD	0.30000	337.20

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06/02/23	297869				ARCHITECTURAL ENGINEERING

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1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			337.20

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ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

012	INSTALLATION OF CARPET TILE	526.00 YARD	7.50000	3945.00
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			3945.00

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36601	Buyer: 9105neej
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Vendor	Ship To
INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
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	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
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06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
013	INSTALLATION M-F OVERTIME & SAT (ADD 25%) - CPT	526.00 YARD	1.87000	983.62
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			983.62
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

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MOBILE, AL	Review:
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06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
014	INSTALLATION OF LVT	1167.00 SQ FT	2.10000	2450.70
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			2450.70
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
015	INSTALLATION M-F OVERTIME & SAT (ADD 25%) - LVT	1167.00 SQ FT	0.53000	618.51
	1 5028.10.00.0000.0000.0000.0000.0000.48010.			

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MOBILE, AL	Review:
36601	Buyer: 9105neej
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ACWORTH, GA 30102	
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06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E G-ARPADMIN.CONSTRUCTN. .			618.51
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
016	FLOOR PREP MINOR MAT'L & LABOR	4698.00 SQ FT	0.75000	3523.50
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			3523.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			

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06/02/23	297869				ARCHITECTURAL ENGINEERING

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	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
017	FLOOR PREP SELF LEVEL MAT'L & LABOR	1124.00 SQ FT	1.75000	1967.00
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			1967.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
018	FLOOR PREP MOISTURE MITIGATOR	1124.00 LINEARFOOT	3.65000	4102.60

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ACWORTH, GA 30102	
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1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			4102.60

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019	S&I 6" COVE BASE	1680.00 LINEARFOOT	3.05000	5124.00
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			5124.00

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INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

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	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
020	TRANSITIONS - SUPPLY & INSTALL	32.00 LINEARFOOT	5.75000	184.00
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			184.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
021	FLOOR PRIMER LABOR (O/M)	1124.00 SQ FT	0.30000	337.20

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 15

Vendor	Ship To
INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			337.20

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

022	FURNITURE LIFT+OVERTIME	646.00 YARD	19.67000	12706.82
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			12706.82

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 16

Vendor	Ship To
INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
023	HOURLY RATE FOR SERVICES NOT LISTED (NON-OVERTIME)	120.00 HOUR	89.70000	10764.00
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			10764.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 17

Vendor
INTERFACE SERVICES, INC.
106 NORTHPOINT PARKWAY SUITE 3

ACWORTH, GA 30102

Tel#800.336.0225

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
024	MOISTURE TESTING	5.00 EACH	126.50000	632.50
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			632.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
025	MATERIAL FREIGHT	1.00 EACH	613.75000	613.75
1	5028.10.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 18

Vendor	Ship To
INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E G-ARPADMIN.CONSTRUCTN. .			613.75
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
026	ADHESIVE HM99 4-Gal Pail	5.00 EACH	199.89000	999.45
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			999.45
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 19

Vendor
INTERFACE SERVICES, INC.
106 NORTHPOINT PARKWAY SUITE 3

ACWORTH, GA 30102

Tel#800.336.0225

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
027	TRISEAL PRIMER 4-Gal Pail	4.00 EACH	161.70000	646.80
	1 5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			646.80
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
028	INTERFACE CARPET TILESB703 COLOR271804-028 Storm Additional Description Notes	23.92 YARD	41.84000	1000.81

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Released Page 20

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	PER YOUR QUOTE #042123-6, MAY 31, 2023 SOURCEWELL CONTRACT #080819-IFA FOR CONCERNS OR QUESTIONS CONTACT B. JORDON @ 251.208.7878			
1	5028.10.00.0000.0000.0000.0000.0000.48010. E G-ARPADMIN.CONSTRUCTN. .			1000.81

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 84240.42

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

Account	Amount	Remaining Budget
E G-ARPADMIN.CONSTRUCTN. .	84240.42	365535.30

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

Account	Amount	Remaining Budget

Bill To	Requisition 00010726-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Released Page 21

Vendor	Ship To
INTERFACE SERVICES, INC.	ARCHITECTURAL ENGINEERING
106 NORTHPOINT PARKWAY SUITE 3	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

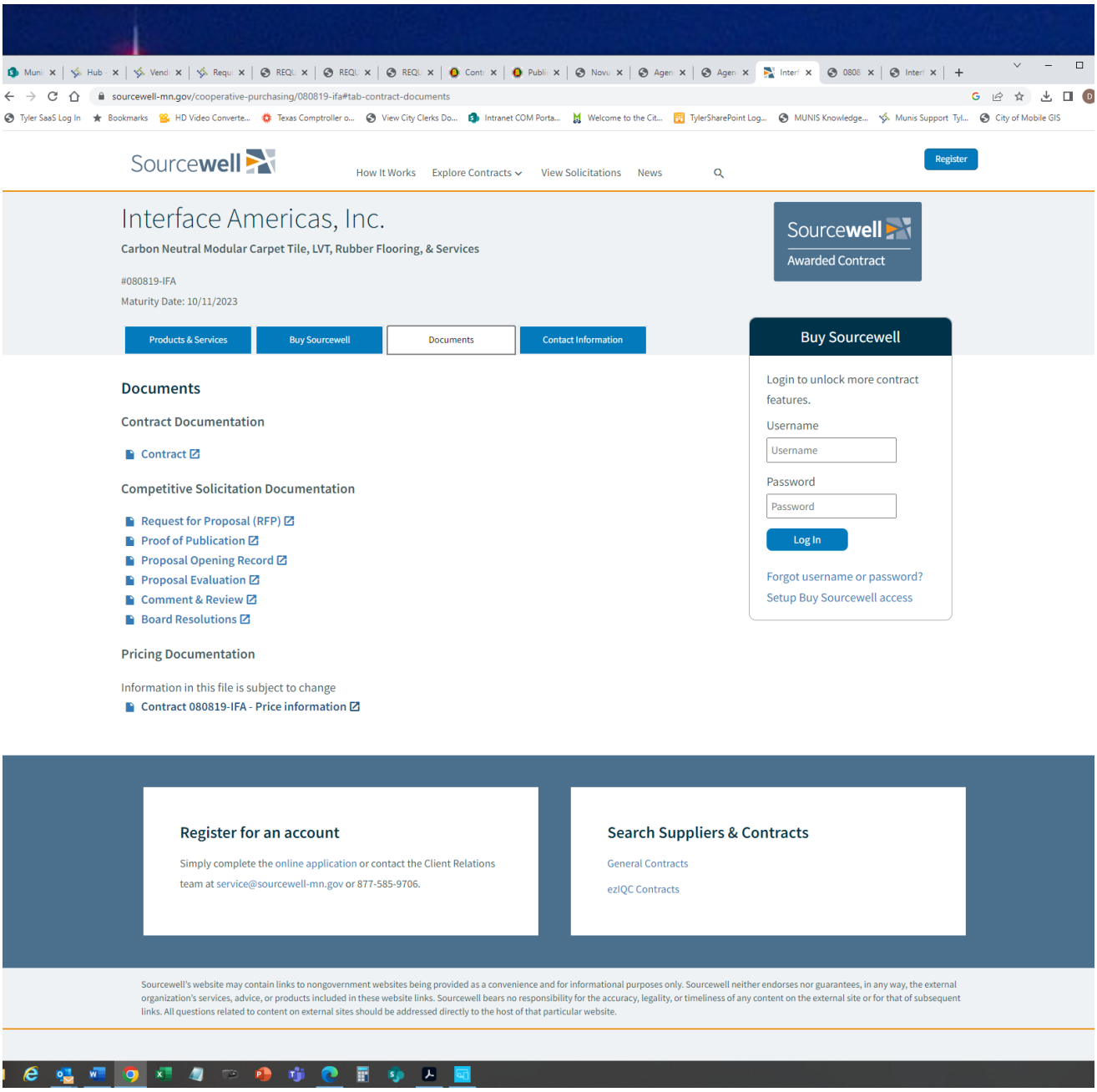
Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

Account			Amount	Remaining Budget
5028.10.00.0000.0000.0000.0000.0000.48010.			84240.42	
ARP GRANT EXP		CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	06/05/23	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	06/05/23	DONNA BRYARS	Auto approved by: 9105thrr
Approved	06/05/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	06/05/23	CODY SCOTT	Auto approved by: 9105thrr
Approved	06/05/23	LAPORTSIA NETTLES	Auto approved by: 9105thrr
Approved	06/05/23	RANDY THREADGILL	
Queued	06/05/23	DONALD ROSE	
Queued	06/05/23	SANDRA LEWIS	
Queued	06/05/23	JOHN PAINE	
Queued	06/05/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature


sourcewell-mn.gov/cooperative-purchasing/080819-ifa#tab-contract-documents
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How It Works
Explore Contracts
View Solicitations
News
Register
Interface Americas, Inc.
Carbon Neutral Modular Carpet Tile, LVT, Rubber Flooring, & Services
#080819-IFA
Maturity Date: 10/11/2023
Sourcewell
Awarded Contract
Products & Services
Buy Sourcewell
Documents
Contact Information
Documents
Contract Documentation
Contract
Competitive Solicitation Documentation
Request for Proposal (RFP)
Proof of Publication
Proposal Opening Record
Proposal Evaluation
Comment & Review
Board Resolutions
Pricing Documentation
Information in this file is subject to change
Contract 080819-IFA - Price information
Buy Sourcewell
Login to unlock more contract features.
Username
Password
Log In
Forgot username or password?
Setup Buy Sourcewell access
Register for an account
Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.
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Agreement Holder: Sourcewell

Agreement No. 080819-IFA

Price List Term: Active 03/01/2023

Interface®

CARBON NEUTRAL FLOORING ™

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1388202500	AE310	(i2) Aerial	GlasBac®	50cm x 50cm	SY	$86.40	68%	$27.87
Interface Carpet Tile	138830AK00	AE311	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	1389102500	AE312	(i2) Aerial	GlasBac®	50cm x 50cm	SY	$86.40	68%	$27.87
Interface Carpet Tile	163110AK00	AE313	(i2) Aerial	GlasBac®	25cm x 1m	SY	$88.10	68%	$28.42
Interface Carpet Tile	163230AK00	AE315	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	163270AK00	AE317	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	138980AK00	Afternoon Light	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	125220AK00	Aglow	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1391202500	Alliteration		GlasBac®	50cm x 50cm	SY	$120.16	68%	$38.76
Interface Carpet Tile	139120AB00	Alliteration (P)		GlasBac®	50cm x 1m	SY	$143.28	68%	$46.22
Interface Carpet Tile	147600AK00	Angle Up	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1312302500	Apple Of My Eye	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1266502500	B601	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$188.05	68%	$60.66
Interface Carpet Tile	1266702500	B602	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$177.82	68%	$57.36
Interface Carpet Tile	1266802500	B603	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$152.86	68%	$49.31
Interface Carpet Tile	126560AK00	B701	Net Effect	GlasBac® RE	25cm x 1m	SY	$149.76	68%	$48.31
Interface Carpet Tile	126620AK00	B702	Net Effect	GlasBac® RE	25cm x 1m	SY	$134.94	68%	$43.53
Interface Carpet Tile	124970AK00	B703	Net Effect	GlasBac®	25cm x 1m	SY	$129.70	68%	$41.84
Interface Carpet Tile	1427402500	Bee's Knees	Let it Bee	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1231702500	Bertola	Pietra	GlasBac®	50cm x 50cm	SY	$132.28	68%	$42.67
Interface Carpet Tile	125410AK00	Binary Code	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	161680AK00	Bitrate	Streaming	GlasBac®	25cm x 1m	SY	$105.03	68%	$33.88
Interface Carpet Tile	1248102500	Blended	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.03	68%	$38.72
Interface Carpet Tile	161810AB00	BOuQUET	Suite Serenity	CQuest™ GB	50cm x 1m	SY	$157.67	68%	$50.86
Interface Carpet Tile	146850AK00	BP410	Bike Path	GlasBac®	25cm x 1m	SY	$94.08	68%	$30.35
Interface Carpet Tile	146860AK00	BP411	Bike Path	GlasBac®	25cm x 1m	SY	$94.08	68%	$30.35
Interface Carpet Tile	1466702500	Brescia	Pietra	GlasBac® RE	50cm x 50cm	SY	$128.28	68%	$41.38
Interface Carpet Tile	1504902500	Bridge Creek	Granite Mountain	CQuest GB	50cm x 50cm	SY	$163.68	68%	$52.80
Interface Carpet Tile	1234702500	Broadleaf	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471602500	Broadleaf Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	1417302500	Broome Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$175.31	68%	$56.55
Interface Carpet Tile	1247902500	Broomed	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	139230AK00	Brownstone (P)	Second Story	GlasBac®	25cm x 1m	SY	$131.47	68%	$42.41
Interface Carpet Tile	1247802500	Brushed	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	131030AK00	Cactus Grooves	Desert Scapes	GlasBac®	25cm x 1m	SY	$110.83	68%	$35.75
Interface Carpet Tile	1264202500	Cambria	(i2)	GlasBac®	50cm x 50cm	SY	$177.82	68%	$57.36
Interface Carpet Tile	127950AK00	CE171	Ceremony	GlasBac®	25cm x 1m	SY	$116.65	68%	$37.63
Interface Carpet Tile	138880AK00	CE172	Ceremony	GlasBac®	25cm x 1m	SY	$143.93	68%	$46.43
Interface Carpet Tile	127960AK00	CE173	Ceremony	GlasBac®	25cm x 1m	SY	$162.01	68%	$52.26
Interface Carpet Tile	139300AK00	Circuit Board	Visual Code	GlasBac®	25cm x 1m	SY	$153.39	68%	$49.48
Interface Carpet Tile	1394102500	Classic Seven	Second Story	GlasBac®	50cm x 50cm	SY	$131.47	68%	$42.41
Interface Carpet Tile	1378902500	Cloud Cover	View From Above	GlasBac®	50cm x 50cm	SY	$89.67	68%	$28.93
Interface Carpet Tile	1462502500	CT101	(i2) Common Theme	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1425702500	CT102	Common Theme	GlasBac®	50cm x 50cm	SY	$131.16	68%	$42.31
Interface Carpet Tile	146570AK00	CT111	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$134.45	68%	$43.37
Interface Carpet Tile	123770AK00	CT112	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$136.56	68%	$44.05
Interface Carpet Tile	123780AK00	CT113	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$142.66	68%	$46.02
Interface Carpet Tile	1380102500	Cubic	(i2)	GlasBac®	50cm x 50cm	SY	$83.62	68%	$26.98
Interface Carpet Tile	1382902500	Cubic Colours	(i2)	GlasBac®	50cm x 50cm	SY	$88.84	68%	$28.66
Interface Carpet Tile	139310AK00	Darning	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139330AK00	Decibel	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	1466602500	Detours		GlasBac®	50cm x 50cm	SY	$90.24	68%	$29.11
Interface Carpet Tile	1472302500	Detours Ahead		GlasBac®	50cm x 50cm	SY	$90.24	68%	$29.11
Interface Carpet Tile	125720AK00	Diamond Dream	Suite Serenity	CQuest™ GB	25cm x 1m	SY	$93.29	68%	$30.10
Interface Carpet Tile	139380AK00	Digitized Tuft	Simple Abstraction	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	150250AK00	Diminuendo (DL910)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$112.00	68%	$36.13
Interface Carpet Tile	1427502500	Dover Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	161910AK00	Drawn Thread	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	138940AK00	Driftwood	(i2)	GlasBac®	25cm x 1m	SY	$107.76	68%	$34.76
Interface Carpet Tile	124950AK00	Duo		GlasBac®	25cm x 1m	SY	$156.27	68%	$50.41
Interface Carpet Tile	1256002500	Duplex	Second Story	GlasBac®	50cm x 50cm	SY	$97.41	68%	$31.42
Interface Carpet Tile	1680102500	DYNAMIC DUO	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	131260AK00	Eben	Beaumont Range	GlasBac®	25cm x 1m	SY	$92.69	68%	$29.90
Interface Carpet Tile	1619302500	Edge	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$143.75	68%	$46.37
Interface Carpet Tile	1464802500	Entropy	(i2)	GlasBac®	50cm x 50cm	SY	$116.92	68%	$37.72
Interface Carpet Tile	1383202500	Exposed	(i2)	GlasBac®	50cm x 50cm	SY	$107.14	68%	$34.56
Interface Carpet Tile	1234802500	Farmland	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471502500	Farmland Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	148290AK00	Ferris	Beaumont Range	GlasBac®	25cm x 1m	SY	$151.13	68%	$48.75
Interface Carpet Tile	1286502500	Flagstone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$109.93	68%	$35.46
Interface Carpet Tile	1504802500	Flat Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$154.60	68%	$49.87
Interface Carpet Tile	125550AK00	French Seams	World Woven	GlasBac®	25cm x 1m	SY	$107.42	68%	$34.65
Interface Carpet Tile	150320AK00	Future Woven	Thread Story	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98
Interface Carpet Tile	19DR402500	Gather	First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43
Interface Carpet Tile	141770AK00	Geisha Gather	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	147260AK00	Glazing	Global Change	GlasBac®	25cm x 1m	SY	$113.81	68%	$36.71
Interface Carpet Tile	131100AK00	Glisten	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1619402500	Gridlock	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$153.05	68%	$49.37
Interface Carpet Tile	1248002500	Grooved	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	1472502500	Ground	Global Change	GlasBac®	50cm x 50cm	SY	$97.95	68%	$31.60
Interface Carpet Tile	138730AK00	Ground Waves	(i2)	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	163130AK00	Ground Waves Verse	(i2)	GlasBac®	25cm x 1m	SY	$102.27	68%	$32.99
Interface Carpet Tile	139320AK00	Haptic	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139290AK00	Hard Drive	(i2) Visual Code	GlasBac®	25cm x 1m	SY	$174.07	68%	$56.15
Interface Carpet Tile	138720AK00	Harmonize	(i2)	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	1287302500	Head In The Clouds	View From Above	GlasBac®	50cm x 50cm	SY	$153.39	68%	$49.48
Interface Carpet Tile	1311902500	Heart Songs	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1312102500	Heart Strings	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1312402500	Heartthrob	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	127610AK00	HN810	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$228.35	68%	$73.66
Interface Carpet Tile	124980AK00	HN820	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$149.73	68%	$48.30
Interface Carpet Tile	126020AK00	HN830	Human Nature	GlasBac®	25cm x 1m	SY	$199.73	68%	$64.43
Interface Carpet Tile	127620AK00	HN840	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$213.50	68%	$68.87
Interface Carpet Tile	127600AK00	HN850	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$223.05	68%	$71.95
Interface Carpet Tile	1472702500	Honey Do	(i2) Let it Bee	GlasBac®	50cm x 50cm	SY	$98.74	68%	$31.85
Interface Carpet Tile	1472802500	Honey Don’t	(i2) Let it Bee	GlasBac®	50cm x 50cm	SY	$98.74	68%	$31.85
Interface Carpet Tile	1473002500	Ice Breaker	(i2)	GlasBac®	50cm x 50cm	SY	$90.68	68%	$29.25
Interface Carpet Tile	150270AK00	Intermedio (DL909)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$131.47	68%	$42.41
Interface Carpet Tile	125230AK00	Just Deserts	Desert Scapes	GlasBac®	25cm x 1m	SY	$186.00	68%	$60.00
Interface Carpet Tile	125400AK00	Karmic Relief	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1286402500	Kerbstone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$125.27	68%	$40.41
Interface Carpet Tile	1465402500	Layout	(i2) Architectural Plans	GlasBac®	50cm x 50cm	SY	$114.91	68%	$37.07
Interface Carpet Tile	1312202500	Lighthearted	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	161890AK00	Loom of Life	Thread Story	GlasBac®	25cm x 1m	SY	$121.74	68%	$39.27
Interface Carpet Tile	131110AK00	Luminescent	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1468302500	Main Line		GlasBac®	50cm x 50cm	SY	$105.82	68%	$34.14
Interface Carpet Tile	131150AK00	Mantle Rock	Granite Mountain	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1382002500	Mantra		GlasBac®	50cm x 50cm	SY	$127.26	68%	$41.05
Interface Carpet Tile	1618302500	Meadowland	Suite Serenity	CQuest™ GB	50cm x 50cm	SY	$120.59	68%	$38.90
Interface Carpet Tile	19DR302500	Meet	First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1385602500	Menagerie II		GlasBac®	50cm x 50cm	SY	$129.95	68%	$41.92
Interface Carpet Tile	1427902500	Mercer Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	131250AK00	Mesa	Beaumont Range	GlasBac®	25cm x 1m	SY	$92.69	68%	$29.90
Interface Carpet Tile	1251802500	Mile Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$204.60	68%	$66.00
Interface Carpet Tile	163300AK00	Mirano	Suite Serenity	CQuest™ GB	25cm x 1m	SY	$93.29	68%	$30.10
Interface Carpet Tile	1680302500	MIRROR MIRROR	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1385702500	Monochrome		GlasBac® RE	50cm x 50cm	SY	$130.54	68%	$42.11
Interface Carpet Tile	1286102500	Moss	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1286202500	Moss in Stone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1505002500	Mountain Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$172.76	68%	$55.73
Interface Carpet Tile	139400AK00	Naturally Weathered	(i2)	GlasBac®	25cm x 1m	SY	$89.67	68%	$28.93
Interface Carpet Tile	128990AK00	Naturer's Course	(i2)	GlasBac®	25cm x 1m	SY	$109.80	68%	$35.42
Interface Carpet Tile	163250AK00	Neighborhood Blocks	(i2) Aerial	GlasBac®	25cm x 1m	SY	$92.75	68%	$29.92
Interface Carpet Tile	163260AK00	Neighborhood Smooth	(i2) Aerial	GlasBac®	25cm x 1m	SY	$90.92	68%	$29.33
Interface Carpet Tile	138760AK00	NF400	(i2) Near & Far	GlasBac® RE	25cm x 1m	SY	$127.22	68%	$41.04
Interface Carpet Tile	127860AK00	NF401	(i2) Near & Far	GlasBac® RE	25cm x 1m	SY	$228.35	68%	$73.66
Interface Carpet Tile	1287202500	Night Flight	View From Above	GlasBac®	50cm x 50cm	SY	$100.25	68%	$32.34
Interface Carpet Tile	138670AK00	Nimbus	(i2) Nimbus	GlasBac®	25cm x 1m	SY	$127.91	68%	$41.26
Interface Carpet Tile	150110AK00	Obligato (DL908)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	138740AK00	Off Line		GlasBac®	25cm x 1m	SY	$120.19	68%	$38.77
Interface Carpet Tile	1427302500	Old Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$98.27	68%	$31.70
Interface Carpet Tile	138700AK00	On Line		GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	163360AK00	Open Air 401	Open Air	GlasBac®	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163320AK00	Open Air 402	Open Air	GlasBac®	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	1633102500	Open Air 403	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1310802500	Open Air 403 Accent	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1310602500	Open Air 403 Transition	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1633302500	Open Air 404	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1310902500	Open Air 404 Accent	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1310702500	Open Air 404 Transition	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1633402500	Open Air 405	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	163370AK00	Open Air 407	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163380AK00	Open Air 408	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163390AK00	Open Air 409	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163400AK00	Open Air 410	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163410AK00	Open Air 411	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634202500	Open Air 412	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634302500	Open Air 413	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634402500	Open Air 414	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634502500	Open Air 415	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475002500	Open Air 416	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475102500	Open Air 417	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475202500	Open Air 418	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475302500	Open Air 419	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475602500	Open Air 420	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475502500	Open Air 421	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475702500	Open Air 423	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	126160AK00	Overedge	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139370AK00	Painted Gesture	Simple Abstraction	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98
Interface Carpet Tile	1391102500	Palindrome	Palindrome	GlasBac®	50cm x 50cm	SY	$120.16	68%	$38.76
Interface Carpet Tile	1251602500	Panola Mountain	Granite Mountain	CQuest GB	50cm x 50cm	SY	$204.60	68%	$66.00
Interface Carpet Tile	1632402500	Paver	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$90.39	68%	$29.16
Interface Carpet Tile	1679402500	PEAS IN A POD	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1679302500	PERFECT PAIR	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1425602500	Permian		GlasBac®	50cm x 50cm	SY	$131.38	68%	$42.38

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	139250AK00	Plain Stitch	Visual Code	GlasBac®	25cm x 1m	SY	$97.41	68%	$31.42
Interface Carpet Tile	1381502500	Plain Weave	(i2) Tribal Weaver	GlasBac®	50cm x 50cm	SY	$123.13	68%	$39.72
Interface Carpet Tile	1467202500	Platform	Platform	GlasBac®	50cm x 50cm	SY	$94.08	68%	$30.35
Interface Carpet Tile	147590AK00	Play The Angle	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1234902500	Prairie Grass	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471702500	Prairie Grass Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	131120AK00	Prickly As A Pear	Desert Scapes	GlasBac®	25cm x 1m	SY	$94.71	68%	$30.55
Interface Carpet Tile	1462102500	Primary Stitch		GlasBac®	50cm x 50cm	SY	$89.64	68%	$28.92
Interface Carpet Tile	1381102500	Profile	(i2) Form and Function	GlasBac®	50cm x 50cm	SY	$88.77	68%	$28.64
Interface Carpet Tile	142660AK00	Progression I	Global Change	GlasBac®	25cm x 1m	SY	$168.73	68%	$54.43
Interface Carpet Tile	142670AK00	Progression II	Global Change	GlasBac®	25cm x 1m	SY	$113.81	68%	$36.71
Interface Carpet Tile	147240AK00	Progression III	Global Change	GlasBac®	25cm x 1m	SY	$97.95	68%	$31.60
Interface Carpet Tile	1393602500	Proportional	Rising Signs	CQuest GB	50cm x 50cm	SY	$113.68	68%	$36.67
Interface Carpet Tile	1311802500	Puppy Love	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1426802500	Raku	Global Change	GlasBac®	50cm x 50cm	SY	$189.16	68%	$61.02
Interface Carpet Tile	1266902500	Raw	(i2)	GlasBac® RE	50cm x 50cm	SY	$187.43	68%	$60.46
Interface Carpet Tile	1427802500	Reade Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	127530AK00	Reclaim	(i2)	GlasBac® RE	25cm x 1m	SY	$142.85	68%	$46.08
Interface Carpet Tile	131140AK00	Reflectors	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1232102500	Reincarnation	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1232302500	Reissued	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1232202500	Remade	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1619602500	Riverwalk	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$143.75	68%	$46.37
Interface Carpet Tile	131160AK00	Rock Springs	Granite Mountain	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	125170AK00	Rockland Road	Granite Mountain	CQuest GB	25cm x 1m	SY	$113.68	68%	$36.67
Interface Carpet Tile	1472102500	Roy G Biv		GlasBac®	50cm x 50cm	SY	$107.52	68%	$34.68
Interface Carpet Tile	1466802500	San Roco	Pietra	GlasBac®	50cm x 50cm	SY	$133.80	68%	$43.16
Interface Carpet Tile	147400AK00	Sashiko Stitch	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$100.43	68%	$32.40
Interface Carpet Tile	1286302500	Sett in Stone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$125.27	68%	$40.41
Interface Carpet Tile	1462002500	Sew Straight		GlasBac®	50cm x 50cm	SY	$89.64	68%	$28.92
Interface Carpet Tile	139390AK00	Shaded Pigment	Simple Abstraction	GlasBac®	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	142690AK00	Shading	Global Change	GlasBac®	25cm x 1m	SY	$189.16	68%	$61.02
Interface Carpet Tile	1619802500	Shed	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$120.59	68%	$38.90
Interface Carpet Tile	137480AK0Q	Shishu Stitch	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile	127410AK00	Shiver Me Timbers	(i2)	GlasBac®	25cm x 1m	SY	$112.78	68%	$36.38
Interface Carpet Tile	1468402500	Sidetrack		GlasBac®	50cm x 50cm	SY	$105.82	68%	$34.14
Interface Carpet Tile	147390AK00	Simple Sash	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$100.43	68%	$32.40
Interface Carpet Tile	138770AK00	SL910	Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	138780AK00	SL920	Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	138790AK00	SL930	(i2) Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	139000AK00	Snow Moon	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	161880AK00	Social Fabric	Thread Story	GlasBac®	25cm x 1m	SY	$146.07	68%	$47.12
Interface Carpet Tile	131130AK00	Soft Glow	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	163290AK00	Source Material	Streaming	GlasBac®	25cm x 1m	SY	$84.63	68%	$27.30
Interface Carpet Tile	139340AK00	Spandrel	Rising Signs	CQuest GB	25cm x 1m	SY	$154.60	68%	$49.87
Interface Carpet Tile	142640AK00	SS217	Street Smart	GlasBac®	25cm x 1m	SY	$102.97	68%	$33.22
Interface Carpet Tile	142650AK00	SS218	Street Smart	GlasBac®	25cm x 1m	SY	$104.74	68%	$33.79
Interface Carpet Tile	139280AK00	Static Lines	Visual Code	GlasBac®	25cm x 1m	SY	$138.45	68%	$44.66
Interface Carpet Tile	1417502500	Step Aside	Look Both Ways	GlasBac®	50cm x 50cm	SY	$170.44	68%	$54.98
Interface Carpet Tile	1417402500	Step In Time	Look Both Ways	GlasBac®	50cm x 50cm	SY	$133.92	68%	$43.20
Interface Carpet Tile	1473802500	Step It Up	Look Both Ways	GlasBac®	50cm x 50cm	SY	$96.11	68%	$31.00
Interface Carpet Tile	1417602500	Step This Way	Look Both Ways	GlasBac®	50cm x 50cm	SY	$155.81	68%	$50.26
Interface Carpet Tile	139260AK00	Stitch Count	Visual Code	GlasBac®	25cm x 1m	SY	$122.70	68%	$39.58
Interface Carpet Tile	137880AK00	Stitch In Time	World Woven	GlasBac®	25cm x 1m	SY	$120.53	68%	$38.88
Interface Carpet Tile	139270AK00	Stitchery	Visual Code	GlasBac®	25cm x 1m	SY	$95.71	68%	$30.88

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1462302500	Straight Edge		GlasBac®	50cm x 50cm	SY	$107.52	68%	$34.68
Interface Carpet Tile	1392202500	Striation		GlasBac®	50cm x 50cm	SY	$125.58	68%	$40.51
Interface Carpet Tile	1680402500	STUNT DOUBLE	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1255902500	Sublet	Second Story	GlasBac®	50cm x 50cm	SY	$97.41	68%	$31.42
Interface Carpet Tile	1632002500	Summerhouse Brights	(i2) World Woven	GlasBac®	50cm x 50cm	SY	$122.70	68%	$39.58
Interface Carpet Tile	163190AK00	Summerhouse Shades	(i2) World Woven	GlasBac®	25cm x 1m	SY	$115.04	68%	$37.11
Interface Carpet Tile	1240202500	Syncopation	Syncopation	GlasBac®	50cm x 50cm	SY	$132.28	68%	$42.67
Interface Carpet Tile	161920AK00	Tangled & Taut	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	1467302500	The Standard	(i2)	GlasBac®	50cm x 50cm	SY	$80.60	68%	$26.00
Interface Carpet Tile	1680502500	THIRD SPACE 301	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680602500	THIRD SPACE 302	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680702500	THIRD SPACE 303	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680802500	THIRD SPACE 304	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680902500	THIRD SPACE 305	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681002500	THIRD SPACE 306	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	168160AK00	THIRD SPACE 307	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	168170AK00	THIRD SPACE 308	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681102500	THIRD SPACE 309	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	168180AK00	THIRD SPACE 310	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681302500	THIRD SPACE 311	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681402500	THIRD SPACE 312	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1465202500	To Scale	(i2) Architectural Plans	GlasBac®	50cm x 50cm	SY	$92.97	68%	$29.99
Interface Carpet Tile	137460AK0Q	Tokyo Texture	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile	125150AK00	Translucent	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	124960AK00	Trio		GlasBac®	25cm x 1m	SY	$156.27	68%	$50.41
Interface Carpet Tile	1680002500	TWO TO TANGO	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	139350AK00	Up At Dawn	Rising Signs	CQuest GB	25cm x 1m	SY	$154.60	68%	$49.87
Interface Carpet Tile	161660AK00	Upload	Streaming	GlasBac®	25cm x 1m	SY	$121.74	68%	$39.27
Interface Carpet Tile	1251102500	Upward Bound	Rising Signs	CQuest GB	50cm x 50cm	SY	$154.60	68%	$49.87
Interface Carpet Tile	1271102500	UR101	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$181.01	68%	$58.39
Interface Carpet Tile	1271002500	UR102	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$181.01	68%	$58.39
Interface Carpet Tile	1271202500	UR103	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$164.49	68%	$53.06
Interface Carpet Tile	1269802500	UR202	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$136.65	68%	$44.08
Interface Carpet Tile	1271302500	UR301	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$184.36	68%	$59.47
Interface Carpet Tile	1270002500	UR302	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$123.50	68%	$39.84
Interface Carpet Tile	1269902500	UR303	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$130.20	68%	$42.00
Interface Carpet Tile	1273602500	UR304	Urban Retreat	GlasBac®	50cm x 50cm	SY	$130.20	68%	$42.00
Interface Carpet Tile	127340AK00	UR501	Urban Retreat	GlasBac® RE	25cm x 1m	SY	$159.53	68%	$51.46
Interface Carpet Tile	1386502500	Vector		GlasBac®	50cm x 50cm	SY	$88.84	68%	$28.66
Interface Carpet Tile	163280AK00	Veiled Brushwork	Simple Abstraction	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	138680AK00	Verticals	(i2)	GlasBac®	25cm x 1m	SY	$107.14	68%	$34.56
Interface Carpet Tile	1619702500	Vessel	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$153.05	68%	$49.37
Interface Carpet Tile	125610AK00	Video Spectrum	Simple Abstraction	GlasBac®	25cm x 1m	SY	$126.60	68%	$40.84
Interface Carpet Tile	1257302500	Villa Scroll	Suite Serenity	CQuest™ GB	50cm x 50cm	SY	$93.29	68%	$30.10
Interface Carpet Tile	141780AK00	Vintage Kimono	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	1465002500	Viva Colores	Cartera	GlasBac® RE	50cm x 50cm	SY	$117.21	68%	$37.81
Interface Carpet Tile	146500AK00	Viva Colores (P)		GlasBac® RE	25cm x 1m	SY	$117.21	68%	$37.81
Interface Carpet Tile	126440AK00	Walk the Plank	(i2)	GlasBac®	25cm x 1m	SY	$153.23	68%	$49.43
Interface Carpet Tile	125520AK00	WE151	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	124990AK00	WE152	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	125000AK00	WE153	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	125510AK00	WE154	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1473702500	Wheler Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$98.27	68%	$31.70
Interface Carpet Tile	138990AK00	Winter Sun	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	19DR602500	Work	(i2) First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	128190AK00	WW860	World Woven	GlasBac®	25cm x 1m	SY	$107.97	68%	$34.83
Interface Carpet Tile	128210AK00	WW865	World Woven	GlasBac®	25cm x 1m	SY	$107.97	68%	$34.83
Interface Carpet Tile	138930AK00	WW870	World Woven	GlasBac®	25cm x 1m	SY	$124.12	68%	$40.04
Interface Carpet Tile	128200AK00	WW880	World Woven	GlasBac®	25cm x 1m	SY	$131.13	68%	$42.30
Interface Carpet Tile	128240AK00	WW890	World Woven	GlasBac®	25cm x 1m	SY	$190.40	68%	$61.42
Interface Carpet Tile	128220AK00	WW895	World Woven	GlasBac®	25cm x 1m	SY	$186.68	68%	$60.22
Interface Carpet Tile	161900AK00	Yesterweave	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	137470AK0Q	Zen Stitch	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile (Walk Off)	1388402500	SR699	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$146.63	68%	$47.30
Interface Carpet Tile (Walk Off)	1388502500	SR799	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$141.11	68%	$45.52
Interface Carpet Tile (Walk Off)	1388602500	SR899	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$141.11	68%	$45.52
Interface Carpet Tile (Walk Off)	1388702500	SR999	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$148.55	68%	$47.92
Interface LVT	A018	Aries 4.5mm	Stargazing	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A006	Boundary Metallic 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A016	Brushed Lines 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A021	Cactus Makes Perfect 4.5 mm	Desert Scapes	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A024	Cliff 4.5 mm	Fresco Valley	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	C002	Criterion Classic Stones 3.0 mm	Criterion Classic	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	C001	Criterion Classic Woodgrains 3.0 mm	Criterion Classic	3.0 mm	12.5cm x 1m	SF	$6.81	64%	$2.43
Interface LVT	C003	Criterion Classic Wovens 3.0 mm	Criterion Classic	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	A009	Drawn Lines 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A07	Even Path Stones 4.5mm	Even Path	4.5 mm	50cm x 1m	SF	$14.74	64%	$5.27
Interface LVT	A08	Even Path Woodgrains 4.5mm	Even Path	4.5 mm	25cm x 1m	SF	$14.74	64%	$5.27
Interface LVT	A025	Great Heights 4.5 mm	Fresco Valley	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A008	Native Fabric 4.5 mm		4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A001	Natural Stones 4.5 mm	Level Set	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A002	Natural Woodgrains 4.5 mm	Level Set	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A026	Northern Grain 4.5 mm LVT		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A022	Plant-astic 4.5 mm	Desert Scapes	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A023	Ridge 4.5 mm	Fresco Valley	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A017	Scorpio 4.5 mm	Stargazing	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	B002	Steady Stride Concrete 3.0 mm	Steady Stride	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	B001	Steady Stride Woodgrains 3.0 mm	Steady Stride	3.0 mm	12.5cm x 1m	SF	$6.81	64%	$2.43
Interface LVT	A007	Studio Set 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A003	Textured Stones 4.5 mm	Level Set	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A004	Textured Woodgrains 4.5 mm	Level Set	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A014	Walk About 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A012	Walk Of Life 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A015	Walk On By 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A013	Walk The Aisle 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface Adhesive	111486	TacTiles® GB 1 Roll - Carpet Tile Non-Wet Adhesive	Carpet Tile		1 Roll (500 TacTiles)	EA	$187.09	32%	$126.41
Interface Adhesive	1019890	XL Brands 3800 Adhesive (1 Gallon)	LVT 3mm	3.0 mm LVT	1 Gal.	EA	$70.75	32%	$47.80
Interface Adhesive	1019831	XL Brands 3800 Adhesive (4 Gallon)	LVT 3mm	3.0 mm LVT	4 Gal.	EA	$244.39	32%	$165.13
Interface Floor Sealant	988963	XL Brands 9511 MVRS (4 Gallon)	Floor Prep		4 Gal.	EA	$257.26	32%	$173.82
Interface Adhesive	1013903	XL Brands HM99 Multi-use High Moisture Resilient Adhesive (4 Gallon)	Carpet Tile LVT 4.5mm	ReadyBac™ 4.5 mm LVT	4 Gal.	EA	$295.83	32%	$199.89
Interface Floor Sealant	961176	XL Brands RH 95 - One Coat Vapor Seal (4 Gallon)	Floor Prep		4 Gal.	EA	$385.88	32%	$260.73
Interface Floor Sealant	632861	XL Brands TriSeal - One Coat Cut Back Sealer (4 Gallon)	Floor Prep		4 Gal.	EA	$257.26	32%	$173.82
Interface Adhesive	1001416	XL Brands® 2000 Plus Adhesive (1 Gallon)	Carpet Tile LVT 4.5mm		1 Gal.	EA	$70.75	32%	$47.80
Interface Adhesive	1001417	XL Brands® 2000 Plus Adhesive (4 Gallon)	Carpet Tile LVT 4.5mm		4 Gal.	EA	$244.39	32%	$165.13
nora by Interface Vinyl Sheet Goods	261 - A050	Bloom With a View, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	259 - A040	Continual Woodgrains, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	257 - A020	Crossed, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	258 - A010	Looped, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	256 - A030	Meshed, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	262 - A060	Spike-tacular, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
nora by Interface Rubber Tile	405 - 1910	825 hammered 2.7mm Rubber Tile	norament®		19.72" x 19.72"	SF	$16.02	44%	$8.90
nora by Interface Rubber Tile	405 - 1902	825 round 3.2mm pastille Rubber Tile	norament®		19.72" x 19.72"	SF	$16.02	44%	$8.90
nora by Interface Rubber Tile	860 - 0354	920 (Class A) 4.0mm round Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$29.88	44%	$16.60
nora by Interface Rubber Tile	868 - 1955	992 9.0mm Extreme Wear Resistance Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$30.55	44%	$16.97
nora by Interface Rubber Tile	418 - 1955	992 grano hammered 9.0mm hammered Extreme Wear Resistance Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$33.44	44%	$18.58
nora by Interface Rubber Tile	787 - 3118	arago 3.5 relief structuremm Rubber Tile	norament®		19.72" x 39.53"	SF	$25.56	44%	$14.20
nora by Interface Rubber Tile	787 - 3119	arago beveled edge hammer Speciality Rubber Tile	norament		39.32" x 19.58"	SF	$29.54	44%	$16.41
nora by Interface Rubber Tile	566 - 3167	castello two-tone Rubber Tile	norament®			SF	$22.75	44%	$12.64
nora by Interface Rubber Tile	446 - 2490	convia 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$9.97	44%	$5.54
nora by Interface Rubber Tile	595 - 1880	grano 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$22.00	44%	$12.22
nora by Interface Rubber Tile	409 - 1880	grano ed 3.5mm hammer Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$33.88	44%	$18.82
nora by Interface Rubber Tile	565 - 3166	kivo two-tone Rubber Tile	norament®			SF	$19.58	44%	$10.88
nora by Interface Rubber Tile	786 - 266B	lona 2.0mm subtle profile Rubber Tile	noraplan®		24.60" x 24.60"	SF	$14.36	44%	$7.98
nora by Interface Rubber Tile	786 - 267B	lona 3.0mm subtle profile Rubber Tile	noraplan®		24.60" x 24.60"	SF	$20.20	44%	$11.22
nora by Interface Rubber Tile	568 - 3167	pado 3.5mm Rubber Tile	norament			SF	$20.10	44%	$11.17
nora by Interface Rubber Tile	547 - 1880	satura 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$22.00	44%	$12.22
nora by Interface Rubber Tile	550 - 2700	sentica 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$13.30	44%	$7.39
nora by Interface Rubber Tile	550 - 2701	sentica 3.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$16.58	44%	$9.21
nora by Interface Rubber Tile	549 - 2702	sentica ed 2.0mm smooth Speciality Rubber Tile	noraplan®		24.6" x 24.6"	SF	$21.49	44%	$11.94
nora by Interface Rubber Tile	691 - 2462	Signa environcare 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$13.30	44%	$7.39
nora by Interface Rubber Tile	691 - 2463	Signa environcare 3.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$16.58	44%	$9.21
nora by Interface Rubber Tile	508 - 2390	Signa environcare ed 2.0mm smooth Speciality Rubber Tile	noraplan®		24.6" x 24.6"	SF	$21.49	44%	$11.94
nora by Interface Rubber Tile	776 - 273A	valua 2.0mm, 24" x 12" Rubber Plank Tile	noraplan®		24" x 12"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 272A	valua 2.0mm, 24" x 8" Rubber Plank Tile	noraplan®		24" x 8"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 274A	valua 2.0mm, 48" x 16" Rubber Plank Tile	noraplan®		48" x 16"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 276A	valua 3.0mm, 24" x 12" Rubber Plank Tile	noraplan®		24" x 12"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	776 - 275A	valua 3.0mm, 24" x 8" Rubber Plank Tile	noraplan®		24" x 8"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	776 - 277A	valua 3.0mm, 48" x 16" Rubber Plank Tile	noraplan®		48" x 16"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	529 - 1880	xp 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$21.56	44%	$11.98
nora by Interface Rubber Tile	530 - 0325	xp trac Rubber Tile	norament			SF	$26.77	44%	$14.87
nora by Interface Rubber Sheet Goods	446 - 1490	convia 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$9.97	44%	$5.54
nora by Interface Rubber Sheet Goods	650 - 160E	linee 2.0mm subtle profile Rubber Sheet Goods	noraplan		4' x 49.21'	SF	$15.52	44%	$8.62
nora by Interface Rubber Sheet Goods	650 - 160E	linee 2mm Rubber Sheet Goods	noraplan®			SF	$15.52	44%	$8.62
nora by Interface Rubber Sheet Goods	650 - 161E	linee 3.0mm subtle profile Rubber Sheet Goods	noraplan		4' x 39.37'	SF	$20.32	44%	$11.29
nora by Interface Rubber Sheet Goods	650 - 161E	linee 3mm Rubber Sheet Goods	noraplan®			SF	$20.32	44%	$11.29
nora by Interface Rubber Sheet Goods	786 - 166B	lona 2.0mm subtle profile Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$14.36	44%	$7.98
nora by Interface Rubber Sheet Goods	786 - 167B	lona 3.0mm subtle profile Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$20.20	44%	$11.22
nora by Interface Rubber Sheet Goods	550 - 1700	sentica 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.30	44%	$7.39
nora by Interface Rubber Sheet Goods	550 - 1701	sentica 3.0mm smooth Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$16.58	44%	$9.21
nora by Interface Rubber Sheet Goods	545 - 1705	sentica acoustic 4.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$22.50	44%	$12.50
nora by Interface Rubber Sheet Goods	549 - 1702	sentica ed 2.0mm smooth Special Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$21.49	44%	$11.94
nora by Interface Rubber Sheet Goods	549 - 1703	sentica ed 3.0mm smooth Special Rubber Sheet Goods	noraplan			SF	$32.24	44%	$17.91
nora by Interface Rubber Sheet Goods	691 - 1462	Signa environcare 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.30	44%	$7.39
nora by Interface Rubber Sheet Goods	691 - 1463	Signa environcare 3.0mm smooth Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$16.58	44%	$9.21
nora by Interface Rubber Sheet Goods	693 - 1420	Signa environcare acoustic 4.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$22.50	44%	$12.50
nora by Interface Rubber Sheet Goods	508 - 1390	Signa environcare ed 2.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$21.49	44%	$11.94
nora by Interface Rubber Sheet Goods	508 - 1523	Signa environcare ed 3.0mm smooth Speciality Rubber Sheet Goods	noraplan			SF	$30.56	44%	$16.98
nora by Interface Rubber Sheet Goods	776 - 174A	valua 2.0mm, marbleized Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.93	44%	$7.74
nora by Interface Rubber Sheet Goods	776 - 175A	valua 3.0mm, marbleized Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$18.38	44%	$10.21
nora by Interface Adhesive	502902	AC 100 Adhesive			3.08 Gal.	EA	$267.89	32%	$181.01
nora by Interface Adhesive	502980	Dryfix 750 MR Tape Adhesive			29.5" x 253.9 Roll	EA	$3,640.71	32%	$2,459.94
nora by Interface Adhesive	502905	Dryfix 750 Tape Adhesive			29.5" x 98.5' Roll	EA	$864.39	32%	$584.05
nora by Interface Adhesive	502981	Dryfix ed Tape Adhesive			29.5" x 98.5' Roll	EA	$1,189.19	32%	$803.51
nora by Interface Adhesive	502903	ED 120 Adhesive			3.08 Gal.	EA	$683.86	32%	$462.07
nora by Interface Adhesive	792 - 0946	Heat Weld Adhesive Tape (180 ft/roll)			180 ft/roll)	EA	$234.21	32%	$158.25

Interface

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nora by Interface Adhesive	502907	Profix 145 Tape Adhesive			5.71" x 164' Roll	EA	$360.39	32%	$243.51
nora by Interface Adhesive	502910	Profix 50 Tape Adhesive			1.97" x 164' Roll	EA	$117.41	32%	$79.33
nora by Interface Adhesive	502908	Profix 90 Tape Adhesive			3.54" x 164' Roll	EA	$204.80	32%	$138.38
nora by Interface Adhesive	502901	PU 102 Adhesive			1.43 Gal	EA	$359.61	32%	$242.98
nora by Interface Adhesive	502888	XL Brands VS95 Adhesive (4 Gallon) for Vinyl Sheet Goods			4 Gal.	EA	$295.26	32%	$199.50
nora by Interface Wall Base	521 - 0817	Sanitary Wall Base 3019 d 6", 3.5mm for norament® tile flooring - roll 6" x 32.81'			6" x 32.81'	EA	$27.88	32%	$18.84
nora by Interface Wall Base	522 - 0712	Wall Base 2 1/2" cove, 120 LF per roll			2 1/2"	LF	$1.33	32%	$0.90
nora by Interface Wall Base	522 - 0820	Wall Base 4" cove, 120 LF per roll			4"	LF	$1.64	32%	$1.11
nora by Interface Wall Base	522 - 0799	Wall Base 4" straight, 120 LF per roll			4"	LF	$1.64	32%	$1.11
nora by Interface Wall Base	522 - 0796	Wall Base 6" straight, 96 LF per roll			6"	LF	$2.43	32%	$1.64
nora by Interface Stair Treads	571 - 0465	920 (Class A) 4.5mm pastille Stair Treads 4' Length treads			4'	EA	$231.44	32%	$156.38
nora by Interface Stair Treads	569 - 3170	arago hammered 5mm Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	569 - 3171	arago hammered 5mm Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	569 - 3172	arago hammered 5mm Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Stair Treads	407 - 0479	grano 5mm hammered Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	407 - 0468	grano 5mm hammered Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	407 - 0469	grano 5mm hammered Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Stair Treads	572 - 0479	hammered 5mm Stair Treads 4' Length treads			4'	EA	$125.70	32%	$84.93
nora by Interface Stair Treads	572 - 0468	hammered 5mm Stair Treads 5' Length treads			5'	EA	$157.12	32%	$106.16
nora by Interface Stair Treads	572 - 0469	hammered 5mm Stair Treads 6' Length treads			6'	EA	$188.55	32%	$127.40
nora by Interface Stair Treads	572 - 0465	round 5mm pastille Stair Treads 4' Length treads			4'	EA	$125.70	32%	$84.93
nora by Interface Stair Treads	572 - 0466	round 5mm pastille Stair Treads 5' Length treads			5'	EA	$157.12	32%	$106.16
nora by Interface Stair Treads	572 - 0467	round 5mm pastille Stair Treads 6' Length treads			6'	EA	$188.55	32%	$127.40
nora by Interface Stair Treads	556 - 0479	satura 5mm hammered Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	556 - 0468	satura 5mm hammered Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	556 - 0469	satura 5mm hammered Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Accessories	114678	Aluminum stair nosing			1 pc = 8.2 LF	EA	$143.67	32%	$97.07
nora by Interface Accessories	523 - 0805 A/C	Stair nosing T 5044 A/C 2-2.7mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0805 E/F	Stair nosing T 5044 E/F 3.5-4mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0802 A/C	Stair nosing T 5049 A/C 2-2.7mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0802 E/F	Stair nosing T 5049 E/F 3.5-4mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	689 - 0928	Cold Weld Compound Joint Sealant 735			1 Tube (coverage: 50-60 LF)	EA	$91.24	32%	$61.65
nora by Interface Accessories	503000	Cold weld starter kit- Liquid wax (109914) / Spatula (120184)				EA	$205.25	32%	$138.68
nora by Interface Accessories	502935	Cold weld tape			2" x 108' roll	EA	$29.61	32%	$20.01
nora by Interface Accessories	500875	Epoxy stair filler			50' at 1/4" bead	EA	$86.31	32%	$58.32
nora by Interface Accessories	792 - 0946	Hot Welding Rod, 328 LF per roll			328 LF per roll	EA	$234.21	32%	$158.25
nora by Interface Accessories	113683	Metal Repair Stair Angle			1 box of 30 pc	EA	$502.39	32%	$339.46
nora by Interface Accessories	502906	Stepfix Tape Adhesive, 240mm x 50m Roll	Stairtreads		9.45" x 164' Roll	LF	$477.02	32%	$322.31

Interface

CARBON NEUTRAL FLOORING ™

ORDERING INSTRUCTIONS

We successfully employ the following purchasing and installation models for our contract members.

*** All purchase orders and quotes should be itemized so contract rates for Product and Services can be easily verified.**
*** The agreement name must be noted on all purchase orders.**

Option 1 (Contract Preferred) MANUFACTURER TURNKEY "ONE POINT OF CONTACT" :
Interface acknowledges that Members or Buyers may source Products and Services through or with the cooperation of our affiliate and subsidiaries, InterfaceSERVICES, consistent with the terms of this Agreement. Members can purchase Products and Services direct with the manufacturer through our Turn-Key Division, InterfaceSERVICES, Inc. The member's purchase order must be issued to InterfaceSERVICES at the address noted below.

InterfaceSERVICES, Inc.
106 Northpoint Parkway, Suite 300, Acworth, GA 30102
T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127

Option 2) LOCAL DEALERS - DEALER ASSISTED PURCHASING:
Purchase product through local dealers. The members purchase order will be issued in the name of the selected local dealer. The local dealer will be the point of contact for quotes, take-offs, logistics, and invoicing.

Interface will make contract pricing available to local dealers. All local dealers that support the Interface branded can access this agreement to support our contract members. A list of dealers is available upon request.

Option 3) DIRECT PURCHASE OF PRODUCT FROM INTERFACE OR NORA SYSTEMS (NORA BY INTERFACE) - MATERIAL ONLY:
Members and Local Dealers/GC's may purchase product only from the appropriate mill supporting the Interface or nora by Interface brand as their Product source point of contact. Separate purchase orders must be issued for each brand. The agreement name must be noted on all purchase orders.

*** Interface Modular Carpet and LVT roduct Source:**

Interface Americas, Inc.
1503 Orchard Hill Road
LaGrange, GA 30240
Tel: (800) 634-6032
Email: Orders@Interface.com

*** Interface Rubber and Vinyl Sheet Goods Flooring Product Source:**

nora Systems, Inc. (nora by Interface)
9 Northeastern Blvd
Salem, NH 03079
Tel: (800) 336-5096

CONTRACT PRICING AND PAYMENT GUIDE

Product Offering: All Interface branded modular carpet, LVT and rubber flooring is offered under this agreement. * Recently Launched Styles not listed here are available under this agreement

Product Pricing Structure: Contract pricing include Product cost only. Sales tax, shipping, California AB2398 Carpet Stewardship Assessment Fee (if applicable) and installation is not included. Sales or service taxes imposed on the dealer / contractor will be charged to the contract member for reimbursement

Freight / Shipping Terms: FOB Destination, prepaid and added to the invoice. Freight charges to be disclosed at the time of order. In major metropolitan urban areas such as New York City and its immediate environs, it is the Interface policy that an order ship to the dealer-contractor of the end-use customer's choice Contact your local Interface representative for a list of dealers in the State of New York area.

Member Payment Terms: Payment for Product is expected Net 30 Days according to the terms of the agreement, and payment for labor is due upon installation completion. When installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring Products.

Open Credit Account Terms: All contract members or dealers purchasing on behalf of the member desiring open credit with Interface will be required to supply a signed credit application prior to order submittal. A credit line will be established at the sole discretion of Interface's Credit Department. Open credit account terms for dealers sourcing material from Interface is Net 30. If the customer does not qualify for open credit, 100% payment is due before the material is shipped. A 3% fee will be added to all orders paid via a credit card

California AB2398 Carpet Stewardship Assessment Fee: Soft surface product pricing does not include the California AB2398 Carpet Stewardship Assessment Fee.
This fee will appear as a separate line item on invoices for soft surface products shipped to California locations.

Installation and Sundry Item Notes: The contract installation rates and sundry item prices contained in this agreement are guaranteed through InterfaceSERVICES, our in-house turn-key project management group. Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.

Interface

PRODUCT AND SERVICE PROVIDERS: InterfaceSERVICES, Inc. ("Supplier" Turn-key Division) 106 Northpoint Parkway, Suite 300 Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com or local dealers		Northeast Region: ME, VT, NH, MA, RI, CT, NJ, PA, DE		Mid-West Region: MD, VA, WV, KY, IN, OH, MI		Southeast Region: NC,TN, MS, AL, GA, SC		South Central Region: AR, OK, TX, LA		North Central Region: IL, MO, KS, NE, IA, WI, MN, SD, ND		Rockies: NM, AZ, NV, UT, CO, WY		West Coast Region: CA, OR, WA, ID, MT		State of New York	State of Florida	
INSTALLATION AND SUNDRY ITEMS	**UOM**	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate
Installation - Monday - Friday Standard 8 Hour Shift		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid	See Grid	
Installation - Monday - Friday Overtime (ADD ON)	% Added	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	50%	25%	50%
Installation - Saturday (ADD ON)	% Added	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	50%	25%	50%
Installation - Sunday & Holidays (ADD ON)	% Added	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	100%	35%	100%
* Project Management Fee (Not to Exceed) (% ADD ON)	% Added	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
Mark Up for Rental or Materials not listed (% ADD ON)	% Added	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	28%	20%	28%
Hourly Rate for Services Not Listed (non-overtime)	Hourly Rate	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$125.60	$89.70	$125.60
Custom Carpet Backing - ReadyBac (100SY Min Order)	$ Added	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15
Custom Carpet Backing - CQuest Bio (100SY Min Order)	$ Added	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60
Custom Carpet Backing - CushionBac Renew (100SY Min Order)	$ Added	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40
Installation - Interface Carpet Tile (Labor Only)	Sq. Yd.	$9.55	$13.40	$6.90	$9.70	$7.50	$10.50	$6.65	$9.30	$6.90	$9.70	$7.50	$10.50	$9.55	$11.20	$14.50	$7.50	$10.50
Installation - L I F T System Interface Carpet Tile Projects (labor only)	Sq. Yd.	$17.55	$24.60	$15.45	$21.60	$16.60	$23.20	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$17.55	$24.60	$24.60	$16.60	$23.20
Installation - Interface Luxury Vinyl Tile (labor only)	Sq. Ft.	$3.20	$4.45	$1.85	$2.60	$2.10	$2.90	$2.75	$3.80	$1.85	$2.60	$2.75	$3.80	$3.20	$5.25	$5.25	$2.10	$2.90
Installation - Nora by Interface Rubber Tile (labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Rubber Sheet Goods (labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Heat Welding Rubber Flooring (Labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Flash Coving Rubber Flooring (Labor only)	Ln. Ft.	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$20.70	$11.85	$14.75
Installation - Nora by Interface Rubber Dissipative Flooring (Labor Only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Resilient Wall Base (labor only)	Ln. Ft.	$1.75	$2.45	$1.65	$2.30	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.75	$2.45	$3.10	$1.40	$1.95
Installation - Nora by Interface Stair treads (labor only)	Ln. Ft.	$24.15	$33.85	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$24.15	$33.85	$33.85	$22.00	$30.80
Installation - Nora by Interface Stair nosing (labor only)	Ln. Ft.	$16.95	$23.70	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$16.95	$23.70	$23.70	$15.45	$21.60
Installation - VCT (Armstrong) (labor only)	Sq. Ft.	$1.65	$2.30	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.65	$2.30	$2.30	$1.40	$1.95
Removal - Carpet Tile (labor only)	Sq. Yd.	$2.45	$3.40	$2.20	$3.10	$3.35	$4.70	$2.20	$3.10	$2.20	$3.10	$2.45	$3.40	$2.45	$6.45	$7.20	$3.35	$4.70
Removal - Luxury Vinyl Tile (labor only)	Sq. Ft.	$1.30	$1.80	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$1.30	$1.60	$2.30	$0.75	$1.05
Removal - Rubber Tile (labor only)	Sq. Ft.	$1.30	$1.80	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$1.30	$1.80	$2.20	$0.75	$1.05
Removal - Rubber Sheet Goods (labor only)	Sq. Ft.	$2.15	$3.00	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$2.15	$3.00	$3.00	$1.50	$2.10
Removal - Rubber Sheet Goods (Stairs application) (labor only)	Sq. Ft.	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$2.20	$1.30	$1.80
Removal - VCT (labor only)	Sq. Ft.	$1.30	$1.80	$0.60	$0.85	$0.50	$0.65	$0.60	$0.85	$0.60	$0.85	$0.60	$0.85	$1.30	$1.80	$1.80	$0.50	$0.65
Removal - Broadloom direct glue down (labor only)	Sq. Yd.	$4.35	$6.05	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$4.35	$6.05	$7.20	$3.20	$4.50
Removal - Double Stick Installation (labor only)	Sq. Yd.	$4.85	$6.80	$4.40	$6.15	$6.70	$9.35	$4.40	$6.15	$4.40	$6.15	$4.40	$6.15	$4.85	$6.80	$14.10	$6.70	$9.35
Removal - Sheet Vinyl (labor only)	Sq. Ft.	$1.30	$1.80	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$1.30	$1.80	$2.20	$0.90	$1.25
Removal - Existing Cove Base (labor only)	Ln. Ft.	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.95	$0.60	$0.80
Removal - Existing Stair Tread	Ln. Ft.	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$7.50	$4.05	$5.65
Floor Prep - Removal of Existing Coating, Glue, and Mastic	Sq. Ft.	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.25	$1.80	$1.30	$1.80

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INSTALLATION AND SUNDRY ITEMS	UOM	Northeast Region: ME, VT, NH, MA, RI, CT, NJ, PA, DE		Mid-West Region: MD, VA, WV, KY, IN, OH, MI		Southeast Region: NC,TN, MS, AL, GA, SC		South Central Region: AR, OK, TX, LA		North Central Region: IL, MO, KS, NE, IA, WI, MN, SD, ND		Rockies: NM, AZ, NV, UT, CO, WY		West Coast Region: CA, OR, WA, ID, MT		State of New York	State of Florida	
		Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate
Floor Prep - (Minor) Skim Coating to 1/8 inch (Material & Labor)	Sq. Ft.	$0.90	$1.25	$0.90	$1.25	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.90	$1.45	$2.05	$0.75	$1.05
Floor Prep - Self leveling to 1/4 inch (Material & Labor)	Sq. Ft.	$2.10	$2.90	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$2.10	$2.90	$4.05	$1.75	$2.45
Floor Prep - (Extreme) Grind floor to receive flooring. (Material & Labor)	Sq. Ft.	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$3.75	$2.20	$3.10
Floor Prep - Moisture Mitigator / Self Level / Grinding. (Material & Labor)	Sq. Ft.	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$9.45	$3.65	$5.10
Floor Prep - 1/4 Inch Luan (Material & Labor)	Sq. Ft.	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$4.85	$3.45	$4.85
Reclamation Prep - Palletize/Shrink Wrap (Recyclable) Carpet for Recycling	Sq. Yd.	$2.80	$3.90	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$2.80	$2.65	$3.90	$1.65	$2.30
Reclamation Prep - Palletize/Shrink Wrap (Recyclable) Resilient Flooring for Recycling	Sq. Ft.	$0.30	$0.45	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.30	$0.45	$0.60	$0.20	$0.25
Reclamation Processing Fee - (Interface Brand) Carpet *Freight not included	Sq. Yd.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Reclamation Processing Fee - (Recyclable) Carpet *Freight not included	Sq. Yd.	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05
Reclamation Processing Fee - (Non-recyclable) Carpet Waste to Energy *Freight not included	Sq. Yd.	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
Reclamation Processing Fee - (Non-recyclable) Resilient Flooring Waste to Energy *Freight not included	Sq. Ft.	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
Freight Fees to Reclamation Facility - Full Truck Loads (Interface Brand) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Freight Fees to Reclamation Facility - Less Than Truck Load (Interface Brand) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60
Freight Fees to Reclamation Facility - (Recyclable) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05
Freight Fees to Reclamation Facility - (Non-recyclable) Carpet Waste to Energy *Reclamation Processing Fee not included	Sq. Yd.	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60
Freight Fees to Reclamation Facility - (Non-recyclable) Resilient Flooring Waste to Energy *Reclamation Processing Fee not included	Sq. Ft.	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
Disposal - Carpet (Non-recyclable)	Sq. Yd.	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$3.35	$2.40	$3.35
Disposal - Resilient Flooring (Non-recyclable)	Sq. Ft.	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.45	$0.30	$0.45
Furnish / Install - Resilient 4" Base (standard styles)	Ln. Ft.	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$5.15	$4.05	$2.60	$3.65
Furnish / Install - Resilient 6" Base (standard styles)	Ln. Ft.	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$5.20	$5.20	$3.05	$4.30
Furnish / Install - Transition Strips	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$8.05	$5.75	$8.05
Furnish / Install - Carpet to Tile Reducer (Mercer 165 or Similar)	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$8.05	$5.75	$8.05
Furnish / Install - Stair Tread (standard styles)	Ln. Ft.	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$49.95	$35.65	$49.95
Furnish / Install - Stair Nosing (standard styles)	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$16.30	$5.75	$8.05
Furnish / Install - Risers 8" (standard styles)	Ln. Ft.	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$12.50	$8.95	$12.50
Furnish / Install - Risers 9"(standard styles)	Ln. Ft.	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$12.50	$8.95	$12.50
Moisture Testing	Each	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$149.50	$177.10	$126.50	$177.10
Moisture Mitigation	Sq. Ft.	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$5.10	$3.65	$5.10
Conventional Furniture Moving (Light)	Sq. Yd.	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$8.90	$6.35	$8.90
Conventional Furniture Moving (Medium)	Sq. Yd.	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$12.25	$8.75	$12.25
VCT - Armstrong VCT (45 Sq. FT. per Carton)	Carton	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
Adhesive - Armstrong VCT Adhesive (4 Gal.)	Pail	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08
ITS99 Moisture Adhesive	Pail	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47

Interface

PRODUCT AND SERVICE PROVIDERS: InterfaceSERVICES, Inc. ("Supplier" Turn-key Division) 106 Northpoint Parkway, Suite 300 Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com or local dealers		Northeast Region: ME, VT, NH, MA, RI, CT, NJ, PA, DE		Mid-West Region: MD, VA, WV, KY, IN, OH, MI		Southeast Region: NC,TN, MS, AL, GA, SC		South Central Region: AR, OK, TX, LA		North Central Region: IL, MO, KS, NE, IA, WI, MN, SD, ND		Rockies: NM, AZ, NV, UT, CO, WY		West Coast Region: CA, OR, WA, ID, MT		State of New York	State of Florida	
INSTALLATION AND SUNDRY ITEMS	**UOM**	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate

The contract installation rates and sundry item prices contained in this agreement are guaranteed through InterfaceSERVICES, our in-house turn-key project management group.

****Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.**

Installation shall be in accordance with Interface's instructions and the Carpet and Rug Institute (CRI) Standards for Installation of Textile Floorcovering Materials (104 for Commercial/105 for Residential).

Installation rates are based on an open, empty office/ dormitory/quarters space on a "clean floor." A "clean floor" is one where the condition is appropriate to accept carpet with no additional preparation other than possibly sweeping clean.

All installation work is guaranteed for one year for any defect in workmanship and materials used to install the carpet.

The Interface branded flooring, adhesive and accessories may be invoiced seperately from installation services and sundry items.

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jubilee Decor LLC for commercial holiday decorations for MPRD.
General fund.

Amount of Contract:

$24,260.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230809 Jubilee Agenda Package POs	Cover Memo	8/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11363	2023	(4010) SPECIAL EVENTS	COMMERCIAL HOLIDAY DECORATIONS FOR MPRD (PRICE QUOTE)	$24,260.00	(296063) JUBILEE DÉCOR LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
JUBILEE DECOR LLC 406 RIVER FALLS ST SUITE 127 ANDALUSIA, AL 36420 Tel#205-482-7907 Fax 334-239-3487	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE 1781 6-22-2023			
001	FIBERGLASS HOLIDAY DECORATION CONSISTING OF FIVE (5) 42" IN DIAMETER ORNAMENTS WITH MARINE-GRADE GELCOAT AND GLITTER FINISH IN BRILLIANT CANADIAN BLUE AND FIVE (5) 42" IN DIAMETER ORNAMENTS WITH MARINE-GRADE GELCOAT AND GLITTER FINISH IN BRILLIANT CHROME SILVER. DECORATION ALSO INCLUDES SILVER ORNAMENT-STYLE CAPS ON EACH ORNAMENT BALL, AS WELL AS STEEL STACKING FRAMEWORK AND BASES FOR BOTTOM ORNAMENTS, WHICH CONSISTS OF A STEEL PIPE WITH CARABINER CLIP SYSTEM FOR EACH ORNAMENT. MEASUREMENTS ARE 124” X 96”, 410 POUNDS FOR THE FULL 10-BALL STACK. JUBILEE DECOR ITEM NUMBER FOS-10-42. ITEMS NEEDED BY 9/25/23 Additional Description Notes --- PAGE 3 OF JUBILEE DECOR 2022 CATALOG.	1.00 EACH	11750.00000	11750.00

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
JUBILEE DECOR LLC	PARKS & REC EVENTS DIVISION
406 RIVER FALLS ST	SAINT HOPE WALKER- SOUTH SIDE
SUITE 127	48 N. SAGE AVE
	MOBILE, AL 36607
ANDALUSIA, AL 36420	SAINTHOPE.WALKER@CITYOFMOBILE.ORG
Tel#205-482-7907	Delivery Reference
Fax 334-239-3487	SAINT HOPE WALKER
	Deliver To
	PARKS & REC EVENTS DIVISION
	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	https://content.app-sources.com/s/49371480661319933/uploads/Images/Jubilee_2022_Catalog-2187028.pdf			
	The Above Line Item Is Required By: 10/02/23			
1	1000.20.20.4010.4010.2005.0000.0000.44020.			11750.00
	Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference SAINT HOPE WALKER			
	Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607			
002	FIBERGLASS HOLIDAY DECORATION CONSISTING OF A BURR 24" WIDTH BY 71" HEIGHT REPLICA C7 BULB, WEIGHING 48 POUNDS, GREEN IN COLOR WITH A HARD-COATED FOAM PLUG BASE, GREEN IN COLOR, AND GREEN FLEX PVC CORD. INCLUDES FOUR (4) ANCHOR POINTS FOR GUIDING OFF OF 2 UPRIGHT STEEL BRACKETS AND GUY-WIRE. JUBILEE DECOR ITEM	1.00 EACH	1042.00000	1042.00

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
JUBILEE DECOR LLC 406 RIVER FALLS ST SUITE 127 ANDALUSIA, AL 36420 Tel#205-482-7907 Fax 334-239-3487	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	NUMBER C7-GREEN. ITEMS NEEDED BY 9/25/23 Additional Description Notes --- https://content.app-sources.com/s/49371480661319933/uploads/Images/Jubilee_2022_Catalog-2187028.pdf PAGE 5 IN JUBILEE DECOR CATALOG 2022 The Above Line Item Is Required By: 10/02/23			
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1042.00
	Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607			
003	FIBERGLASS HOLIDAY DECORATION CONSISTING OF A BURR 24" WIDTH BY 71" HEIGHT REPLICA C7 BULB, WEIGHING 48 POUNDS, RED IN COLOR	1.00 EACH	1042.00000	1042.00

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
JUBILEE DECOR LLC	PARKS & REC EVENTS DIVISION
406 RIVER FALLS ST	SAINT HOPE WALKER- SOUTH SIDE
SUITE 127	48 N. SAGE AVE
	MOBILE, AL 36607
ANDALUSIA, AL 36420	SAINTHOPE.WALKER@CITYOFMOBILE.ORG
Tel#205-482-7907	Delivery Reference
Fax 334-239-3487	SAINT HOPE WALKER
	Deliver To
	PARKS & REC EVENTS DIVISION
	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	WITH A HARD-COATED FOAM PLUG BASE, GREEN IN COLOR, AND GREEN FLEX PVC CORD. INCLUDES FOUR (4) ANCHOR POINTS FOR GUIDING OFF OF 2 UPRIGHT STEEL BRACKETS AND GUY-WIRE. JUBILEE DECOR ITEM NUMBER C7-RED. ITEM NEEDED BY 9/25/23			
	Additional Description Notes			
	----------			
	https://content.app-sources.com/s/49371480661319933/uploads/Images/Jubilee_2022_Catalog-2187028.pdf			
	PAGE 5 IN JUBILEE DECOR 2022 CATALOG.			
	The Above Line Item Is Required By:	10/02/23		
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1042.00
	Ship To			
	PARKS & REC EVENTS DIVISION			
	SAINT HOPE WALKER- SOUTH SIDE			
	48 N. SAGE AVE			
	MOBILE, AL 36607			
	Delivery Reference			
	SAINT HOPE WALKER			
	Deliver To			
	PARKS & REC EVENTS DIVISION			
	SAINT HOPE WALKER- SOUTH SIDE			
	48 N. SAGE AVE			
	MOBILE, AL 36607			

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 5

Vendor	Ship To
JUBILEE DECOR LLC 406 RIVER FALLS ST SUITE 127 ANDALUSIA, AL 36420 Tel#205-482-7907 Fax 334-239-3487	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
004	FIBERGLASS HOLIDAY DECORATION CONSISTING OF A BURR 24" WIDTH BY 71" HEIGHT REPLICA C7 BULB, WEIGHING 48 POUNDS, BLUE IN COLOR WITH A HARD-COATED FOAM PLUG BASE, GREEN IN COLOR, AND GREEN FLEX PVC CORD. INCLUDES FOUR (4) ANCHOR POINTS FOR GUIDING OFF OF 2 UPRIGHT STEEL BRACKETS AND GUY-WIRE. JUBILEE DECOR ITEM NUMBER C7-BLUE. ITEM NEEDED BY 9/25/23 Additional Description Notes --- https://content.app-sources.com/s/49371480661319933/uploads/Images/Jubilee_2022_Catalog-2187028.pdf PAGE 5 IN JUBILEE DECOR 2022 CATALOG The Above Line Item Is Required By: 10/02/23	1.00 EACH	1042.00000	1042.00
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1042.00

Ship To
PARKS & REC EVENTS DIVISION
SAINT HOPE WALKER- SOUTH SIDE
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
SAINT HOPE WALKER

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
JUBILEE DECOR LLC 406 RIVER FALLS ST SUITE 127 ANDALUSIA, AL 36420 Tel#205-482-7907 Fax 334-239-3487	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607			
005	FIBERGLASS HOLIDAY DECORATION CONSISTING OF A BURR 24" WIDTH BY 71" HEIGHT REPLICA C7 BULB, WEIGHING 48 POUNDS, YELLOW IN COLOR WITH A HARD-COATED FOAM PLUG BASE, GREEN IN COLOR, AND GREEN FLEX PVC CORD. INCLUDES FOUR (4) ANCHOR POINTS FOR GUIDING OFF OF 2 UPRIGHT STEEL BRACKETS AND GUY-WIRE. JUBILEE DECOR ITEM NUMBER C7-YELLOW. ITEM NEEDED BY 9/25/23 Additional Description Notes --- https://content.app-sources.com/s/49371480661319933/uploads/Images/Jubilee_2022_Catalog-2187028.pdf PAGE 5 OF JUBILEE DECOR CATALOG 2022 The Above Line Item Is Required By: 10/02/23	1.00 EACH	1042.00000	1042.00
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1042.00

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 7

Vendor	Ship To
JUBILEE DECOR LLC 406 RIVER FALLS ST SUITE 127 ANDALUSIA, AL 36420 Tel#205-482-7907 Fax 334-239-3487	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607			
006	FIBERGLASS HOLIDAY DECORATION CONSISTING OF A BURR 24" WIDTH BY 71" HEIGHT REPLICA C7 BULB, WEIGHING 48 POUNDS, WHITE IN COLOR WITH A HARD-COATED FOAM PLUG BASE, GREEN IN COLOR, AND GREEN FLEX PVC CORD. INCLUDES FOUR (4) ANCHOR POINTS FOR GUIDING OFF OF 2 UPRIGHT STEEL BRACKETS AND GUY-WIRE. JUBILEE DECOR ITEM NUMBER C7-WHITE. ITEM NEEDED BY 9/25/23 Additional Description Notes --- https://content.app-sources.com/s/49371480661319933/uploads/Images/Jubilee_2	1.00 EACH	1042.00000	1042.00

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 8

Vendor	Ship To
JUBILEE DECOR LLC 406 RIVER FALLS ST SUITE 127 ANDALUSIA, AL 36420 Tel#205-482-7907 Fax 334-239-3487	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	022_Catalog-2187028.pdf			
	PAGE 5 IN JUBILEE DECOR CATALOG 2022 The Above Line Item Is Required By: 10/02/23			
1	1000.20.20.4010.4010.2005.0000.0000.44020.			1042.00
	Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607			
007	GREEN POWDER-COATED STEEL BRACKET SET FOR ALTERNATIVE DISPLAYS OF THE REPLICA C-7 BULBS. INCLUDES TWO (2) STEEL 180-DEGREE BRACKETS FOR DISPLAY OF BULBS LYING FLAT, AND ONE (1) 45-DEGREE BRACKET FOR ANGLED BULB DISPLAY. JUBILEE DECOR ITEM NUMBER C-7 5-bulb-bracket-set. ITEM NEEDED BY 9/25/23	1.00 EACH	350.00000	350.00

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 9

Vendor	Ship To
JUBILEE DECOR LLC 406 RIVER FALLS ST SUITE 127 ANDALUSIA, AL 36420 Tel#205-482-7907 Fax 334-239-3487	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes --- https://content.app-sources.com/s/49371480661319933/uploads/Images/Jubilee_2022_Catalog-2187028.pdf PAGE 5 OF JUBILEE DECOR CATALOG 2022 The Above Line Item Is Required By: 10/02/23			
1	1000.20.20.4010.4010.2005.0000.0000.44020. Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607			350.00
008	GREEN HARD-COATED FOAM REPLICA ELECTRICAL PLUG WITH STEEL INSERTS. INCLUDES A 13' LONG CORD, AND UV RESISTANT PAINT ON THE PLUG AND CORD. USED IN CONJUNCTION WITH REPLICA C-7 BULBS IN A HOLIDAY	2.00 EACH	3100.00000	6200.00

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 10

Vendor	Ship To
JUBILEE DECOR LLC 406 RIVER FALLS ST SUITE 127 ANDALUSIA, AL 36420 Tel#205-482-7907 Fax 334-239-3487	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	DECORATION DISPLAY. JUBILEE DECOR ITEM ID: PLUG/CORD-13'. ITEM NEEDED BY 9/25/23 Additional Description Notes --- https://content.app-sources.com/s/49371480661319933/uploads/Images/Jubilee_2022_Catalog-2187028.pdf PAGE 5 OF JUBILEE DECOR 2022 CATALOG The Above Line Item Is Required By: 10/02/23			
1	1000.20.20.4010.4010.2005.0000.0000.44020.			6200.00
	Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607			
009	FREIGHT	1.00 EACH	750.00000	750.00
	Vendor Item			

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
JUBILEE DECOR LLC	PARKS & REC EVENTS DIVISION
406 RIVER FALLS ST	SAINT HOPE WALKER- SOUTH SIDE
SUITE 127	48 N. SAGE AVE
	MOBILE, AL 36607
ANDALUSIA, AL 36420	SAINTHOPE.WALKER@CITYOFMOBILE.ORG
Tel#205-482-7907	Delivery Reference
Fax 334-239-3487	SAINT HOPE WALKER
	Deliver To
	PARKS & REC EVENTS DIVISION
	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 14009			
	The Above Line Item Is Required By:		10/02/23	
1	1000.20.20.4010.4010.2005.0000.0000.44020.			750.00

Ship To
PARKS & REC EVENTS DIVISION
SAINT HOPE WALKER- SOUTH SIDE
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
SAINT HOPE WALKER

Deliver To
PARKS & REC EVENTS DIVISION
SAINT HOPE WALKER- SOUTH SIDE
48 N. SAGE AVE
MOBILE, AL 36607

Requisition Link

Requisition Total 24260.00

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

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.44020.	24260.00	71661.70
SPECIAL EVENTS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Unknown	06/26/23	SANDRA LEWIS	

Bill To	Requisition 00011363-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
JUBILEE DECOR LLC	PARKS & REC EVENTS DIVISION
406 RIVER FALLS ST	SAINT HOPE WALKER- SOUTH SIDE
SUITE 127	48 N. SAGE AVE
	MOBILE, AL 36607
ANDALUSIA, AL 36420	SAINTHOPE.WALKER@CITYOFMOBILE.ORG
Tel#205-482-7907	Delivery Reference
Fax 334-239-3487	SAINT HOPE WALKER
	Deliver To
	PARKS & REC EVENTS DIVISION
	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/23	296063	09/25/23			SPECIAL EVENTS

LN	Description / Account			Qty	Unit Price	Net Price
	Rejected	06/26/23	SANDRA LEWIS	NEED SPECS		
	Rejected	06/27/23	SANDRA LEWIS	NO SPECS DO NOT SEND BACK WITH		
	Unknown	08/05/23	SANDRA LEWIS			
	Approved	08/05/23	DONALD ROSE	Auto approved by: 910518227		
	Approved	08/05/23	SANDRA LEWIS			
	Approved	08/05/23	JOHN PAINE	Auto approved by: 910518227		
	Approved	08/05/23	MICHAEL SPAFFORD	Auto approved by: 910518227		

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kronos Incorporated for annual renewal of Kronos Telestaff workforce management software for MFRD.
General fund.

Amount of Contract:

$24,242.36

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

ATTACHMENTS:

Description	Type	Upload Date
20230809 Kronos Agenda Package POs	Cover Memo	8/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13388	2023	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF KRONOS TELESTAFF WORKFORCE MANAGEMENT SOFTWARE FOR MFRD (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$24,242.36	(294306) KRONOSs INCORPORATED

Adopted:

_____
City Clerk

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	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
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL CONTRACT #1201243 S23-MAY-22 ORIGINAL CONTRACT PER OMNIA/US COMMUNITIES CONTRACT #18220. ATTN: NACHALY VELEZ, KIMBERLY HONOHAN OR ANN MARIE CARLSON INVOICE #12112653			
001	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF CONTACT MANAGER V7. 1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	4533.13000	4533.13
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			4533.13
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
002	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF GLOBAL ENTERPRISE V7. 1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF GATEWAY MANAGER V7.	1.00 EACH	0.00000	0.00

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	1+, 1 LICENSE FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item			
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.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			
004	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF CONTACT MANAGER V7. 1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF SMS MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	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
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF ENTERPRISE V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	19709.23000	19709.23
1	1000.30.15.1510.1522.1510.0000.0000.42200.			19709.23

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF GLOBAL ACCESS V7.1+, 575 LICENSES FOR 1 YEAR,21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	0.00000	0.00
1	1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF GATEWAY V7.1+, 1 LICENSE FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF CONTACT MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	0.00000	0.00
1	1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF SMS MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2023 20-SEP-2024 PER QUOTE DATED 02-JUN-2023 Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 24242.36

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42200.		
	24242.36	1080209.27
FIRE SUPPRESSION DIV EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Rejected	08/09/23	ANNE FOLEY	MATCH THE INVOICE
Approved	08/09/23	DONALD ROSE	Auto approved by: 9105fola
Approved	08/09/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/09/23	JOHN PAINE	Auto approved by: 9105fola
Approved	08/09/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	08/09/23	ANNE FOLEY	

Bill To	Requisition 00013388-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/23	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

UKG

Workforce Management & Human Capital Management Solutions

Labor is the costliest and most controllable expense for an organization. Many transactional aspects of managing the workforce are a great start for increased efficiency. UKG provides automation to highly repetitive processes including time & attendance, absence management, and scheduling that any workforce can benefit from.

Click Your Industry

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Available through OMNIA Partners, UKG offers human capital management and workforce management solutions to participating public sector agencies.

- **Workforce Management Systems and Related Products, Services and Solutions**
  Cobb County, GA | 18220 and 18221

VIEW CONTRACT DOCUMENTATION

CONTACT US

UKG

OMNIA PARTNERS

OMNIA Partners

Public Sector Government Purchasing Alliance

A better way to purchase technology

With tight budgets and under increased scrutiny, your organization needs to do all it can to reduce labor costs and improve productivity. Workforce management is an effective way, but going out to bid for a technology solution can be a time-consuming process that may force you to settle for the lowest-priced offering. Or worse, the idea of an RFP may force you to forgo the project entirely.

With OMNIA Partners, there's no cost to participate, no cost to register, no commitments, and no minimum orders.

Does this contract satisfy my procurement process?

All agreements offered through OMNIA Partners have been awarded via a thorough request for proposal (RFP) competitive solicitation by a public agency/governmental entity. The lead agencies that currently solicit and award cooperative contracts are considered the most elite procurement teams in the nation.

Can I see copies of all the bidding documents?

All documents related to the solicitation process can be found online at https://www.omniapartners.com/publicsector/suppliers/ukg.

Is the pricing competitive?

The pricing available via OMNIA Partners is the best available pricing for participating public agencies.

Accelerated timeline

Proven track record

Cost-saving benefits

Key Benefits

Gain access to solutions that meet the needs of organizations of all sizes

Choose a vendor with a proven track record in the public sector

Take advantage of competitive pricing through open solicitation

Eliminate the need for RFPs and accelerate the procurement process

Save taxpayer money — no fees to register

Lead Agency: Cobb County, GA
Contract Numbers: 18220, 18221

UKG Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA 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, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA 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.

Workforce Management Systems and Related Products, Services and Solutions

Cobb County, GA

Contract Number: 18220 and 18221

Awarded to: Kronos Incorporated #18220 and Kronos SaasShr, Inc. #18221

March 18, 2019 through March 17, 2022
Option to renew for three (3) additional one-year periods through March 17, 2025
RENEWED THROUGH March 17, 2024

Executive Summary

- Executive Summary
- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract #18220
- Official Signed Contract #18221

- Contract Award Documents
- Contract Amendment 1 - #18220
- Contract Amendment 2 - #18220
- Contract Amendment 3 - #18220
- Contract Amendment 1 - #18221
- Contract Amendment 2 - #18221
- Contract Amendment 3 - #18221
- Contract Amendment 4 - #18221
- Contract Renewal
- Disclosure of Investment Activities in Iran Russia Belarus

Response Evaluation

- Supplier Response to RFP
- Evaluation Summary

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- Proof of Publication
- PreProposal Sign Sheet
- RFP Response Receipt List

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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Government
Nonprofit
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Real Estate

SOLUTIONS

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Data & Spend Analytics
Industry Experts

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from 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.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual renewal of maintenance services for MIT data center Vertiv Liebert UPS cooling system. General fund.

Amount of Contract:

$15,588.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230809 Vertiv Agenda Package POs	Cover Memo	8/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13493	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MAINTENANCE SERVICES FOR MIT DATA CENTER VERTIV LIEBERT UPS COOLING SYSTEM (SOLE SOURCE/PRICE QUOTE)	$15,588.00	(295869) VERTIV CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00013493-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE #CPQ-534022. THIS IS FOR CITY OF MOBILE 8080 AIRPORT BLVD MOBILE, AL 36608			
	CONTACT: GREG HOLLIDAY GHOLLIDAY@CITYOF MOBILE.ORG.			
001	1608751 DELUXE CW CW038UCSA39568A 4 ESSENTIAL (08/01/2023) - (07/31/2024)	1.00 EACH	3984.34000	3984.34
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			3984.34
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	1609231 DS AIR VS028DSA0EI570A 4 ESSENTIAL (08/01/2023) - (07/31/2024)	1.00 EACH	5610.44000	5610.44

Bill To	Requisition 00013493-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5610.44
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	1554889 NX 20-30 INTBAT 38SB020C0CHX 2 ESSENTIAL (08/01/2023) - (07/31/2024	1.00 EACH	5993.22000	5993.22
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5993.22
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT			

Bill To	Requisition 00013493-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 15588.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	15588.00	350362.28
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	08/03/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	08/03/23	SCOTT KEARNEY	
Approved	08/03/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	08/09/23	DONALD ROSE	Approved by: 9105fola
Approved	08/09/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/09/23	JOHN PAINE	Auto approved by: 910516727
Approved	08/09/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the construction services for the installation of the cathodic protection system for bulkheads at the GulfQuest Maritime Museum and the Cruise Terminal

Amount of Contract:

$64,000.00

Funding Source

Project # Construction Phase Services for Cathodic Protection for Bulkheads - Mobile, Alabama Cruise Terminal	**Discretionary Funds**
Project String C0762 Cruise Terminal Cathodic Protection (20002000-42200)	**Contract Number:**4574
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CT-018b-21 Construction Phase Services for Cathodic Protection for Bulkheads - Mobile, Alabama Cruise Terminal & GulfQuest Maritime Museum	Cover Memo	8/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/9/2023 - 9:24 AM

Capital	Hollins, Tiffany	Approved	8/9/2023 - 1:19 PM
Legal	Kern, Chris	Approved	8/9/2023 - 1:31 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:07 PM

RESOLUTION

2023

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

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

Name of Company:	BARTER & ASSOCIATES, INC.
Project Name:	CITY OF MOBILE, ALABAMA – CONSTRUCTION PHASE SERVICES FOR THE CATHODIC PROTECTION SYSTEM OF BULKHEADS AT THE MOBILE, ALABAMA CRUISE TERMINAL & GULFQUEST MARITIME MUSEUM
Project Number:	CT-018b-21
Amount:	$64,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CRUISE TERMINAL CATHODIC PROTECTION

CAPITAL PROJECT #: C0762 (20002000-42200)

CONTRACT AMOUNT: $64,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-018b-21

PROJECT DESCRIPTION: FOR THE CONSTRUCTION PHASE SERVICES DURING THE INSTALLATION OF THE CATHODIC PROTECTION SYSTEM FOR BULKHEADS AT THE GULFQUEST MARITIME MUSEUM AND THE CITY OF MOBILE, ALABAMA CRUISE TERMINAL (155 + 201 SOUTH WATER STREET).

VENDOR NAME: BARTER & ASSOCIATES, INC.

VENDOR NUMBER: 21377

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 8/07/2023

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

Barter & Associates, Inc., Structural Engineers
1614 Government Street
Mobile, Alabama 36604-1102
(251) 473-8354

City of Mobile Business License No.: 041260
Secretary of State Registration No.: 000-146-563

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

City of Mobile, Alabama
Construction Phase Services for the Cruise Terminal & Gulf Quest Maritime Museum
Cathodic Protection for Bulkheads
155 & 201 South Water Street
Mobile, Alabama 36602
CT-018b-21

The Owner and Engineer agree as follows.

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

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

Init.
/
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User Notes:
(1331908942)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ENGINEER'S RESPONSIBILITIES

3 SCOPE OF ENGINEER'S BASIC SERVICES

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5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Engineering Services for: Construction Phase Services for the City of Mobile, Alabama Cathodic Protection for Bulkheads, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construction Contract Administration services for the City of Mobile, Alabama Cathodic Protection for Bulkheads.

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

N/A Design and Bidding is complete under City of Mobile Contract #3804; this contract is for Construction Contract Administration of the Work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The Construction Contract Amount is $1,697,046.00

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

.1 Design phase milestone dates, if any:

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N/A Design and Bidding is complete; this contract is for Construction Services

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

Construction Contract completion is two hundred ten (210) calendar days after NTP.

.4 Other milestone dates:

N/A

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

The project has already been Competitively Bid under City of Mobile Contract #3804.

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

N/A

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

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

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

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

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Engineer's Fee Proposal, Exhibit A: "COM – CT-018b-21 Mobile Alabama Cruise Terminal & GulfQuest Maritime Museum Cathodic Protection Construction Phase Services", dated April 25, 2023.
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)
N/A

§ 1.1.10 The Engineer identifies the following representative in accordance with Section 2.3:

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(List name, address, and other contact information.)

Marc S. Barter, SE, PE, SECB
Barter & Associates, Inc.
1614 Government Street
Mobile, Alabama 36604-1102
(251) 473-8354
Email: mbarter@barterse.com

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

.1 Cathodic Protection Engineer:

APTIM
3600 Springhill Business Park, Suite #200
Mobile, Alabama 36608-1212

.2 Electrical Engineer:

Dell Consulting LLC
813 Downtowner Boulevard
Mobile, Alabama 36609

(Paragraphs deleted)
§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

Project CT-018b-21 Construction Contract Documents, prepared by Barter & Associates, Inc., City of Mobile Contract #3804

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

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

(Paragraphs deleted)
ARTICLE 2 ENGINEER'S RESPONSIBILITIES
§ 2.1 The Engineer shall provide professional services as set forth in this Agreement. The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for

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the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Engineer or Owner.

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

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

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

.1 **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 **Comprehensive General Liability Insurance:**

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. **Automobile Liability Insurance:**

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

4. **Excess/Umbrella Liability Insurance**

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

5. **Professional Liability Insurance:**

.1 $2,000,000 annual aggregate

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

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or Owner. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

§ 3.2 Schematic Design Phase Services: N/A, previously provided under City of Mobile Contract # 3804

(Paragraphs deleted)
§ 3.3 Design Development Phase Services: N/A, previously provided under City of Mobile Contract # 3804

(Paragraphs deleted)
§ 3.4 Construction Documents Phase Services: N/A, previously provided under City of Mobile Contract # 3804

(Paragraphs deleted)
§ 3.5 Procurement Phase Services: N/A, previously provided under City of Mobile Contract # 3804

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

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

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

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

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

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

§ 3.6.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted

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to the Engineer. The Engineer's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Engineer shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Engineer's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services: N/A

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

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§ 4.2 Engineer's Additional Services

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

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

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

(Paragraph deleted)

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

(Paragraph deleted)

Engineer

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

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

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

- **.1** Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- **.2** Twenty-Four (24) visits to the site by the Engineer during construction, as required based on progress of the work;
- **.3** Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- **.4** One (1) inspections for any portion of the Work to determine final completion;
- **.5** Conduct progress meetings with Contractor, Consultants and the Owner, including the Engineer's during Construction Phase.

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

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§ 4.2.5 If the services covered by this Agreement have not been completed within nine (9) months of the date of this Agreement, through no fault of the Engineer, extension of the Engineer's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Engineer's Instruments of Service. This

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provision does not release the Engineer from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

§ 6.4 N/A

§ 6.5 N/A

§ 6.6
(Paragraphs deleted)
N/A

§ 6.7 N/A

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ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

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

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's 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

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any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Engineer all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Engineer the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:
$0.00

.2 Licensing Fee if the Owner intends to continue using the Engineer's Instruments of Service:
N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Engineer by the Owner prior to the assignment.

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

$64,000.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

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

N/A

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

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

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

§ 11.5 Compensation shall be per Exhibit A: "COM – CT-018b-21 Mobile Alabama Cruise Terminal & GulfQuest Maritime Museum Cathodic Protection Construction Phase Services", dated April 25, 2023.
(Table deleted)

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§ 11.6 N/A

§ 11.6.1 N/A

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

See Exhibit A: "COM – CT-018b-21 Mobile Alabama Cruise Terminal & GulfQuest Maritime Museum Cathodic Protection Construction Phase Services", dated April 25, 2023.
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Engineer and the Engineer's consultants directly related to the Project, as follows:
(Paragraphs deleted)
N/A

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

§ 11.9
(Paragraphs deleted)
N/A

§ 11.10 Payments to the Engineer
§ 11.10.1 Initial Payments
§ 11.10.1.1 N/A
§ 11.10.1.2 N/A

§ 11.10.2 Progress Payments
§ 11.10.2.1
(Paragraphs deleted)
Payments for services shall be made in equal monthly installments of $8,000.00 as per Exhibit A: "COM – CT-018b-21 Mobile Alabama Cruise Terminal & GulfQuest Maritime Museum Cathodic Protection Construction Phase Services", dated April 25, 2023. Payments for Additional Services per Section 11.3, if any, shall be invoiced in the month after approval of the Additional Services.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Engineer and the Engineer's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement
- a. Proposal for Construction Phase Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Engineer's Certificate of Insurance with Endorsements
- d. Engineer's E-Verify Documentation

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
N/A

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

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

N/A

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable

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

Owner: City of Mobile

OWNER *(Signature)*

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

Consultant: Barter & Associates, Inc.

ENGINEER *(Signature)*

Marc S. Barter, P.E., S.E., SECB President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Marc S. Barter, P.E., S.E., SECB as President of Barter & Associates, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 27th day of June, 2023.

NOTARY PUBLIC
My Commission Expires: 9/18/2023

STATE OF ALABAMA NOTARY PUBLIC
CYNTHIA H. KELLY
My Commission Expires
September 18, 2023

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User Notes:
(1331908942)

EXHIBIT A
SCOPE OF WORK

Construction Phase Services for

CATHODIC PROTECTION FOR BULKHEADS

Gulf Quest Maritime Museum and City of Mobile Alabama Cruise Terminal

Project #CT-018b-21

The Work of this contract consists of construction phase services for the cathodic protection system along the City of Mobile's river berth. (From the North end of Gulf Quest to the South end of the Cruise Terminal.) The existing sheet piling bulkhead/concrete relieving platform is in poor condition as the coating on the sheet piling is not longer present, and the concrete of the relieving platform has been cracked from age, stress, and collisions with runaway vessels. The installation of a cathodic protection system will provide protection from further ongoing deterioration.

Construction Phase Services consists of the administration of the Construction Contract between the Contractor and the City. Services include evaluations of the Work, reviewing payment applications for the Work, reviewing submittals for the Work, managing changes to the Work, and handling the closeout of the Work.

Cathodic protection is one of the most effective methods for preventing corrosion on a metal surface. Cathodic protection is commonly used to protect numerous structures against corrosion, such as ships, offshore floaters, subsea equipment, harbours, pipelines, tanks; basically all submerged or buried metal structures. Cathodic protection also can prevent stress corrosion cracking of reinforcing steel and fasteners in concrete, thus protecting the concrete structure.

END OF SCOPE OF WORK

BARTER & ASSOCIATES, INC.
Structural Engineers

April 25, 2023

Ms. Cindy Klotz
Architectural Engineering Department
City of Mobile
205 Government Street, Room 558
Mobile, AL 36602

RE: COM -CT-0118b-21 Mobile Alabama Cruise Terminal & Gulf Quest Maritime Museum
Cathodic Protection Construction Phase Services

Dear Cindy:

We are pleased to provide the following proposal for construction phase services during the installation of the cathodic protection system for the Cruise Terminal and Gulfquest Museum dock wall. Our proposed services include the monitoring of the construction for general adherence to the contract documents, review of construction submittals required by the technical specifications, attendance at monthly progress meetings and periodic site visits (maximum of 24) during construction by personnel responsible for the design.

In addition to our office, the consultant for the cathodic protection system along with the electrical engineering consultant will also participate in furnishing the services described above for their respective areas of work. These services exclude redesign due to contractor error, value engineering, and site visits in excess of one per week during construction. This proposal covers our services for a maximum construction time of 7 months. Should the construction contract extend beyond 8 months our services will be billed as additional services to the contract and invoiced in accordance to the attached fee schedule.

In order to meet the City's requirements for insurance, we were required to purchase USL&H workman's compensation insurance. The policy is for 12 months, which should be adequate time to cover the construction phase of the project assuming construction starts no later than August 1, 2023. Should the project extend past the 12-month coverage period, additional compensation will be required to cover the cost of the renewal policy.

For the scope of services described above, we propose a lump sum fee of $64,000 payable monthly during construction.in the amount of $8,000 per month. The first invoice will be due and payable 30 days following the notice to proceed to the contractor.

Not included in this proposal are time for meetings beyond a preconstruction meeting at the site and monthly owner/contractor meetings during construction. We have not included fees for redesign due to contractor error, value engineering, or redesign due to owner changes or

unforeseen conditions. These services, if requested or necessary, will be invoiced on an hourly basis in accordance with the attached fee schedule.

This proposal is good for a period of 60 days. If the proposal is not accepted and a contract executed within that time period, the proposal is subject to withdrawal and revision.

As always, we appreciate the opportunity to assist the City of Mobile. If you have any questions regarding this proposal, please contact me.

Sincerely,

Marc S. Barter, P.E., S.E., SECB

BARTER & ASSOCIATES, INC.
Structural Engineers

2023 FEE SCHEDULE

Principal	$235.00/hr.
Sr. Project Manager	$185.00/hr.
Sr. Design Engineer P.E.	$170.00/hr.
Design Engineer P.E.	$145.00/hr.
Senior Engineer Inspector	$122.00/hr.
Engineer	$122.00/hr.
Engineer Technician	$ 110.00/hr.
CAD Draftsman II	$ 95.00/hr.
Clerical	$ 80.00/hr.

Expenses

Subcontract Consulting Services	Cost + 10%
Reproduction Expenses	Cost + 10%
Long Distance Telephone	Cost + 10%
Travel Expenses	Cost + 10%
Postage/Shipping	Cost + 10%
Digital Photographs	3.00/sheet
Automobile Expense	$ .60/mile

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# CT-018b-21 Current Date 7 / 13 / 23

Project Description Construction Phase Services for Cathodic Protection

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.

A previous waiver for the design portion of this project is attached

We request a new waiver for the same consultant team to perform construction phase services for the construction.

Contract Amount is $64,000.00

Cassie Boatwright, Director REAM
Requested By (Department Director)

(Signature) Director, REAM (Title) 7/13/23 (Date)

251-421-6309
Telephone Number

boatwright@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) August 4, 2023 (Date)

Approved By (CAO)

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# CT-018b-21 Current Date 4 /4 /21

Project Description Cruise Terminal and Gulf Quest - Cathodic Protection for Bulkheads

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 consulting contract is a continuation of the CT-018-21 CT and GC Dock Improvement Project. That project was headed by a local structural engineer (Barter & Assoc), who provided underwater and waterline investigation and assessment of the structural condition of the bulkheads and relieving platforms. This current consulting contract, CT-018b-21, headed by that same engineering firm, will head a team who will provide a cathodic protection system design.
- Cathodic protection is a technique used to control the corrosion of metal surfaces by making it the cathodic side of an electrochemical cell. B&A has retained a NACE accredited corrosion control specialist (Allied Corrosion Industries, Inc) who will be responsible for the design of the cathodic protection system. There are no DBE NACE accredited corrosion control designers listed on the COM Directory of DBE Vendors.
- The cathodic protection system will be the bulk of the design. To power the cathodic protection design with the landside electrical systems, Barter has retained the electrical engineering firm who is headed by the same engineer who designed the 2008 Cruise Terminal and electrical design since then; he also designed the electrical systems at Gulf Quest.
- Barter Associates will provide structural information to the cathodic protection designer and provide structural details of physical attachments that will anchor the cathodic protection system against the force of the Mobile River current.

Cassie Boatwright
Requested By (Department Director)

C Boatwright — REAM Director — 4/4/22
(Signature) **(Title)** **(Date)**

251-421-6309 — boatwright@cityofmobile.org
Telephone Number **Email Address**

Archnique Kidd, Spplier Diversity Manager
Reviewed By (Office of Supplier Diversity)

Archnique Kidd — Supplier Diversity Manager — 4/7/2022
(Signature) **(Title)** **(Date)**

Approved By (CAO)

Alabama Secretary of State

Barter & Associates, Inc.	
Entity ID Number	000 - 146 - 563
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	12/05/1991
Registered Agent Name	BARTER, MARC S
Registered Office Street Address	1614 GOVERNMENT ST MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	CONSULTING ENGINEERING BUSINESS
Capital Authorized	$25,000
Capital Paid In	$1,00
Incorporators	
Incorporator Name	BARTER, MARC S
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2019 2020 2021 2022
Scanned Documents	
Document Date / Type / Pages	12/05/1991 Certificate of Formation 5 pgs.

New Search

E-Verify

Company ID Number: 468942
Client Company ID Number: 567539

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Barter & Associates, Inc.

Marc S. Barter Name (Please Type or Print)	President Title
Signature	06/11/2012 Date

E-Verify Employer Agent Alabama Department of Homeland Security

Sherry Galbreath Name (Please Type or Print)	Title
Electronically Signed Signature	06/08/2012 Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Barter & Associates, Inc.

E-Verify

Company ID Number: 468942
Client Company ID Number: 567539

Company Facility Address: 1614 Government St.
Mobile, AL 36604

County or Parish: MOBILE

Employer Identification Number: 631056567

North American Industry Classification Systems Code: 551

Administrator:

Number of Employees: 1 to 4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/27/2023

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

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

PRODUCER
MEDALLION INSURANCE SERVICES
PO Box 79089
Charlotte NC 28271

CONTACT NAME: Phyllis Constantino
PHONE (A/C, No, Ext): (704) 256-6000 FAX (A/C, No): (704) 256-6001
E-MAIL ADDRESS: phyllis@medallioninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Insurance Underwriters	19917
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Barter & Associates, Inc.
1614 Government Street
Mobile AL 36604

COVERAGES **CERTIFICATE NUMBER:** CL233109385 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY CLAIMS-MADE			AEXNYABFTCG005	03/01/2023	03/01/2024	EACH 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)

Project Name: City of Mobile, Alabama Cruise Terminal & Gulf Quest Maritime Museum – Cathodic Protection for Bulkheads
Project Number: CT-018b-21

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bryan Nichols

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2023

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
115 S. University Blvd
2514500061 AL 36608

CONTACT NAME: Carol Booth
PHONE (A/C, No, Ext): 251-450-0061 **FAX (A/C, No):** 251-450-0624
E-MAIL ADDRESS: Cbooth@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Frankenmuth Mutual Insurance Company	13986
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BART&AS-01
Barter & Associates, Inc.
1614 Government St
Mobile AL 36604-1102

COVERAGES **CERTIFICATE NUMBER:** 1117124388 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6655774	3/6/2023	3/6/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6655774	3/6/2023	3/6/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	6655775	3/6/2023	3/6/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	6715162	3/6/2023	3/6/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
Waiver of Subrogation is issued as respects to Workers Compensation as required by written contract.
Coverage for the Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.
Project:City of Mobile, Alabama Cruise Terminal & Gulf Quest Maritime MuseumCathodic Protection for Bulkheads. Project Number: CT-018b-21
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BART&AS-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Barter & Associates, Inc. 1614 Government St Mobile AL 36604-1102
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

Endorsements 18203 & 09876 are attached. 30 days notice of cancellation, non renewal or material change shall apply except 10 days for non-payment.Benefits for Benefits for WC Coverage are limited to the provisions of the AL WC Law

ACORD 101 (2008/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (INCLUDING PRODUCTS-COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) for whom you are performing operations or have performed operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured

b. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. Any person(s) or organization(s) for whom you are performing operations or have performed operations that is an additional insured on a specifically named endorsement attached to this policy.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

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Commercial Liability Plus

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

COVERAGE

1. Additional Insured Broad Form Vendors
2. Amendment of General Aggregate
3. Borrowed Equipment
4. Duties in the Event of Occurrence, Claim or Suit
5. Damage to Premises Rented to You
6. Health Care Services
7. Medical Payments
8. Mobile Equipment
9. Non-Owned Watercraft
10. Product Recall
11. Supplementary Payments
12. Transfer of Rights of Recovery Against Others To Us
13. Voluntary Property Damage
14. Water Damage Legal Liability

This endorsement is subject to the provisions of SECTION II -- LIABILITY, except as described below:

1. **Additional Insured Broad Form Vendors**

   Under Paragraph C., **Who Is An Insured,** the following is added:

   a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

   b. The insurance afforded the vendor does not apply to:

      (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

      (2) Any express warranty unauthorized by you;

      (3) Any physical or chemical change in the product made intentionally by the vendor;

      (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

      (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

      (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

      (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient in any thing or substance by or for the vendor.

   c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. **Amendment -- Aggregate Limits of Insurance**

   a. The Aggregate Limits under Paragraph D.4., apply separately to each of your:

      (1) Projects away from premises owned by or rented to you; and

      (2) "Locations" owned by or rented to you.

      "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. **Borrowed Equipment**

   a. Exclusion B.1.k. is amended as follows:

      Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

   b. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

4. **Duties in the Event of Occurrence, Offense, Claim or Suit**

   a. The requirement in Paragraph E.2.a. that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership; or

      (3) An executive officer or insurance manager, if you are a corporation.

   b. The requirement in Paragraph E.2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership; or

      (3) An executive officer or insurance manager, if you are a corporation.

5. **Damage to Premises Rented to You**

   a. The word "fire" is amended to "fire, lightning or explosion" where it appears in Paragraph D.3.

   b. The last paragraph of B.1., Exclusions Applicable To Business Liability Coverage is replaced by the following:

      Exclusions a., d., e., f., g., h., i., k., l., m., n. and o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented to You Limit of Insurance applies to this coverage as described in Paragraph D. Liability and Medical Expenses Limit of Insurance in Section II -- Liability.

   c. The Damage to Premises Rented to You limit of insurance is the higher of:

      (1) $500,000; or

      (2) The amount shown in the Declarations for Damage to Premises Rented to You.

   This provision 5. does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Businessowners Coverage Form or by endorsement.

6. **Health Care Services**

   a. The definition of "bodily injury" in Paragraph F. is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

   b. Paragraph 2.a.(1)(d) of WHO IS AN INURED does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.

   c. Paragraph B.1.e.(1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

   d. This provision 6. does not apply if you are engaged in the business or occupation of providing any services referred to in a. above.

7. **Medical Payments**

   a. In Paragraph A.2.a.(3)(b), "one year" is changed to "three years."

b. The Medical Expense Limit in Paragraph D.2. is replaced by a new Medical Expense Limit, which will be subject to all the terms of LIMITS OF INSURANCE. The new Medical Expense Limit is an additional $5,000 in excess of Medical Expense Limit provided by the Coverage Part.

c. This provision 7. does not apply if MEDICAL PAYMENTS is excluded either by the provisions of the Businessowners Coverage Form or by endorsement.

d. This provision 7. applies in excess of any other valid and collectible insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

8. **Mobile Equipment**

Under the DEFINITIONS section, Paragraph f.(1)(a), (b) and (c) of **Mobile Equipment** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

9. **Non-Owned Watercraft**

a. This provision 9. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.

b. This provision 9. does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision 9. does not provide any insurance.

10. **Product Recall**

a. **Coverage**

(1) We will pay for "product recall expense" which you incur as a result of an "incident".

(2) The amount that we will pay for "product recall expense" is limited as described under Limit of Insurance below.

b. **Exclusions**

This insurance does not apply to "product recall expense" incurred as a result of:

(1) A retail or service operation.

(2) Any condition likely to cause a loss known by you, or which should have been known by you, to exist prior to the effective date of this coverage.

(3) Any product or batch of products known to be defective.

(4) Any product distributed after the determination that a recall was necessary for that product.

(5) The failure of any product to accomplish its intended purpose.

(6) Any breach of warranty.

(7) The recall of any product solely because the product exceeded its shelf life or became obsolete.

(8) "Tampering" by, or with the prior knowledge of, you or any of your owners, partners, directors or officers.

(9) Any product with no known or suspected defect that is recalled because of a known or suspected defect in another product.

(10) Any redistribution or replacement of a recalled product by a like or substitute product.

(11) An "incident":

(a) Arising out of an organization you newly acquire or form; and

(b) That occurred before you acquired or formed the organization.

c. **Deductible**

We will not pay for "product recall expense" in any one "incident" until the amount of "product recall expense" exceeds the deductible amount of $500. We will then pay the amount of "product recall expense" in excess of the deductible up to the Limit of Insurance.

d. **Participation Percentage**

You agree to participate in the payment of "product recall expense" which exceeds the deductible amount by a Participation Percentage of 20 percent.

e. **Limit of Insurance**

The most we will pay under this Additional Coverage after the application of the Participation Percentage and regardless of the number of "incidents" is $50,000.

f. **Conditions**

(1) **Duties in the Event of an "Incident"**

When an "incident" has occurred or you become aware of circumstances that may result in an "incident" you must:

(a) Notify us promptly in writing;

(b) Cease the shipping, distribution or release of any of "your product" that may be defective until it has been determined that such products are free from any defect that may cause a loss under this coverage;

(c) Cooperate with us in the investigation and settlement of the claim;

(d) As often as may be reasonably required, permit us to inspect any of "your product" claimed to be defective and take samples for testing and analysis;

(e) Permit us to view your books and records for the purpose of determining the extent of the loss.

(2) **Abandonment**

There can be no abandonment of property to us.

g. **Definitions**

(1) "Incident" means a determination during the policy period by you or by a governmental authority that the use or consumption of "your product" could result in "bodily injury" or "property damage" which necessitates the recovery of possession or control of "your product" from any distributor, purchaser or user, or the destruction of such products.

For the purposes of this definition a determination has occurred when a governmental authority has requested you to conduct a recall or you have publicly announced your intention to conduct a recall.

(2) "Product recall expense" means the reasonable and necessary costs incurred by you for the recall of "your product" consisting of any of the following:

(a) Postage, printing, telephone communication charges, or the cost of radio, television or newspaper advertisements to announce the recall or to give instructions to consumers or distributors regarding the necessary return or destruction of any recalled product;

(b) The cost of shipping "your product" from any purchaser, distributor or user to the place or places designated by you including reasonable charges made by the purchaser, distributor or user for their actual expenses associated with preparing the shipment;

(c) Wages paid to your temporary employees;

(d) Wages paid to your regular employees, other than your salaried employees, for overtime work;

(e) Travel expenses incurred by you or your employees;

(f) Rental and utility expenses incurred by you for temporary storage facilities;

(g) The actual cost of disposal of "your product", but only to the extent that specific methods of destruction or disposal other than those usually employed for trash disposal are required to avoid "bodily injury" to any person or "property damage" to the property of others;

(h) Reasonable charges made to you by the purchaser, distributor, or user of "your product" for their actual expenses of preparing "your product";

but only when such costs or expenses are incurred exclusively for the purpose of, or as a direct result of, the recall of "your product".

(3) "Tampering" means an actual or alleged, intentional, malicious and wrongful alteration or contamination of "your product" which renders it unfit or dangerous for use or consumption or conveys that impression to the public.

(4) "Your product" means:

(a) Any goods or products other than real property, manufactured, sold, handled, or distributed by:

(i) You;

(ii) Others trading under your name; or

(iii) A person or organization whose business or assets you have acquired; and

(b) Containers (other than vehicles), materials, parts or equipment furnished in conjunction with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

h. Paragraph B.1.o. does not apply to the coverage provided by this endorsement.

11. **Supplementary Payments**

Paragraph A.1.f. is amended as follows:

a. The limit for the cost of bail bonds is amended from $250 to $2,500; and

b. The limit for loss of earnings is changed from $250 a day to $500 a day.

12. **Transfer of Rights of Recovery Against Others To Us**

Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" when you have assumed liability for such injury or damage under an "insured contract".

13. **Voluntary Property Damage**

a. Exclusion k.(4) does not apply to personal property of others in your care, custody or control on which you are performing operations, provided that the "occurrence" takes place away from property you own, rent or occupy.

b. Exclusions k.(5) and k.(6) do not apply to the first $5,000 of "property damage" for each "occurrence" provided that the "occurrence" takes place away from property you own, rent or occupy.

c. We will pay at the request of the named insured, for loss or damage to the property of others covered in the above extension subject to a limit of $5,000 for each "occurrence" and a $250 deductible for each claim. If we so request, the named insured shall replace the damaged property or furnish the labor and materials necessary for repairs at actual cost to the insured, excluding profit or overhead charges.

d. The Limit of Liability stated in the Declarations for Liability and Medical Payments DOES NOT APPLY to the Voluntary Property Damage coverage provided in this provision 13.

e. The Limit of Liability applicable to this Voluntary Property Damage provision 13. is as follows:

Limit of Liability:

$5,000 Each "Occurrence"

$10,000 Aggregate

"Aggregate limit", as used in this provision 13., refers to the total limit of liability for any annual policy period, regardless of the number of "occurrences", insureds, claims made, or "suits" brought during that annual policy period.

14. **Water Damage Legal Liability**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for all "property damage" arising out of any one "occurrence" is $50.000.

b. Coverage for Water Damage Legal Liability does not apply to:

(1) "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

(2) "Property damage" caused by or resulting from any of the following:

(a) Wear and tear;

(b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(c) Smog or smoke;

(d) Settling, cracking, shrinking or expansion;

(e) Insects, birds, rodents or other animals; or

(f) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

(3) "Property damage" caused directly or indirectly by any of the following:

(a) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;

(b) Volcanic eruption, explosion or effusion;

(c) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(d) Mudslide or mudflow;

(e) Water that backs up or overflows or is otherwise discharged from a sewer or drain, sump, sump pump or related equipment; or

(f) Water under the ground surface pressing on, or flowing or seeping through:

(i) Foundations, walls, floors or paved surfaces;

(ii) Basements, whether paved or not; or

(iii) Doors, windows or other openings.

(4) "Property damage" caused by or resulting from any of the following:

(a) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:

(i) You make a reasonable effort to maintain heat in the building or structure; or

(ii) You drain the equipment and shut off the water supply if the heat is not maintained.

(5) "Property damage" to:

(a) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(b) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

BUSINESSOWNERS
BP 14 88 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **H. Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

SCHEDULE

Name and Address Of Designated Person Or Organization:
City of Mobile PO Box 1827 Mobile, AL 36633-1827
Number of Days' Notice: 30 Days

If we cancel or nonrenew this policy for any statutorily permitted reason, other than nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

If we cancel this policy for nonpayment of premium, the number of days' advance notice provided to the person or organization shown in the Schedule will be as required by law.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
City of Mobile

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Schedule

Name and Address of Person(s) or Organization(s)	**Number of Days' Notice**
City of Mobile PO Box 1827 Mobile, AL 36633-1827	30

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization with whom the insured agrees
to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2023

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
115 S. University Blvd
Mobile AL 36608

License#: 2081754
BART&AS-01

CONTACT NAME: Carol Booth
PHONE (A/C, No, Ext): 251-445-0735 FAX (A/C, No):
E-MAIL ADDRESS: CBooth@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Longshore Mutual Asso. Ltd	43117
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Barter & Associates, Inc.
1614 Government St
Mobile AL 36604-1102

COVERAGES **CERTIFICATE NUMBER:** 1401434932 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	U.S. Longshore & Harbor WC		Y	INCD-052223-042513-01	6/1/2023	6/1/2024	Each Accident Each Employee Disease Policy Limit	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: GulfQuest Mobile, Alabama Cruise Terminal Dock Improvements Project Number: CT-018-21

Waiver of subrogation in favor of City of Mobile.
30 days' notice of cancellation, non renewal or material change shall apply except 10 days for non-Payment.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BLANKET WAIVER OF SUBROGATION ENDORSEMENT

This endorsement, effective 12:01 a.m. 06-01-2023, forms part of Certificate No. INCD-052223-042513-01 issued to Barter & Associates, Inc., by the American Longshore Mutual Association, Ltd. ("Association").

The Association waives its rights of subrogation against other individuals, firms, organizations or corporations but only when required by written contract and only to the extent required by that contract. This waiver shall apply only in respect to the specific contract existing between the Member and such other individual, firm, organization or corporation and shall not be construed to be a waiver in respect of other operations of such individual, firm, organization or corporation in which the Member has no contractual interest.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of this Coverage Agreement, except as hereinabove set forth.

ALMAws (02/02)

Endorsement #CVG2023-01

BLANKET ALTERNATE EMPLOYER ENDORSEMENT

This endorsement, effective 12:01 a.m. 06-01-2023, forms part of Certificate No.

INCD-052223-042513-01 issued to Barter & Associates, Inc., by the American Longshore Mutual Association, Ltd. ("Association").

This Endorsement applies only with respect to bodily injury to the Member's employees while in the course of special or temporary employment by the Alternate Employer named in the schedule. Coverage will apply as though the Alternate Employer is insured hereunder.

Under Section II of the Coverage Agreement, Federal Acts Coverage, the Association will reimburse the Alternate Employer for the benefits required by the United States Longshore & Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Section 901 et seq if the Association is not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this Endorsement is not intended to satisfy the Alternate Employer's duty to secure its obligations under the United States Longshore & Harbor Workers' Compensation Act, U.S. Code (1946) Title 33, Sections 901 et seq. The Association will not file evidence of this insurance on behalf of the Alternate Employer with any government agency.

The Association will not ask any other insurer of the Alternate Employer to share with us a loss covered by this Endorsement.

Contributions will be collected under the Coverage Agreement for the Member's employees while in the course of special or temporary employment by the Alternate Employer.

SCHEDULE OF ALTERNATE EMPLOYERS

As Required By Written Contract Between The Member and Such Alternate Employer

ADDITIONAL CONDITIONS

1. Such written contract obligating the Member to name any person or organization as an Alternate Employer(s) hereunder must have been fully executed prior to an occurrence of a loss.

2. It shall be a condition of this insurance that the Alternate Employer(s) shall, upon the happening of an occurrence or event which gives rise to or may give rise to a claim under this Coverage Agreement by such Alternate Employer(s), immediately write to the

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of this Coverage Agreement, except as hereinabove set forth.

Form No. ALMAalt (Ed. 05/15)

Association giving notice of the said occurrence or event, disclosing all material information to the Association and cooperating with the Association as if it were the Member.

3. The extent of coverage and the limits of liability stated in the written contract between the Member and such Alternate Employer(s) shall not increase the Association's limits of liability stated in the Certificate of Membership nor will it serve to increase the extent of coverage stated in this Coverage Agreement.

4. The adding of Alternate Employer(s) under this Coverage Agreement shall not operate to increase the Association's liability.

DocuSigned by:

Authorized Representative

6/5/2023

Date

Date Issued: 6/2/2023

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of this Coverage Agreement, except as hereinabove set forth.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the installation of the cathodic protection system for bulkheads at the GulfQuest Maritime Museum and the Cruise Terminal

Amount of Contract:

$1,697,046.00

Funding Source

Project # Installation of Cathodic Protection System for Bulkheads - Mobile, Alabama Cruise Terminal & GulfQue	**Discretionary Funds**
Project String C0762 Cruise Terminal Cathodic Protection (20002000-48020)	**Contract Number:**4573
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CT-018b-21 Installation of Cathodic Protection System for Bulkheads - Mobile, Alabama Cruise Terminal & GulfQuest Maritime Museum	Cover Memo	8/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/9/2023 - 9:20 AM

Capital	Hollins, Tiffany	Approved	8/9/2023 - 11:47 AM
Legal	Kern, Chris	Approved	8/9/2023 - 1:28 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:07 PM

RESOLUTION

2023

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

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

Name of Company:	ALLIED CORROSION INDUSTRIES, INC.
Project Name:	CITY OF MOBILE, ALABAMA – CATHODIC PROTECTION SYSTEM OF BULKHEADS AT THE MOBILE, ALABAMA CRUISE TERMINAL & GULFQUEST MARITIME MUSEUM
Project Number:	CT-018b-21
Amount:	$1,697,046.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CRUISE TERMINAL CATHODIC PROTECTION

CAPITAL PROJECT #: C0762 (20002000-48020)

CONTRACT AMOUNT: $1,697,046.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-018b-21

PROJECT DESCRIPTION: FOR INSTALLATION OF THE CATHODIC PROTECTION SYSTEM FOR BULKHEADS AT THE GULFQUEST MARITIME MUSEUM AND THE CITY OF MOBILE, ALABAMA CRUISE TERMINAL (155 + 201 SOUTH WATER STREET).

VENDOR NAME: ALLIED CORROSION INDUSTRIES, INC.

VENDOR NUMBER: 298599

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 8/08/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

Allied Corrosion Industries, Inc.
1550 Cobb Industrial Drive
Marietta, Georgia 30066

City of Mobile Business License Number: 125143
Secretary of State Registration Number: 000-932-238

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

City of Mobile, Alabama
Cathodic Protection for Bulkheads
155 & 201 South Water Street
Mobile, Alabama 36602

CT-018b-21
For Cathodic Protection at the Cruise Terminal and GulfQuest Maritime Museum

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

Barter & Associates, Inc
1614 Government Street
Mobile, Alabama 36604

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

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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 Two Hundred Ten (210) 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 Ninety-Seven Thousand Forty-Six and 00/100 Dollars ($1,697,046.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$1,597,046.00
Contingency Allowance:	$ 100,000.00
Total Contract Sum:	$1,697,046.00

§ 4.2 Alternates

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

Item	Price

(Table deleted)
(Paragraphs deleted)

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

Contingency Allowance	$100,000.00

Contingency Allowance: One Hundred Thousand and 00/100 Dollars ($100,000.00)

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: N/A
(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)

(Row deleted)

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

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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 Allied Corrosion Industries, Inc. has completed the contract for City of Mobile, Alabama – Cathodic Protection for Bulkheads, Project Number CT-018b-21, 155 & 201 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

William G. Mueller, President
Allied Corrosion Industries, Inc
1550 Cobb Industrial Drive
Marietta, Georgia 30066
Email: wmueller@alliedcorrosion.com

§ 8.4 Underwater Sub-Contractor:
§ 8.4.1 Contractor shall employ an underwater subcontractor who will conduct underwater and waterside construction in the Mobile Riverbed and on the face of the bulkheads along the Mobile River. This underwater subcontractor shall hold insurance as provided in 8.5.1, excluding professional liability, and including insurance listed in 8.5.1 Section 14, specific to Marine activities. Subcontractor's Certificate of Insurance and endorsements shall be provided with General Contractor's Certificate of Insurance.

§ 8.4.2 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act.

.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

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B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.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 $5,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

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

.9 Property Insurance: The Contractor shall provide and 'Installation Floater' to cover the value of the components of the Work of the Contract on the jobsite.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

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.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 Professional Liability Insurance: $1,000,000 with $2,000,000 annual aggregate

.14 Underwater Subcontractor:

a. Pollution Legal Liability: Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

b. If the contractor owns the boats that will be used, Protection & Indemnity coverage limits of not less than $1,000,000 extending to captain, crew, and passengers is required.

c. Marine Employer's Liability coverage limits of not less than $1,000,000 is required.

d. "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:
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 a 'design professional' as defined in Alabama Act 2021-318, and required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum five (5) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

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(Paragraph deleted)

.3 Drawings

Number	Title	Date
CP-1	C.P. Anode Arrangement Plan	02/27/23
CP-2	Typical Sections and Details	02/27/23
CP-3	Typical Sections and Details	02/27/23
E1.0	Electrical Legend and Specifications	09/30/23
E2.0	Overall Ground Level Electrical Plan	09/30/23
E3.0	Enlarged Ground Level Area of Work	09/30/23
S1.1	Rectifier Platform Framing Plan	09/30/23
S2.0	Typical Rectifier Platform Details	09/30/23

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
01010	Summary of Work	02/27/23
01210	Allowances	02/27/23
01310	Project Management and Coordination	02/27/23
01320	Construction Progress Documentation	02/27/23
01330	Submittal Procedures	02/27/23
01635	Substitution Procedures	02/27/23
01700	Execution Requirements	02/27/23
01731	Cutting and Patching	02/27/23
01732	Selective Demolition	02/27/23
01770	Close-out Procedures	02/27/23
017823	Operation and Maintenance Data	02/27/23
017839	Project Record Documents	02/27/23
DIVISON 2	SITE CONSTRUCTION Not Used	
DIVISION 3	CONCRETE Not Used	
DIVISION 4	MASONRY Not Used	
DIVISION 5	METALS	
05120	Structural Steel	02/27/23
DIVISION 6	WOOD AND PLASTIC Not Used	
DIVISION 7	THERMAL AND MOISTURE PROTECTION Not Used	
DIVISION 8	DOORS AND WINDOWS Not Used	
DIVISION 9	FINISHES	

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	Not Used		
DIVISION 10	SPECIALTIES Not Used		
DIVISION 11	EQUIPMENT Not Used		
DIVISION 12	FURNISHINGS Not Used		
DIVISION 13 13110	SPECIAL CONSTRUCTION Cathodic Protection Systems Cruise Terminal Landside Protection GulfQuest Maritime Museum Landside Protection Cruise Terminal Landside Protection GulfQuest Maritime Museum Landside Protection	02/27/23	
DIVISION 14	CONVEYING SYSTEMS Not Used		
DIVISION 15	MECHANICAL Not Used		
DIVISION 16	ELECTRICAL Not Used		

.5 Addenda, if any:

Number	Date
Addendum #1	March 17, 2023
Addendum #2	March 24, 2023
Addendum #3	April 4, 2023
Addendum #4	April 16, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits: N/A
(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

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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
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be

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

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract:
Contractor: Allied Corrosion Industries, Inc.

CONTRACTOR *(By Signature)*

William G. Mueller, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Georgia
COUNTY OF Paulding

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **William G. Mueller** as **President** of **Allied Corrosion Industries, Inc.** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 29 day of June, 2023

NOTARY PUBLIC
My Commission Expires: September 27, 2025

BEVERLY MICK NOTARY PUBLIC PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 27, 2025

Init. /

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EXHIBIT A
SCOPE OF WORK

CATHODIC PROTECTION FOR BULKHEADS

Gulf Quest Maritime Museum and City of Mobile Alabama Cruise Terminal

Project #CT-018b-21

The work of this contract consists of installing a cathodic protection system along the City of Mobile's river berth. (From the North end of Gulf Quest to the South end of the Cruise Terminal.) The existing sheet piling bulkhead/concrete relieving platform is in poor condition as the coating on the sheet piling is not longer present, and the concrete of the relieving platform has been cracked from age, stress, and collisions with runaway vessels. The installation of a cathodic protection system will provide protection from further ongoing deterioration.

Cathodic protection is one of the most effective methods for preventing corrosion on a metal surface. Cathodic protection is commonly used to protect numerous structures against corrosion, such as ships, offshore floaters, subsea equipment, harbours, pipelines, tanks; basically all submerged or buried metal structures. Cathodic protection also can prevent stress corrosion cracking of reinforcing steel and fasteners in concrete, thus protecting the concrete structure.

END OF SCOPE OF WORK

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Allied Corrosion Industries, Inc., 1550 Cobb Industrial Drive, Marietta, Georgia 30066, hereinafter called the Principal, and Fair American Insurance and Reinsurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million Six Hundred Ninety Seven Forty Six and no/100 Dollars ($1,697,046.00) 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 5 day of June, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Alabama - Cathodic Protection for Bulkheads, 155 & 201 South Water Street, Mobile, Alabama 36602 (CT-018b-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 5 day of June, 2023.

CONTRACTOR AS PRINCIPAL

Company: Allied Corrosion Industries

(Corporate Seal)

By: _____

(Signature)

Name and Title: President

SURETY

Company: Fair American Insurance and Reinsurance Company

(Corporate Seal)

By: _____

(Signature)

Name and Title: Arthur S Johnson, Attorney-In-Fact

Resident Agent: NA

(Signature)

Name and Title: _____

Company Name: _____

Address: _____

_____

Phone and Fax: _____

Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

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, Allied Corrosion Industries, Inc., 1550 Cobb Industrial Drive, Marietta, Georgia 30066, as Principal, and Fair American Insurance and Reinsurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Million Six Hundred Ninety Seven Forty Six and no/100 Dollars ($1,697,046.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 5 day of June 2022 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Alabama - Cathodic Protection for Bulkheads, 155 & 201 South Water Street, Mobile, Alabama 36602 (CT-018b-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 Arthur S Johnson **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 5 day of June, 2023

CONTRACTOR AS PRINCIPAL

Company: Allied Corrosion Industries
(Corporate Seal)

Allied Corrosion Industries, Inc. CORPORATE SEAL 1980 GEORGIA

By: William G Mark
(Signature)

Name and Title: William G Mark, President

Resident Agent: NA
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

SURETY

Company: Fair American Insurance and Reinsurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Arthur S Johnson, Attorney-In-Fact

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

One Liberty Plaza, 165 Broadway, New York, NY 10006

POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this **11th day of July 2021**.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On **July 11, 2022** before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ERIK LINDHARDT
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/28/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the _____ day of _____, _____.

Christopher O'Gwen, President and CEO

No. **6820**

BND1010537-00

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
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	ALLIED CORROSION INDUSTRIES, INC.
Address	1550 COBB INDUSTRIAL DR. MARIETTA, GA 30066
Telephone	800-241-0809
E-Mail	KAREN@ALLIEDCORROSION.COM

RFP/RFQ Solicitation Number	CT-018b-21
Project Description	CITY OF MOBILE, ALABAMA CRUISE TERMINAL CATHODIC PROTECTION
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 10 Female 6 Minority 5 Non-minority 11 SDVO 0 Total #of Employees 16

Subcontractor/Major Supplier Plan submitted by:

Printed Name: KAREN LITTLE

Signature: [signature] Date: 4/17/23

Title: HOUSTON BRANCH MGR.

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: ELISA MUELLER Title: VICE PRESIDENT

Email: ELISA@ALLIEDCORROSION.COM Phone: 800-241-0809

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company ALLIED CORROSION INDUSTRIES, INC. Your Bid/Proposal Amount $ 1,697,046.00 Date: 4/17/23

____/____/____ Description CITY OF MOBILE, ALABAMA CRUISE TERM. CATHODIC PROTECTION

Name of Bidder/Proposer: KAREN LITTLE

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
FRANKLIN ELECTRIC	251-402-3541	ELECTRICAL	$26,875.00	2%	YES	
ROLIN CONSTRUCTION	251-359-3010	CONCRETE & ASPHALT	$231,250.00	15%	YES	
COMMERCIAL DIVING SERVICES	251-665-0017	DIVING SERVICES	$331,500.00	21%	NO	
DAVIS UNDERGROUND SOLUTIONS	678-858-6601	DIRECTIONAL BORE	$71,494.00	5%	NO	
INTERNATIONAL WELDING & FABRICATION	228-474-9353	RECTIFIER PLATFORM FABRICATION & INSTALLATION	$106,269.00	7%	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ALLIED CORROSION INDUSTRIES, INC.

Contact Person: KAREN LITTLE Phone 717-467-6003 Email KAREN@ALLIEDCORROSION.COM

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.
NON-APPLICABLE. WE IDENTIFIED DBE SUBCONTRACTORS TO REACH OVER 15% OF OUR BASE BID.

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Allied Corrosion Industries, Inc.	
Entity ID Number	000 - 932 - 238
Entity Type	Foreign Corporation
Principal Address	1550 COBB INDUSTRIAL DR NE MARIETTA, GA 30066
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Georgia
Formation Date	02/12/1980
Qualify Date	01/04/2006
Registered Agent Name	MUELLER, LEO C III
Registered Office Street Address	1709 SUGAR CANE CT MOBILE, AL 36695-2727
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	2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	01/04/2006 Certificate of Formation 1 pg.

Browse Results New Search

Company ID Number: 429600

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 ALLIED CORROSION INDUSTRIES, INC	
William Mueller	
Name (Please Type or Print)	Title
Electronically Signed	07/07/2011
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	07/07/2011
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	ALLIED CORROSION INDUSTRIES, INC
Company Facility Address:	1550 Cobb Industrial Drive NE
	Marietta, GA 30066
Company Alternate Address:	P O Box 9098
	Marietta, GA 30065
County or Parish:	COBB
Employer Identification Number:	581387705

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2023

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

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

PRODUCER Owen & Associates, LLC P.O. Box 1056 Marietta GA 30061	CONTACT NAME: PHONE (A/C, No, Ext): 770-422-0456 FAX (A/C, No): 770-422-4049 E-MAIL ADDRESS:
INSURED ALLICOR-01 Allied Corrosion Industries Inc P. O. Box 9098 Marietta GA 30065-2098	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Co — 24856 INSURER B : Utica Mutual — 25976 INSURER C : Navigators Specialty Co — 36056 INSURER D : Carolina Casualty Ins Co INSURER E : Lloyds, London INSURER F : Nautilus Insurance Company

COVERAGES **CERTIFICATE NUMBER:** 897309837 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CA000018027-10	8/13/2022	8/13/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 50,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	5463648	8/13/2022	8/13/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 25,000			GA22EXC784134IC	8/13/2022	8/13/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	KEY0139379	8/13/2022	8/13/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Professional Liability Pollution Liability			B0621PALLI014822 CPL203539911	8/1/2022 8/13/2022	8/1/2023 8/13/2023	Per Claim / Aggregate Per Claim / Aggregate	$1M / $2M 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is included as additional insured on the general liability and auto liability policy referenced here on a primary and non-contributory basis. A waiver of subrogation in favor of the additional insured on the general liability, auto liability and workers compensation.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Urban Development Department
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization qualifying as an Additional Insured under either ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULE PERSON OR ORGANIZATION CG2010 or ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS CG2037 if attached to and made part of this policy.

It is agreed that Commercial General Liability Coverage Form CG 00 01 Section IV paragraphs 4.b. and 4.c. do not apply with respect to other valid and collectible Commercial General Liability insurance, whether primary or excess, available to the person or organization shown in the Schedule and:

1) Who is an insured under an Additional Insured-Owners, Lessees or Contractors endorsement attached to this policy; and
2) Who requires by specific written contract that this insurance is to be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

This endorsement does not change the scope of coverage provided to the person or organization by any Additional Insured endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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GC 560

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: **Any person or organization, but only if the following conditions are met:** **a. You have expressly agreed to the waiver in a written contract entered into by you; and** **b. The injury or damage occurs subsequent to the execution of the written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

A. Fellow Employee Exclusion Exception

The following modification applies on an excess basis over any other insurance.

Exclusion **5.** (Fellow Employee) of SECTION **II** - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

B. Increased Supplementary Payments

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION **II** - LIABILITY COVERAGE is increased to $2,500 and $300 respectively.

C. Automatic Hired Auto Physical Damage Coverage

1. Subject to **2.** and **3.** below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.

2. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

D. Leased Auto Additional Legal Obligation Coverage

The following coverage is added to SECTION **III** - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

E. Theft Extension

The coverage provided under SECTION **III** - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to $50 per day and to a maximum of $1,000.

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F. Window Glass Breakage Deductible Waiver

For "loss" covered under SECTION **III** - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

G. Malfunction Extension for Airbags

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION **III** - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

H. Multiple Deductibles

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in **2., 3.** or **4.** below.
2. **a.** If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
   b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in **a.** or **b.** of this item **3.** which results in the higher total payment to you.
   a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
   b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

I. Bodily Injury Redefined

It is agreed and understood that the definition of "bodily injury" (SECTION **V**) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

J. Unintentional Failure to Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

K. Broadened Cancellation

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

L. Broadened Named Insured

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

M. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

N. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

a. The United States of America;
b. The territories and possessions of the United States of America;
c. Puerto Rico; or
d. Canada.

O. Theft Expenses

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION **IV**), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

P. Employees as Insureds

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Q. Towing and Labor

Under SECTION **III** - PHYSICAL DAMAGE COVERAGE, Towing is replaced by the following:

Towing and Labor

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

a. $100 for a covered "auto" rated and classified as a private passenger vehicle.

b. $150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

R. Personal Effects

The following is added to SECTION **III** - PHYSICAL DAMAGE COVERAGE:

Personal Effects

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to $750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

S. Waiver of Subrogation

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

T. Additional Insured - By Contract, Agreement Or Permit

Under SECTION **II** - LIABILITY COVERAGE, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

U. Rental Reimbursement

1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.

2. We will pay the lesser of:

a. The amount of actual and necessary rental costs that you incur; or

b. A maximum of $5,000 for each "loss."

3. The Deductible provision does not apply to this coverage.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Description
AL	Any party with whom the insured agrees to waive subrogation in a written contract.
FL	Any party with whom the insured agrees to waive subrogation in a written contract.
GA	Any party with whom the insured agrees to waive subrogation in a written contract.
TX	Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective Date: Policy No: KEY0139379 Endorsement No.:

Insured: Allied Corrosion Industries Premium:

Insurance Company: Carolina Casualty Insurance Company Countersigned by:

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: **Any person or organization, but only if the following conditions are met:** **a. You have expressly agreed to the waiver in a written contract entered into by you; and** **b. The injury or damage occurs subsequent to the execution of the written contract.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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GC567

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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COMMDIV-01 AIVY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2023

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

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

PRODUCER	CONTACT NAME: Chandler Stapleton, CIC, CISR, AINS	
Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	PHONE (A/C, No, Ext): (251) 643-7031	FAX (A/C, No): (251) 473-9010
	E-MAIL ADDRESS: Chandler@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Atlantic Specialty Insurance	27154
INSURED	INSURER B : Argonaut Insurance Co.	19801
Commercial Diving Services, Inc. 4376 Dawes Lane E Mobile, AL 36619	INSURER C : Manufacturers Alliance	36897
	INSURER D : American Longshore Mutual	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B5JH28612	4/27/2023	4/27/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X MGL,P&I						MED EXP (Any one person)	$ 5,000
	X Pollution (incl.)						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER: Contractual						P&I	$ 1,000,000
A	AUTOMOBILE LIABILITY			710038045/0005	4/27/2023	4/27/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			726OM4312-02	4/27/2023	4/27/2024	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		0372383Y	4/27/2023	4/27/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Worker's Comp			ALMA00708-13	4/27/2023	4/27/2024	USL&H	1,000,000
A	P&I w/3 crew			B5JH28612	4/27/2023	4/27/2024	SEE NOTES	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile Cruise Line Terminal Project
P&I with 3 Crew - applies only to the following vessels:

2019 Metal Work Float
2019 Metal Work Float
1986 Mako Jon Boat

CERTIFICATE HOLDER

Allied Corrosion Industries, Inc.
1550 Cobb Industrial Drive
Marietta, GA 30066

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

L. Toph Bille

ACORD 25 (2016/03)
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(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 right under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's right 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 your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

G. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

22. Captions, Titles Clause

Captions, titles and indexes used in this insurance Program are used for ease of reference only, and are not to be used to interpret the terms, conditions, exclusions or limitations of the insurance provided under the program.

23. In Rem

It is understood and agreed that a claim otherwise covered by the terms and conditions of this insurance and brought "In Rem" shall be treated as a claim against the Named Insured, provided however, nothing in this clause shall be construed as affording coverage to any interest other than the Named Insured.

24. Reporting and Adjustment

If the premium for Coverage Section **I, II** and/or **III** is shown in the Declarations as a Deposit, then portions of Section **I, II** and/or **III** are subject to annual adjustment in accordance with our rules and rates.

At the close of each policy period, the Insured shall report to the Company within 30 days of the end of the policy period the rating basis information specified in the declarations and / or reporting provisions upon which the adjustment shall be based. The total Receipts are defined as gross income received from the covered operations.

Total Payroll is defined as the total compensation to all persons employed in the covered operations, including bonus and commissions.

The earned premiums shall be calculated separately for each Coverage Part by applying the figures reported above to the rates indicated in the Declarations.

(1) If the earned premium is less than the deposit premium for the auditable portions, and the Coverage Part is not subject to a minimum premium, the difference shall be refunded to the First Named Insured.

(2) If the earned premium exceeds the deposit premium for the auditable portions, the amount of such excess shall be paid by the Insured to the Company as an additional premium.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2023

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

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

PRODUCER	CONTACT NAME: Harper Kranz
Platinum Global Insurance Agency, INC 162 Lighthouse Point Slidell LA 70458	PHONE (A/C, No, Ext): (573) 216-4725 FAX (A/C, No): E-MAIL ADDRESS: dosborn@pglobalins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GRAY INS CO	36307
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
P&H Construction Corporation
2459 Government St.
Mobile 36606

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			XSGL-100122	12/01/2022	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			XSAL-100140	12/01/2022	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			GXS-100258	05/01/2023	05/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GWC-100223	12/01/2022	05/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Allied Corrosion Industries Inc.
P.O. Box 9098
Marietta GA 30065

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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THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: $1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

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

Amount of Contract:

$945,259.47

Funding Source

Project # **Discretionary Funds**

Project String C0865 CV CTR PROJ MGT/SITE DESIGN/UTI RE **Contract Number:**CC-034D-2

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

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

Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:07 PM

2023

RESOLUTION

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

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract, A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

COM Project Name: Civic Center

COM Project Number: CC-034D-2

Contract Amount:

ADOPTED: _____

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

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

CAPITAL PROJECT # C0865 **DATE OF RECEIPT** 08/09/2023

DEPT. PROJECT # CC034D-22

PROJECT DESCRIPTION CIVIC CENTER - PROFESSIONAL PROGRAM MANAGEMENT SERVICES

CONTRACT AMOUNT $ 945,259.47

VENDOR NAME VOLKERT & ASSOCIATES, INC

VENDOR NUMBER 22750

DEPT # 3032 **DEPT NAME** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR CASSIE BOATWRIGHT

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **N** X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Carleen Stout-Clark **Date** 8/9/2023

Revised 5/16/2022 Tiffany Hollins

AGREEMENT

FOR

PROFESSIONAL PROGRAM MANAGEMENT SERVICES

BETWEEN

CITY OF MOBILE

AND

VOLKERT, INC.
11 North Water Street, Suite 18290
MOBILE, AL 36602

Professional Services Agreement Between
City and Program Manager

AGREEMENT made this _____ day of August in the year 2023

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

City and Program Manager hereby agree as set forth below:

ARTICLE 1
DEFINITIONS

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

1.1 PROGRAM. The program shall consist of construction of the parking deck, and renovation of the Mobile Civic Center, and any other Project(s) which may be added to the Program by City.

1.2 ESTIMATED PROGRAM DURATION. The length, period or duration of time it is estimated that all individual Project(s) within the Program will have achieved their respective Dates of Substantial Completion.

1.3 BASIC SERVICES. The professional program management services to be performed by the Program Manager under this Agreement, as set out in Article 3 and as described in Attachment A "Scope of Basic Services".

1.4 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and "Scope of Basic Services" of Attachment A, as mutually agreed to in writing between City and Program Manager.

1.5 PROGRAM COST. All costs to the City associated with the planning, design and construction of the Program.

1.6 CONSTRUCTION CONTRACT DOCUMENTS. The Construction Contract Documents shall consist of the plans and specifications prepared by the Architect, and any addenda and change orders thereto, and the City Contractor agreement, all of which shall be compatible and consistent with this Agreement.

1.7 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with the City to perform the construction of or any construction on the Program, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Program. The term "Contractor" means the Contractor or its authorized representative but excludes the Program Manager and the Architect.

1.8 COMPENSATION. The fee designated in Article 4 and elsewhere herein to be paid by the City to the Program Manager for the performance of Basic Services

1.9 ARCHITECT. The individual, corporation, partnership, or other entity that is legally qualified and licensed and/or certified by the State of Alabama to practice architecture, selected by the City to prepare and interpret the Construction Contract Documents as well as to provide contract administration services as per the Agreement between City and the Architect for the Program.

1.10 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean Alabama state law as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

1.11 ALTERNATIVE SOLUTIONS. The review of proposed construction materials, building systems, and equipment called for in the Architect's design, conducted solely for the purpose of recommending any potential cost savings that may be achieved and which are approved by the Architect and City and compatible with the City's previously chosen program requirements or desires. Alternative Solutions and the preparation of an Alternative Solutions Study, if applicable, is not intended to be, and shall not be construed to be, and shall not be misconstrued to be the practice of architecture, engineering or general contracting.

1.12 SUBSTANTIAL COMPLETION. Substantial Completion shall mean the stage in the progress of a Project when the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Project for its intended purpose. To the extent that this definition conflicts in any way with the definition of Substantial Completion in the Agreement

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

1.13 DATE OF SUBSTANTIAL COMPLETION. The Date of Substantial Completion shall mean the date established by the Architect's issuance of a certificate of substantial completion under Applicable Laws. To the extent that this definition conflicts in any way with the definition, if any, of Date of Substantial Completion in the Agreement between City and Architect, the definition in the Agreement between City and Architect will govern for purposes of this Agreement.

1.14 PROJECT or PROJECTS. Project(s) shall mean one or more separate, individual construction projects as part of the overall Program, each of which is awarded to one prime general contractor under Applicable Laws.

1.15 FINAL COMPLETION. Final Completion shall mean the point at which the Architect deems after his inspection that the Contractor has fully performed all work required by the Contract Documents, including all punch list items, and at which the Architect prepares his certificate of final completion and certificate of payment for Contractor's final payment under Applicable Laws. To the extent that this definition conflicts in any way with the definition of Final Completion in the Agreement between City and Architect, the definition in the Agreement between City and Architect will govern for purposes of this Agreement.

1.16 PROGRAM OF REQUIREMENTS. A written statement from the City that comprises and sets out the City's chosen design objectives, constraints, and project criteria, including space requirements and relationships, flexibility and expandability, special equipment, and systems and site requirements.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

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

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

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

2.2 STANDARD OF CARE. The Program Manager shall perform Basic Services and Warranty Phase Services in conformance with the professional standard of care consistent with the industry standards prevailing among professional program management companies/firms engaged in programs of similar size and complexity at the same time and in the same locality as the Program. Program Manager neither guarantees the performance of any Contractor(s) or Architect(s), nor assumes the responsibility of the Contractor(s) or Architect(s) to furnish or perform their respective and collective obligations to the City, whether arising from their respective Construction Contracts and Design Contracts, the Contract Documents or otherwise.

2.3 PROGRAM COMMUNICATION. The City shall cause all agreements between the City Architect and the City and the Contractor subsequent to the effective date of this agreement to provide that all project directives, whether written or oral, by, among or between any two or more of the City, the Architect and the Contractor in connection with the Program shall be communicated to the Program Manager.

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

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

ARTICLE 3
BASIC SERVICES

3.1 The Program Manager shall perform the Basic Services set forth in "Scope of Basic Services" of Attachment A.

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

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

ARTICLE 4
COMPENSATION

4.1 The City shall compensate the Program Manager for Basic Services as follows:

4.1.1 The initial term of the contract shall be for nine (9) months for a total sum of $945,259.47. This will begin at the notice to proceed provided by the City of Mobile. Any extension of the term of the contract will be issued through an amendment to the contract.

4.1.2 The total fee shall be divided by the total months of the Program and the Program Manager shall submit invoices in equal monthly amounts to the City for payment of Compensation in accordance with subparagraph 4.1.1.

4.1.3 The City shall pay all amounts invoiced to it pursuant to this Article 4 within thirty (30) days after receipt of the invoice.

4.2 When authorized by the City, the Program Manager shall provide or obtain from others any Additional Specialty Services on either a negotiated fee basis or an hourly rate fee basis. The method of payment shall be agreed to in advance by the City and the Program Manager.

4.3 Program Manager's Compensation shall be equitably adjusted up or down in the event of any changes in the Basic Services, the Program, the Estimated Program Duration, or any other event or circumstance beyond the reasonable control of Program Manager, including but not limited to force majeure, City suspension, delay or interruption.

4.4 If Projects within the Program have not reached Substantial Completion within the Estimated Program Duration due to no fault on the part of Program Manager in performing this Agreement, Program Manager shall be entitled to additional Compensation based upon a mutually acceptable fee for continued Basic Services with respect to said Projects. Except for delays that are caused solely and exclusively by Program Manager under this Agreement, Program Manager shall not be responsible to City for delays.

ARTICLE 5
ESTIMATED PROGRAM DURATION

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

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

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

ARTICLE 6
CITY'S RESPONSIBILITIES

6.1 CITY'S REQUIREMENTS. The City shall provide the Program Manager full information regarding the City's requirements for the Program. Program Manager shall have the right to rely on the accuracy of any information provided to it by the City or its Consultants or agents.

6.2 OWNER'S DECISIONS. The Owner shall examine information submitted by the Architect and Program Manager and shall render decisions pertaining thereto within a reasonable timeframe, in order to avoid delays.

6.2 NOTICE OF FAULT OR DEFECT. If the City observes or otherwise becomes aware of any fault or defect in the Program or nonconformance with the Construction Contract Documents, prompt written notice thereof should be given to the Program Manager. If the Program Manager observes or otherwise becomes aware of any fault or defect in the Program or nonconformance with the Construction Contract Document, prompt written notice thereof shall be given to the City.

6.3 CITY INFORMATION AND APPROVALS. The City shall make a reasonable effort to furnish required information and approvals expeditiously as practical for orderly progress of the Work and adhere with the time conditions for such City activities as set out in all approved schedules for the Program.

6.4 ARCHITECT AGREEMENT. The City shall retain and contract separately with the Architect, for design services which are described in the agreement between the City and the Architect. The City shall cause all agreements between the City and the Architect subsequent to this agreement to be compatible and consistent with this Agreement and shall expressly recognize the Program Manager as the City's representative in providing the Services under this Agreement.

6.5 PROGRAM BUDGET. The City shall approve an initial budget, and any subsequent revisions, for the Program based on consultation with the Program Manager. Such budgets and revisions shall include contingencies for City- directed changes and unforeseen conditions during design and construction as well as other costs which are the responsibility of the City.

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

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

6.7 CONSTRUCTION CONTRACT DOCUMENTS. An initial copy of Construction Contract Documents shall be furnished to the Program Manager.

6.8 PERMITS AND LICENSES. The Program Manager shall assist the City in obtaining building permits and special permits for permanent improvements except for permits required to be obtained directly by the various contractors. The Program Manager shall verify that the City has paid applicable fees and assessments. The Program Manager shall assist the City and Architect in connection with the City's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Program.

6.9 PROGRAM COMMUNICATION. The City shall require the Architect to send copies of all notices and communications sent to or received by the City or the Architect relating to the Work to the Program Manager. During the Construction Phase of Project, the City shall require that the Contractor submit copies of all notices and communications relating to the Work directly to the Program Manager.

6.10 CITY'S REPRESENTATIVE. The City shall designate Jim DeLapp and their designee(s) to act in the City's behalf with respect to the Program. The said City's Representative shall have the authority to approve changes in the scope of the Program and shall be available as often as may be necessary to examine information submitted by the Program Manager, to render decisions and to furnish information in a timely manner. The City's Representative may designate any employee of City to act in their behalf as City's agent when and as needed or as desired. Program Manager shall have the right to rely on all statements, representations, decisions, directives and any other communications pertaining in any way to the Program made by the City's Representative, their designee(s), and any person whom Program Manager reasonably believes possesses the authority to bind and/or act on behalf of the City.

ARTICLE 7
NOTICES

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

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

To Program Manager:
James P. "Jimmy" Screen, III
Senior Vice President
11 North Water Street, Suite 18290
Mobile, AL 36602

ARTICLE 8
INSURANCE

8.1 INSURANCE. For the term of this Agreement, the Project Manager shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.
   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence

(2) Property damage liability $100,000 each occurrence
Or, (in lieu of (1) and (2) above)
(3) Bodily injury and property damage combined - $500,000 per occurrence

c. Workers' Compensation/Employer's Liability:
Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

d. Professional Liability Insurance: $2,000,000 per claim made

8.2. Insurance coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of Services under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

ARTICLE 9
TERMINATION AND SUSPENSION

9.1 TERMINATION. This Agreement may be terminated by City by providing thirty (30) days written notice to the Program Manager. In the event of termination deemed to be no fault of the Program Manager, the Program Manager shall be compensated for services performed prior to termination.

9.1.1 This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the material terms hereof through no fault of the terminating party.

9.2 SUSPENSION. The City may at any time order the Program Manager in writing to suspend, delay or interrupt all or any part of the Work on the Program for the convenience of the City, or because of events beyond the control of the City or for any other reasons. After City suspends the Program for more than ninety (90) consecutive days, the Program Manager may terminate this agreement by giving thirty (30) days written notice.

ARTICLE 10
SUCCESSORS/ASSIGNMENT/THIRD PARTIES

10.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Program Manager.

10.2 ASSIGNMENT. The Program Manager shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

ARTICLE 11
CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

11.1 Based upon observations at the site and upon the Contractor's applications for payment, the Program Manager shall from time to time determine the amount owing to the Contractor pursuant to the terms of the City-Contractor Agreement, and shall issue certificates for payment to the City in such amounts. The Program Manager shall consult with the Architect in the determination of the amount due the Contractor. The Program Manager and the Architect shall sign the certificate for payment prior to the time it is transmitted to the City by the Program Manager. The signing of a Certificate for Payment shall constitute nothing more than a representation that the amount certified is currently owed the Contractor based on actual percentage of completion as calculated and/or determined by the Architect, and that the Architect has approved the Certificate for Payment, and that the Program Manager knows of no reason why the certified amount should be withheld. Program Manager shall not be responsible or liable for payment to suppliers, manufacturers, subcontractors, subconsultants, vendors or other third parties.

ARTICLE 12
ADDITIONAL PROVISIONS

12.1 CONFIDENTIALITY. In order for the Program Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the City to disclose to the Program Manager confidential and proprietary information and trade secrets pertaining to the City's past, present and future activities. The Program Manager hereby agrees to treat information which has been designated to the Program Manager by the City in writing as being confidential and proprietary information or trade secrets in a confidential manner. The Program Manager further agrees that it will not disclose any such information so designated to anyone outside of the City at any time without the prior written consent of the City.

12.2 DOCUMENTS AND RECORDS. Upon termination or expiration of this Agreement, the Program Manager shall, upon written request from the City, return to the City all documents and records provided by the City which are in the Program Manager's possession or control.

12.3 GOVERNING LAW AND CHOICE OF FORUM. It is expressly agreed and stipulated by the Parties that this contract shall be deemed to have been made and to be performable in the State of Alabama. All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State. The venue of any legal proceeding arising under this agreement shall be Mobile County, Alabama.

12.4 DISPUTE RESOLUTION. If a dispute arises out or relates to this Agreement or its alleged breach, the parties shall direct their Representatives to endeavor to settle the dispute first through direct, good faith discussions. If the dispute cannot be resolved through direct, good faith discussions, the parties shall engage in and meaningfully participate in mediation. The Representatives of the parties shall attend all mediation sessions and shall make a good faith, meaningful effort to resolve the dispute(s) between them. The parties shall arrange to have representatives of their insurers present at the mediation to assist in resolving the dispute(s). The mediator(s), procedure, length, date and location of the mediation shall be mutually agreed upon between the parties. Once one party submits to the other a written demand for mediation, the parties shall commence such mediation within sixty (60) days of said written demand.

12.5 ENTIRE AGREEMENT. This Agreement and attachments hereto represent the entire and integrated agreement between the City and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No other documents, statements or representations are incorporated herein, by reference or otherwise, if they do not appear within the four corners of this Agreement or Attachment A hereto. Nothing shall be incorporated herein without the written consent and agreement of both City and Program Manager. Any deviation by either party from the terms of this contract shall not be deemed a waiver of either party's rights under this contract.

12.6 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the City and the Program Manager.

12.7 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

WAIVER OF SUBROGATION. Owner and Program Manager hereby waive all claims and other rights they may have against each other for loss of and/or damage to (a) the Program and any individual Projects therein, (b) all materials, machinery, equipment and other items used in the Program and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the Owner as trustee. If Owner is not the sole owner of the Project sites and all property at and adjacent thereto, Owner shall obtain an undertaking from the other owners thereof sufficient to provide Program Manager the same protection from liability for loss or damage as would be afforded to Program Manager under this Agreement if Owner were the sole owner.

Owner shall have its insurers waive all rights of subrogation they may have against Program Manager on all policies of insurance carried by the Owner which may in any way pertain to the Program.

If the policies of insurance referred to in this above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner will cause them to be so endorsed.

12.8 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

12.9 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

12.10 JOINT DRAFTING. City and Program Manager expressly agree that this Agreement was jointly drafted, and that each of them had an opportunity to negotiate its terms and to obtain the assistance of competent counsel in reviewing its terms prior to execution, which each party performs freely, willingly and of its own

volition. Therefore, this Agreement, and any dispute, claim, proceeding or other action arising therefrom, shall be construed neither against nor in favor of either party, but shall be construed in an equal manner.

12.11 INTERPRETATION OF CERTAIN WORDS. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

12.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

ARTICLE 13
MISCELLANEOUS

13.1 ANTIBOYCOTT. Program Manager agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. "is aware or becomes aware of the presence of any Hazardous Material at any Project site, it shall promptly notify Program Manager of the presence, location and composition of the Hazardous Material.

13.2 NONDISCRIMINATION. Program Manager shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities Hazardous Material is discovered at any Project site, Program Manager shall be entitled to immediately stop performance of Basic Services or Warranty Phase Services, and Program Manager shall report the condition to the City.

13.3 IMMIGRATION LAW. Program Manager agrees that for the duration of the agreement it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

13.4 INDEMNIFICATION.

The Program Manager shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort,

intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Program Manager or the Program Manager's agent, consultant under contract, or other entity for which Program Manager is legally liable. The parties acknowledge and agree that this contract requires Program Manager to procure and maintain professional liability insurance that satisfies the named requirements. Program Manager shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Program Manager's liability, or in proportion to the extent Program Manager participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Program Manager to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

13.5 STANDARD OF PERFORMANCE:

Program Manager shall perform all professional services under this contract with the professional skill and care ordinarily provided by a Program Manager professional practicing under the same or similar circumstances and professional licenses considering the ordinary professional skill and care of a Program Manager professional.

This Agreement executed the day and year first written above.

CITY:

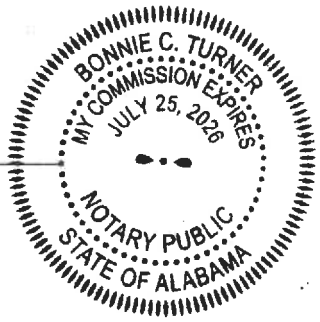
By: _____
William S. Stimpson, Mayor

Attest: City of Mobile

By: _____
City Clerk

PROGRAM MANAGER:

By: _____
Leon M. Barkan, CCM
Volkert, Inc.
President and Chief Operating Officer



PROGRAM/CONSTRUCTION MANAGEMENT SERVICES FOR CITY OF MOBILE CIVIC CENTER MASTER PLAN DEVELOPMENT

VOLKERT FEE ESTIMATE

	Program Executive	Program Manager	Estimator	Program Controls Scheduling e-Builder	Senior Construction Manager	Construction Manager	Construction Inspector	Administrative Assistant	
Total Estimated Hours	**1,376**	**6,880**	**768**	**2,880**	**2,464**	**3,052**		**1,504**	**18,924**
							TOTAL ESTIMATED COST	**$**	**4,516,239.65**

TOTAL PROJECT DURATION (MONTHS)		**43**
MONTHLY BILLING RATE	**$**	**105,028.83**
ESTIMATED PROGRAM BUDGET	**$**	**202,000,000.00**
TOTAL FEE AS PERCENTAGE OF TOTAL PROGRAM BUDGET		**2.24%**

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

VOLKERT

3 August 2023

Cassie Boatwright
Director of Real Estate and Asset Management
City of Mobile
205 Government Street
Mobile, AL 36644

Reference: Volkert, Inc. Fee Proposal for Program/Construction Management Services for The Mobile Civic Center Master Plan Improvements.

Volkert, Inc. is pleased to offer this Fee Proposal and the attached Program Management Scope of Services. Based upon information provided to Volkert by the City of Mobile, it is our understanding that the forecast completion date for the Civic Center Renovation is February 2027.

- Volkert's fee proposal is based upon the above date with a period of performance from Contract Award (anticipated to be 15 August 2023) and extending through February 28, 2027.

- Volkert proposes to provide Program/Construction Management Services in general accordance with Volkert's standard Program Management Scope of Services attached to this fee proposal; which may be modified throughout the period of performance as agreed to between the City of Mobile and Volkert.

- Volkert's proposed fee for the above detailed period of performance is $4,516,239.65. The fee will be invoiced monthly to The City of Mobile over forty-three (43) months in the amount of $105,028.83 per month.

- The typical fee for Program Management Services for multi-project programs of this size and complexity ranges between 3% to 4% as a percentage of the total program value. Volkert's proposed fee is 2.24% of the total estimated program value of $202,000,000.00.

We look forward to assisting the City of Mobile with this important and high-profile project. Please contact myself (225-252-0172), Stan Winter (251-510-7764), or Sam Matheny (864-245-1917) with any questions.

Sincerely,

James P. (Jimmy) Screen, III
Senior Vice President
Program Management
Volkert, Inc.

ATTACHMENT A
SCOPE OF BASIC SERVICES

A. PRE-DESIGN PHASE

1. **DEVELOPING DESIGN PROCEDURES**. Program Manager and Owner will develop the Design procedures and report formats. These procedures will provide the basis for communication among the Owner, Program Manager and the Design Consultant.

2. **DESIGN CONSULTANT ORIENTATION**. Program Manager will conduct a Design Consultant orientation session in which all project parameters such as schedule and design requirements, budget requirements, program requirements, site conditions, and other physical and Owner administrative constraints will be made known to the Design Consultant.

3. **PRE-DESIGN PROGRAM ANALYSIS**. Program Manager, Owner, Design Consultant and other appropriate parties will conduct a pre-design program analysis. The program analysis will provide a forum to further analyze the budget and schedule constraints.

4. **MASTER SCHEDULE**. Program Manager will develop a Master Schedule for approval by Owner. The Master Schedule will contain key milestones to be accomplished by the project participants. The Master Schedule shall define the length of time for Pre-Design Phase Services and Construction Phase Services. Owner shall retain full and final decision-making authority with respect to the Master Schedule, despite Program Manager's recommendations.

5. **LIST OF CRITICAL DATES**. Once the Master Schedule is defined, a more comprehensive List of Critical Dates will be prepared by Program Manager for approval by Owner. This list of Critical Dates will indicate the various activities which are critical for the success of the overall schedule during the design, the last acceptable date for each task to be completed, and the party responsible for accomplishing the task. This document will be the basis for Program Manager to monitor progress during the design. Owner shall retain full and final decision-making authority with respect to the List of Critical Dates, despite Program Manager's recommendations.

6. **COST MODEL**. Program Manager will provide a budget for the program for purposes of developing and/or analyzing the Program Budget.

7. **PROGRAM BUDGET**. Program Manager will review the Program Requirements, site constraints, the Owner's schedule goals, and budget data in existence, and develop the Program budget based on this data and Program Manager's historical cost data. Program Manager will make a report of the budget to the Owner indicating (1)

shortfalls or surpluses in the budget and (2) recommendations for cost reductions or revisions to the Program Requirements if necessary. Upon balancing the budget with the Program Requirements, Program Manager will present to the Owner the Program Budget. Owner shall retain full and final decision-making authority with respect to Program Budget, despite Program Manager's recommendations.

8. **MANAGEMENT INFORMATION SYSTEM**. Program Manager will become knowledgeable of the Owner's reporting requirements and needs, will interview the Owner's key personnel, and in conjunction with the Owner, will determine the type of information required and needed by the Owner, the reporting format, the frequency of various reports, and the distribution requirements for the Management Information System (MIS) relative to the Program. The MIS will be presented to the Owner in the form of a written report.

9. **DESIGN CONSULTANT(S) SELECTION**. Program Manager will assist the Owner in Design Consultant(s) selection by developing lists of potential Design Consultant firms, developing criteria and formats, preparing and transmitting the request for proposals, assisting in the review of written proposals, assisting in conducting interviews, evaluating candidates and making recommendations. Owner hereby recognizes that Design Consultants, providing a professional service, can be selected by Quality Based Selection (QBS), as opposed to "lowest bid" or the Alabama Public Works Law, and therefore Owner shall retain full and final decision-making authority with respect to Design Consultants, despite Program Manager's recommendations.

10. **DESIGN CONSULTANT(S) CONTRACT**. Program Manager will assist the Owner in the preparation of the Owner/Design Consultant Agreement by preparing draft language for the Design Consultant contract, including recommended language pertaining to budget and schedule adherence and Program Manager interface requirements. Owner shall retain full and final decision-making authority with respect to Design Consultant Contracts, despite Program Manager's recommendations.

11. **BOOKKEEPING SERVICES**. Program Manager will provide bookkeeping services that include accounting of all cash flow needs, appropriations and commitments from funding sources, and the expenditure of funds in accordance with the policies of the Owner and the requirements of the finance department of the Owner.

12. **PROJECT SPECIFICATIONS.** Program Manager will provide input, advice and recommendations to Owner personnel and/or the project specifications consultant during the development of the Program. Program Manager will make recommendations regarding the program specifications' impact on and necessary adjustments to the Program Budget, if any.

B. DESIGN PHASE

13. **DESIGN PHASE COORDINATION**. Program Manager will serve as the Owner's representative in coordination of the design team's activities with respect to the design procedures by all parties involved in the Program. Program Manager will expedite the flow of information among the Owner, the Design Consultants, and other parties.

14. **MONITOR DESIGN SCHEDULE**. Program Manager will monitor the Design Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals occur and will make written recommendations for corrective action, and will coordinate and monitor the implementation of all corrective actions. Program Manager shall not have the right or authority to direct or control Design Consultant(s) or any other member of the design team, but shall endeavor to make those recommendations Program Manager deems appropriate for achieving schedule goals. Owner shall retain full and final decision-making authority with respect to Monitor Design Schedule, despite Program Manager's recommendations.

15. **DESIGN PROGRESS MEETINGS**. Program Manager will conduct design progress meetings with the Owner, Design Consultants, and others. Program Manager will provide coordination between the Design Consultant and the Owner in an effort to obtain the proper flow of information. These meetings will serve as a forum for the exchange of information and resolution of design decisions, and will be a point where design progress is reviewed and noted. Program Manager will distribute minutes of these meetings to all attendees and other appropriate parties.

16. **DESIGN REVIEW**. Program Manager will review the in-progress design documents solely for adherence to the Project Requirements; but Program Manager shall not review, peer review or otherwise perform any analysis of the in-progress design documents for things such as constructability or code compliance. Program Manager will conduct the in-progress design reviews at the Schematic Design, Design Development, 60% Construction Documents and 100% Construction Documents phases.

17. **DESIGN COMMENTS**. Program Manager's comments will be provided in writing and as notations on the construction documents and will be transmitted to the Owner. Owner shall retain full and final decision-making authority with respect to the Design, despite Program Manager's recommendations.

18. **CONSTRUCTABILITY REVIEW**. Program Manager shall not conduct any facet or aspect of a constructability review beyond providing input to the Owner and Design Consultant relative to the duration of construction. In no way shall this constitute a guarantee, warranty, representation or commitment from Program Manager that Design Consultant's design plans and other contributions to the Construction Documents meet

the Design Consultant's applicable Standard of Care.

19. **UPDATE MASTER SCHEDULE**. During the design, Program Manager will maintain and periodically update the Master Schedule. The updated Master Schedule will be distributed to the Owner, the Design Consultant, and other appropriate parties on the program.

20. **SCHEMATIC DESIGN ESTIMATE**. At the conclusion of the Schematic Design phase Program Manager will provide a Schematic Design Estimate in Cost Model format. This Schematic Design Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances, if any, with the original budget and making recommendations for modifications, if required. Program Manager will be responsible for coordinating and monitoring required modifications of the Design Consultant necessary to attempt to eliminate variances with the budget. Program Manager will inform the Owner in a timely manner as to the status of any required modifications.

21. **DESIGN DEVELOPMENT ESTIMATE**. At the conclusion of the Design Development phase Program Manager will provide a Design Development Estimate in Cost Model format. This Design Development Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances, if any, with the original budget and making recommendations for appropriate modifications, if required. Program Manager will be responsible for coordinating and monitoring required modifications of the Design Consultant necessary to attempt to eliminate variances with the budget. Owner shall retain full and final decision-making authority with respect to Monitor Design Schedule, despite Program Manager's recommendations. Program Manager will inform the Owner in a timely manner as to the status of any required modifications.

22. **CONSTRUCTION DOCUMENT (CD) ESTIMATES**. At the conclusion of the Construction Document phase Program Manager will provide 100% CD Estimate in Cost Model format. This Construction Document Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances, if any, within the original budget and making recommendations for appropriate modifications, if required. Program Manager will be responsible for coordinating and monitoring required modifications of the Design Consultant necessary to attempt to eliminate variances within the original budget. Owner shall retain full and final decision-making authority with respect to Monitor Design Schedule, despite Program Manager's recommendations. Program Manager will inform the Owner in a timely manner of the status of any required modifications.

23. **COST ADJUSTMENT SESSIONS**. Should significant variance be detected on the Schematic Design, Design Development or 100% CD Estimate, Program Manager will immediately conduct cost adjustment sessions with the Design Consultant and the

Owner. At the conclusion of these sessions, Program Manager and Owner will immediately request commitments from the Design Consultant for design adjustments to the documents. Upon submittal of adjusted design documents, Program Manager will immediately prepare a confirmation Schematic Design, Design Development or 100% CD Estimate and report to the Owner and Design Consultant.

24. **COST MONITORING**. Program Manager will monitor the cost of the design in each phase. Program Manager will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as needed basis.

25. **PROJECT STATUS REPORTS**. Program Manager will prepare and distribute a monthly Project Status Report which will include schedule maintenance and construction and cost status reports. The schedule maintenance report will reflect actual progress against schedule progress for the design. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost. Program Manager shall develop and recommend any necessary modifications concerning any deficiencies therein. Program Manager will coordinate and monitor required modifications of the Design Consultant necessary to attempt to eliminate variances from the original budget. Program Manager shall inform the Owner in a timely manner of the status of the required modifications.

26. **PUBLIC RELATIONS ACTIVITIES**. Program Manager will assist the Owner and Design Consultant in public relations activities including preparation of the project information, and attending internal and public meetings.

C. BID AND AWARD PHASE

27. **GENERATE BIDDER INTEREST**. Program Manager will maintain contact with potential bidders on a regular basis throughout the bid period. This includes major subcontractors and suppliers as well as General Contractors. A telephone campaign will be conducted to stimulate and maintain interest in bidding on projects within the Program.

28. **CONTRACTS FOR CONSTRUCTION**. Program Manager will review the Design Consultant's General Conditions and make recommendations for their modification in areas relating to Construction/Program Management as they apply to the specific contract in question. The General Conditions will contain various construction phase time/cost control provisions which, in general, provide better Owner control and options to expedite the construction utilizing the presence of an on-site Construction/Program Manager. The Supplementary Conditions and Special Conditions will be tailored to meet the specific project requirements as approved by the Owner.

29. **PRE-BID CONFERENCE**. In conjunction with the Owner and Design Consultant, Program Manager will conduct pre-bid conference(s). These conferences will be a forum for the Owner, Program Manager and Design Consultant to present the project requirements to the bidders.

30. **REVIEW AND INQUIRIES**. Program Manager will review communications related to Bidder inquiries and seek resolution from the appropriate design team member.

31. **ADDENDA REVIEW**. Program Manager will provide a review of each addendum during the Bid Phase solely for time, cost, or constructability schedule impact, and make appropriate comments or recommendations. In no way shall this constitute a guarantee, warranty, representation or commitment from Program Manager that Design Consultant's design plans, addenda and other contributions to the Construction Documents meet the Design Consultant's applicable Standard of Care.

32. **BID EVALUATION**. Upon receipt of bids, Program Manager will assist the Owner and Design Consultant in the bid opening, evaluate the bids for completeness, full responsiveness and price, including alternate prices and unit prices.

33. **REVIEW OF SYSTEM ALTERNATIVES.** Program Manager, if required because of budgetary reasons, will provide a review of system alternatives to evaluate construction components and to reconcile construction cost overruns. This review will be summarized in report form and distributed to the Owner, the Design Consultant, and other appropriate parties.

34. **CONSTRUCTION CONTRACT NEGOTIATIONS**. Program Manager shall assist the Owner in preparing, negotiating and entering into Trade Contractor's Agreements, and advise the Owner on the qualifications of subcontractors and suppliers proposed by Trade Contractors. All Trade Contractor Agreements shall be between the Owner and Trade Contractors and not between Program Manager and Trade Contractors. The terms and conditions of the Trade Contractor Agreements shall be acceptable to Program Manager. Program Manager will negotiate on behalf of the Owner with the Trade Contractors when negotiation for added or deleted scope is necessary prior to award of contract.

35. **PROJECT STATUS REPORTS**. Program Manager will prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report will reflect actual progress compared with scheduled progress for the Bid and Award Phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost. Program Manager shall develop and recommend any necessary modifications concerning any deficiencies therein. Program Manager will coordinate and monitor

required modifications of the Design Consultant and/or General Contractor necessary to attempt to eliminate variances from the original budget. Program Manager shall inform the Owner in a timely manner of the status of the required modifications.

D. CONSTRUCTION PHASE

36. **PRE-CONSTRUCTION CONFERENCE.** Program Manager and Owner will conduct, in conjunction with the Design Consultant, a pre-construction orientation conference for the benefit of the successful General Contractors. It will serve to orient the General Contractors to the various reporting procedures and site rules prior to the commencement of actual construction.

37. **CONTRACT MANAGEMENT.** Under Contract Management Program Manager shall be responsible for the coordination and management of the Design Consultant and/or General Contractors for the projects within the Program, and shall make a diligent effort to keep the Owner fully apprised whether or not the Design Consultant and/or General Contractors are complying with the contract terms including, but not limited to, schedule and budget.

    As will be called for in the contract between Owner and the Design Consultant, the Design Consultant has sole, total, exclusive, primary and final responsibility for contract administration and shall visit the site as necessary, in accordance with Design Consultant's applicable standard of care, to determine in general if the work is being performed in a manner indicating the work when completed will be in accordance with the contract documents. The Design Consultant will make final decisions on whether particular portions of work conform to plans and specifications.

38. **CONSTRUCTION SCHEDULE.** Program Manager will review the Contractor's development of its detailed construction schedule within the framework of the submitted Master Schedule. Program Manager will receive the detailed Construction Schedule from the Contractors and, when approved by the Design Consultant, distribute the detailed Construction Schedule to the Contractors, the Owner, the Design Consultant and other appropriate parties. This schedule will be the basis for all future reports reflecting scheduled progress versus actual project progress during the Construction Phase. Owner shall retain full and final decision-making authority with respect to the Construction Schedule, despite Program Manager's recommendations.

39. **SCHEDULE OF VALUES.** Program Manager will review and reconcile the Contractor's Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

40. **SUBMITTAL PROCEDURES**. Program Manager will establish and implement procedures for submittals, change orders, Applications and Certificates for Payment and other procedures; and maintain logs, files, and other necessary documentation. Program Manager shall not approve or deny said submittals; but shall review them merely to determine whether said submittals are in a complete, final and acceptable format sufficient for transmittal to the Design Consultant and Owner for their review and approval pursuant to the Contract Documents.

41. **JOB SITE MEETING**. Program Manager will conduct periodic job site progress meetings with the General Contractors, will report to the Owner and will distribute minutes to all attendees, the Owner, the Design Consultant, and all other appropriate parties.

42. **CONSTRUCTION OBSERVATION**. Program Manager is not a guarantor of the Work or of the Program or of the various Projects with the Program. Program Manager is not being retained as a Program Manager at Risk or as a Clerk of the Works, and neither the overall Program nor the various Projects within the Program are turn-key operations. Design Consultant has primary construction inspection/construction observation/construction administration/contract administration responsibility under its contract(s) with Owner. Program Manager's construction observation obligations are secondary to those of Design Consultant. Owner acknowledges and takes into account the fact that Program Manager does not have a contract with General Contractors or Design Consultants and, as such, cannot direct their respective means and methods, forces, personnel, subcontractors and subconsultants. Program Manager cannot force those parties with which it has no contract to perform any acts they are not willing to perform. Forcing Owner-desired action out of General Contractor and/or Design Consultant is up to Owner. As Owner's representative, Program Manager shall endeavor to determine in general whether the Work is being performed in accordance with the requirements of the respective Construction Contractor Agreements, endeavoring to guard the Owner against defects and deficiencies in the Work. Program Manager is not being retained to perform quality control or quality assurance inspections on the Work, and Program Manager shall not be held liable or attempted by Owner to be held liable for Design Consultant's or Construction Contractors' performance.

    Program Manager will visit the site to perform construction observation on a bi-weekly basis.

43. **NON-CONFORMING WORK**. Program Manager will, in conjunction with the Design Consultant, make recommendations for corrective action on observed non-conforming work. Program Manager shall not have control over or charge of acts or omissions of the Contractors or their subcontractors, agents or employees, or any other persons performing portions of the Work not directly employed by Program Manager. Program

Manager shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Trade Contractors, since these are solely the Contractors' responsibilities. Program Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents.

44. **EXERCISE OF CONTRACT PREROGATIVE**. Program Manager will advise the Owner and make recommendations to the Owner for exercising the Owner's contract prerogative, such as giving the Contractors notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor's failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance. Owner shall retain full and final decision-making authority with respect to its Exercise of Contract Prerogative, despite Program Manager's recommendations.

45. **CONSTRUCTION PROGRESS REVIEW**. Program Manager, in addition to the Design Consultant, will review and monitor the pace and progress of construction with the Contractors, observe work in place and properly stored materials and on a monthly basis solely in order to evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data to update the monthly progress report which will be prepared and distributed to the Contractors, the Owner, Design Consultant and other appropriate parties. This report will reflect the Trade Contractor's contractual progress, will be the basis for the monthly progress payment to the Contractors and will indicate to the Owner when notices to the Contractors for acceleration of the Work and the Owner prerogatives are appropriate.

46. **MONTHLY CONSTRUCTION SCHEDULE UPDATES**. Program Manager will prepare and distribute monthly construction schedule updates. After an evaluation of the actual progress as observed by Program Manager; schedule activities will then be assigned percentage-complete values in conjunction with the General Contractors. The report will reflect actual progress as compared to schedule progress noting variances (if any) as negative float. This report will also be the basis for determining implementation of certain Owner prerogatives concerning progress of the Project, when required.

47. **RECOVERY SCHEDULE**. Program Manager shall assist the General Contractors in preparing a Recovery Schedule and shall monitor the implementation of same. This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Contractors to recapture the lost time and complete the Work in accordance with the Contract Completion Dates. This Recovery Schedule will be distributed to the General Contractors, the Owner, Design Consultant and other appropriate parties.

48. **MONTHLY CONSTRUCTION PAYMENT**. Program Manager will review and make

recommendations pertaining to monthly progress payment to each General Contractor. The results of this activity will be an integral part of the monthly progress report updates.

A Pay Request Form will be prepared and approved by Program Manager and attached to the Application and Certificate for Payment prepared by the General Contractors and which is executed by both the Design Consultant and General Contractors, all of which will be transmitted to the Owner for use in the Owner's internal accounting system payment to the General Contractors.

The recommendation for payment of a Trade Contractor's application for payment shall not be a representation that Program Manager has:

a. made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;
b. reviewed construction means, methods, techniques, sequences or procedures for the Trade Contractor's Work;
c. reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Trade Contractor's right to payment; or
d. ascertained how or for what purpose the Trade Contractor has used money previously paid.

Owner, shall retain full and final decision-making authority with respect to Monthly Construction Payment, despite Program Manager's recommendations.

49. **MONTHLY CONSTRUCTION PAYMENT REPORTS**. Program Manager will prepare and distribute the monthly construction payment reports which will be an integral part of the monthly progress report. This report will reflect the total construction contract price, Trade Contractor's progress payment(s) to date, current payment requested, retainage, and actual amount owed for the current period.

50. **EVALUATE PROPOSAL COST**. Program Manager will evaluate the Trade Contractor's proposal cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.

51. **CHANGE ORDER PROCESSING SYSTEM**. Program Manager will establish and implement a Change Order processing system. Program Manager will neither approve nor reject Change Orders; this is within the province of the Design Consultant and Owner. Owner shall retain full and final decision-making authority with respect to approval and rejection of Change Orders, despite Program Manager's recommendations.

52. **NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS**. Should Owner and Design Consultant approve a Change Order Request, Program Manager will then negotiate change order costs and time extensions on behalf of the Owner. Program Manager will advise the Owner of acceptability of price and time extension prior to the execution of any change order.

53. **FORCE ACCOUNT RECORDS**. In instances when the change order work is to be done on a time and material basis, and when approved by the Owner as an Additional Service, Program Manager will maintain force account records on a daily basis to determine the actual work and time required for the work.

54. **CHANGE ORDER REPORTS**. Program Manager will prepare and distribute Change Order reports on a monthly basis throughout the Construction Phase. This report will provide Change Order information pertaining to proposed and executed Change Orders and their effect on the contract price as of the date of the report.

55. **TRADE CONTRACTOR CLAIMS**. Program Manager will perform a preliminary evaluation of the contents of the claim and obtain factual information concerning the claim. Program Manager will analyze claims for extension of time and for impact cost, using the schedule report. Program Manager will prepare estimates based on the alleged cause of claims submitted by the Trade Contractors and will prepare alternate estimates based on varying scenarios of the claim cause. These estimates will be transmitted to the Owner for potential use in claim rulings and negotiations. Program Manager will make a final recommendation to the Owner concerning settlement or other appropriate action. If desired, Program Manager will negotiate claims with the Trade Contractors on behalf of the Owner at the Owner's instructions. Owner shall retain full and final decision-making authority with respect to Trade Contractor Claims, despite Program Manager's recommendations.

56. **PROJECT STATUS REPORTS**. Program Manager will prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports and claims reports. The schedule maintenance report will reflect actual progress against scheduled progress for the construction phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted Project cost.

57. **SUBSTANTIAL COMPLETION**. In addition to the Design Consultant, Program Manager will make a determination of the remaining work necessary for Substantial Completion, and notify the Design Consultant of any observed deficiencies. Program Manager will be responsible for coordinating and monitoring any necessary actions of the Trade Contractors and/or Design Consultant required to implement and correct any deficient

or incomplete work. When incomplete work or defective work has been remedied, Program Manager will advise the Owner of acceptability of Project completeness and advise as to issuance of a Certificate of Substantial Completion. In the event of remaining incomplete items, Program Manager will, upon the Owner's concurrence, recommend issuance of a Certificate of Substantial Completion with exceptions noted. Owner shall retain full and final decision-making authority with respect to Substantial Completion and with respect to its occupancy and use of the Work and Project, despite Program Manager's recommendations

58. **FINAL COMPLETION**. Program Manager, in conjunction with the Design Consultant, will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, make a report to the Owner which will indicate whether Program Manager and the Design Consultant find the Work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the Trade Contractors.

59. **OWNER START-UP.** Program Manager, with the Owner's maintenance personnel, shall direct the checkout of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.

60. **DELIVERY OF MANUALS, ETC.** Program Manager shall collect and deliver to the Owner the guarantees, affidavits, releases, bonds and waivers from Trade Contractors and any keys, manuals, record drawings and maintenance stocks Program Manager receives from the Trade Contractors.

61. **OCCUPANCY PERMIT**. Program Manager will assist the Owner in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities and securing corrective action.

62. **OCCUPANCY PLAN/SCHEDULE**. Program Manager will prepare an occupancy plan which will include a schedule indicating critical interfaces for relocation of furniture, equipment, new furniture and equipment and the relocation of the Owner's personnel. This schedule will be distributed to the moving contractors, the Owner's affected departments, and other appropriate parties. In addition Program Manager will be responsible for the management of the procuring and the placement of all furniture, fixtures and equipment.

63. **FINAL PROJECT REPORT**. At the conclusion of the project, Program Manager will prepare final Project accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes any items which are not

self-explanatory.

64. **WARRANTY**. Coordination and monitoring of all warranty related issues for each project in the building program through the one (1) year warranty period shall be done on an hourly rate basis and is not a part of Basic Services.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2023

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Sharon Brubaker **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED VOLKINC Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile AL 36602	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** Everest National Insurance Company 10120 **INSURER C :** Evanston Insurance Company 35378 **INSURER D :** New Hampshire Insurance Company 23841 **INSURER E :** Allied World Surplus Lines Insurance Co 24319 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1219109772 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			9894987	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2970073	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 3,000,000 $ $ $ $
B C	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			XC3CU00031231 MKLV2EUE101592	4/1/2023 4/1/2023	4/1/2024 4/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		80878262	4/1/2023	4/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liab incl Poll. Liab.			03129811	7/28/2023	4/1/2024	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project Number : CC-034D-22 Project Name: Mobile Civic Center Project Management.
City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36633-0000

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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Company ID Number: 105558

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Volkert & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

Company ID Number: 105558

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 105558

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Volkert & Associates, Inc.**

Company Facility Address: **3809 Moffett Rd**
Mobile, AL 36618

Company Alternate Address: **P.O. Box 7434**
Mobile, AL 36670

County or Parish: **MOBILE**

Employer Identification Number: **630247014**

North American Industry Classification Systems Code: **541**

Parent Company: **Volkert & Associates, Inc.**

Number of Employees: **500 to 999**

Number of Sites Verified for: **24**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSOURI 1 site(s)
- ALABAMA 6 site(s)
- FLORIDA 6 site(s)
- VIRGINIA 1 site(s)
- GEORGIA 2 site(s)
- ILLINOIS 1 site(s)
- TENNESSEE 2 site(s)
- NORTH CAROLINA 1 site(s)
- MISSISSIPPI 2 site(s)
- LOUISIANA 2 site(s)

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

Name: **Holly W Gibney**

Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer Volkert & Associates, Inc.

Holly Gibney	HR Mgr
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**03/07/2008**
Signature	Date

Alabama Secretary of State

Volkert & Associates, Inc.	
Entity ID Number	000 - 142 - 289
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Merged
Merged Date	12/31/1996
Merged Into	Volkert, Inc.
Place of Formation	Mobile County
Formation Date	03/27/1991
Registered Agent Name	ZOGHBY, THOMAS A
Registered Office Street Address	3809 MOFFETT ROAD MOBILE, AL 36618
Registered Office Mailing Address	Not Provided
Nature of Business	GENERAL ENGINEERING BUSINESS
Capital Authorized	$10,000
Capital Paid In	---

Incorporators	
Incorporator Name	FOSTER, CLIFFORD III
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1991 1992 1993 1994 1995 1996

Scanned Documents

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Document Date / Type / Pages	03/27/1991 Certificate of Formation 5 pgs.

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21-901 **2023**

RESOLUTION

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

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract, A copy of said executed agreement will be on file in the office of the City Clerk.

Name of company:	Volkert, Inc.
COM project name:	Agreement for Professional Program Management Services Between City of Mobile and Volkert, Inc.
COM project number:	CC-034D-22
Contract amount:	$945,259.47

ADOPTED:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution to adopt the allocation provided by ADECA for the CDBG-DR Planning award	Cover Memo	8/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	8/9/2023 - 4:59 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:08 PM

2023

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile receives grant funds from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program under Title I of the Housing and Community Development Act of 1974, as amended. The CDBG Program is designed to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) has been awarded Community Development Block Grant-Disaster Recovery funds under the Disaster Relief Supplemental Appropriations Act of 2022 (Public Law 117-43); and

WHEREAS, ADECA has been directed by HUD to utilize the majority of their CDBG-DR funds in designated locations that have been identified as most impacted and distressed areas with regard to hurricanes Sally and Zeta in 2020; and

WHEREAS, the City of Mobile was identified by ADECA through its disaster needs analysis as being the most concentrated area impacted and distressed by these storms and the City staff that administers HUD funds has been verified to have the capacity to carry out CDBG-DR programs and projects directly; and

WHEREAS, prior to the distribution of project and program funds to the City of Mobile, ADECA requires all subrecipients to participate in a Local Recovery Planning Program to further assess local disaster recovery needs and plan for potential project types for implementation; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the CDBG-DR Planning Budget is hereby adopted. Said Planning Budget shall direct resources to identify disaster related needs of affected vulnerable and potentially vulnerable populations as they relate to hurricanes Sally, Zeta, and other potential storms of this nature. All CDBG-DR funds

provided for recovery from hurricanes Sally and Zeta shall be adopted locally into the City of Mobile's Comprehensive HUD Action Plan as part of its first installment within the City's overall five-year 2023-2027 Consolidated Housing and Community Development Plan. This adoption will include all HUD and City Council approved Citizen Participation and Substantial Amendment requirements.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is to act on behalf of the City of Mobile in the filing of the Local Recovery Plan with the Alabama Department of Economic and Community Affairs, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds through ADECA. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Administrative Agreements, and associated security documents on behalf of the City in accordance with the table below to reflect the planning allocation:

Line Item	Cost Type	Total
Salaries and Fringe Benefits	Planning	$237,986.58
Operating Costs	Planning	$8,905.00
Professional Services	Planning	$749,288.64
Other (Travel Costs)	Planning	$3,819.78
Total	**Planning**	**$1,000,000.00**

A copy of this Amendment shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Deputy Director Carleen Stout-Clark, Real Estate Asset Management

Sponsored by:

Mayor Stimpson and Councilmember Ben Reynolds

Purpose and Scope of Project:

Authorize the purchase of 4231 Shipyard Road, Mobile, Alabama, 36619, with GOMESA grant funds in the amount of $775,000.00. Purchase contingent on receipt of GOMESA grant funds from the Alabama Department of Conservation and Natural Resources.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/10/2023
Cover Letter	Cover Memo	8/10/2023
Purchase and Sale Agreement	Exhibit	8/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	8/10/2023 - 11:28 AM
Legal	Kern, Chris	Approved	8/10/2023 - 1:41 PM
Legal	Kern, Chris	Approved	8/10/2023 - 1:41 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:07 PM

2023

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to execute Purchase and Sale Agreement and to accept the Deed for the acquisition of 6.09± acres of land, a small cottage and workshop/shed, commonly known as 4231 Shipyard Road, Mobile, Alabama 36619, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of $775,000.00.

Said property is being conveyed to the City of Mobile by CHARLES C. HINTON, JR., a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and JOSEPH LEE HINTON, a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and SHARON HINTON ANDERSON, a married woman, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and DANE ERIC HINTON, a married man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased. and is to be used to accommodate conservation habitat goals and public recreational space in accordance with that certain Project Funding Agreement between State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile.

Be it resolved that the Executive Director of Finance be and is authorized and directed to request acquisition funds from the Gulf of Mexico Energy Security Act of 2006 (GOMESA) in the amount of the sales price less prorate share of property taxes payable to Title Company, Pierce Ledyard, PC.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

_____

City Clerk

Exhibit A

4231 Shipyard Road Mobile, AL 36619

KEY NO. - 001136087
PARCEL NO – 33 06 39 0 003 025

LEGAL DESCRIPTION: FROM A POINT WHERE THE EAST AND WEST HALF SECTION LINE OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS THE WEST LINE OF THE L&N RAILROAD RIGHT-OF-WAY RUN NORTH 28 DEGREES 21' 47" EAST, ALONG SAID WEST LINE, 3,054.65 FEET; THENCE SOUTH 61 DEGREES 38' 13" EAST, 100 FEET TO AN OLD IRON PIN ON THE EAST LINE OF THE L&N RAILROAD FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING LOCATED APPROXIMATELY 2,800 FEET NORTHEASTWARDLY FROM THE INTERSECTION OF THE EAST LINE OF THE L&N RAILROAD WITH THE SOUTH LINE OF THE ELEPHANT BEEBE TRACT; THENCE SOUTH 28 DEGREES 21' 47" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE L&N RAILROAD, 198.55 FEET TO A POINT; THENCE NORTH 67 DEGREES 48' EAST, ALONG THE NORTHERLY LINE OF THE LONG PROPERTY, 373.83 FEET TO A POINT; THENCE SOUTH 82 DEGREES 30' EAST, ALONG THE NORTHERLY LINE OF THE LONG PROPERTY, 87.95 FEET; THENCE NORTH 65 DEGREES 29' 35" EAST, ALONG THE NORTHERLY LINE OF THE LONG PROPERTY, 160 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF HALLS MILL CREEK; THENCE NORTHWARDLYLY AND WESTWARDLY, ALONG THE MEANDERS OF THE CREEK 1320 FEET MORE OR LESS TO THE EAST LINE OF THE L&N RAILROAD RIGHT-OF-WAY; THENCE SOUTHWARDLY ALONG SAID EAST LINE, 1026 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

August 10, 2023

Dear Councilmembers:

The purpose of this resolution is to approve acquisition of 6.09+ acres of land, a small cottage and workshop/shed, commonly known as 4231 Shipyard Road, Mobile, Alabama 36619. Funding for this project is supported in full by the Gulf of Mexico Energy Security Act of 2006 (GOMESA) in the amount of the sale price, $775,000.00, less prorate share of property taxes. The property will accommodate conservation habitat goals and public recreational space as required by the funding agency, the Alabama Department of Conservation and Natural Resources commonly referred to as ADCNR.

The purchase of this property is contingent upon receipt from ADCNR of GOMESA grant funding.

I look forward to continued communication on this important project. Please do not hesitate to call with any questions. I can be reached at 251-208-7492 or via email at carleen.stout@cityofmobile.org.

Respectfully,

Carleen Stout
Deputy Director
Real Estate Asset Management

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 by and between **CHARLES C. HINTON, JR.,** a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and **JOSEPH LEE HINTON,** a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and **SHARON HINTON ANDERSON,** a married woman, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and **DANE ERIC HINTON**, a married man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, pursuant to the power of sale contained therein, which Will was duly admitted to Probate in the Probate Court of Mobile County, Alabama, and recorded in Will Book 280, Page 1183, hereinafter referred to as "**Sellers**" and, **CITY OF MOBILE**, a Municipal Corporation, hereinafter referred to as "**Buyer**";

RECITALS:

WHEREAS, Buyer submitted offer letter which was accepted July 12, 2023;

WHEREAS, Purchase Price for property stated herein is from an award of funding from the Gulf of Mexico Energy Security Act of 2006 hereinafter referred to as "GOMESA" from the State of Alabama Department of Conservation and Natural Resources hereinafter referred to as "ADCNR."

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council;

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Sellers promise to sell and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Sellers and situated in Mobile in Mobile County, Alabama, an approximately 6.09± acre lot with small cottage and workshop/shed on the property, commonly known as 4231 Shipyard Road, Mobile, AL 36619 and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. **PURCHASE PRICE**

The total Purchase Price for the property at 4231 Shipyard Road, Mobile, AL 36619 shall be SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 ($775,000.00) DOLLARS.

2. **TERMS OF PAYMENT**

Buyer shall pay to Sellers in cash at the closing of said Purchase and Sale the sum of SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 ($775,000.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. **EARNEST MONEY**

Within five (5) days of full execution of this contract, Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith.

Said funds to be deposited in escrow with Pierce Ledyard, PC, 3801 Airport Blvd, Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Sellers. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Sellers' election, or alternatively, Sellers may retain such deposits as part payment of the purchase price and pursue Sellers' legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Sellers regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Pierce Ledyard, PC 3801 Airport Blvd, Mobile, AL 36608 on or before seven (7) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"). **Sellers shall provide the Warranty Deed. Buyer shall pay to record the deed**. In the event Buyer does not close on the property, Buyer shall make available to Sellers any additional engineering performed on the property. Buyer shall pay any closing fee charged by the title company. Each party shall be responsible for its cost of legal representation, if any. J.W. Real Estate will provide listing agreement as representing the Sellers and will be paid by Sellers as agreed in listing agreement at the time of closing.

5. TITLE AND CONVEYANCE

At the closing, Sellers shall convey to Buyer by Warranty Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

(a) Current ad valorem taxes not yet due and payable at the time of closing.

(b) Buyer hereby agrees that the responsibility for payment of any taxes or assessments associated with the GOMESA Grant from ADCNR will be the Buyer's obligation and shall be identified under the appropriate Tax Identification Number.

(b) Standard exceptions of title insurance commitments issued within the State of Alabama.

6. COMMITMENT FOR TITLE INSURANCE

Within thirty (30) days from the date of the complete execution of this Agreement, Buyer, at Buyer's expense, shall obtain commitment for title insurance from Pierce Ledyard, PC, in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the exceptions described in Paragraph 5 above.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer satisfying himself to the following:

I. <u>Due Diligence</u>

Buyer shall have ninety (90) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable, at Buyer's sole discretion, Buyer shall notify Sellers in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before

the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Sellers on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Sellers nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

Sellers shall grant Buyer or Buyer's agent the right to go upon the subject property and conduct surveys, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

Within three (3) days of this executed contract, Sellers will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

8. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Sellers. At closing Sellers shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

9. DISCLAIMER

Neither Buyer nor Sellers has relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

10. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

11. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Sellers and the Buyer, all other Purchase and Sale Agreements between Sellers and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

12. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Sellers:		Copy to:
Charles C. Hinton, Jr. 5800 Old Rangeline Rd. Theodore, AL 36582	Joseph Lee Hinton 7281 Jeff Glaze Circle Mobile, AL 36619	JW Real Estate Kennon Henderson 3800 Gulf Shores Pkwy, Suite 106 Gulf Shores, AL 36542
Sharon Hinton Anderson 9748 Woolrich Ave. Fairhope, AL 36532	Dane Eric Hinton 3035 Roxburgh Dr Roswell, GA 30076	

To the Buyer:

City of Mobile, Real Estate Dept.
P.O. Box 1827, 4th Floor
Mobile, AL 36633-1827

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

14. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Sellers without proration.

15. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

The Buyer as Grantee of the GOMESA funds from ADCNR, shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of the grant agreement with ADCNR of the GOMESA grant funds. The Buyer shall procure all applicable federal, state, and local permits and shall pay all said fees. Buyer further agrees and acknowledges that the ADCNR is relying upon the Buyer to maintain compliance with all provisions of GOMESA in connection with this acquisition and related activities and expenditures.

16. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

17. TIME

Time is of the essence with this Agreement.

18. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Sellers. 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.

19. NON-DISCRIMINATION.

Buyer 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.

20. IMMIGRATION.

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

21. SELLERS' REPRESENTATIONS, WARRANTIES.

Sellers represent and warrant that:

(i) Sellers are the sole owner of the property and will execute all necessary contracts to transfer ownership upon approval of City Council.

(ii) There are no restrictive covenants or easements, except as provided in (vii) below, affecting the Property which would prevent Buyer's use of the property;

(iii) Sellers are aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor has Sellers' knowledge that any such action is presently contemplated;

(iv) To the best of Sellers' knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;

(v) To the best of Sellers' knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property;

(vi) To the best of Sellers' knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

----------SIGNATURE PAGES TO FOLLOW----------

X _____
JOSEPH LEE HINTON

X _____
JOSEPH LEE HINTON, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased
Date 8/8/23

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Joseph Lee Hinton,** whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of August, 2023.

BETH G. SEALY NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public
My Commission Expires: 4/3/27

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Joseph Lee Hinton, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr.,** deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of August, 2023.

BETH G. SEALY NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
Notary Public
My Commission Expires: 4/3/27

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLERS:

X Charles C. Hinton Jr.
CHARLES C. HINTON, JR.

X Charles C. Hinton Jr.
CHARLES C. HINTON, JR., as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Charles C. Hinton, Jr.,** whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of August, 2023.

BETH G. SEALY NOTARY PUBLIC ALABAMA STATE AT LARGE

Beth G Sealy
Notary Public

My Commission Expires: 4/3/27

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Charles C. Hinton, Jr., as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr.,** deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of August, 2023.

BETH G. SEALY NOTARY PUBLIC ALABAMA STATE AT LARGE

Beth G Sealy
Notary Public

My Commission Expires: 4/3/27

X Sharon Hinton Anderson
SHARON HINTON ANDERSON

X Sharon Hinton Anderson
SHARON HINTON ANDERSON, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased
Date 8/8/23

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Sharon Hinton Anderson,** whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of August, 2023.

BETH G. SEALY NOTARY PUBLIC ALABAMA STATE AT LARGE

Beth G Sealy
Notary Public

My Commission Expires: 4/3/27

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Sharon Hinton Anderson, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr.**, deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of August, 2023.

BETH G. SEALY NOTARY PUBLIC ALABAMA STATE AT LARGE

Beth G Sealy
Notary Public
My Commission Expires: 4/3/27

X_____
DANE ERIC HINTON

X_____
DANE ERIC HINTON, as Co-Personal Representative
under the Last Will and Testament of Charles C. Hinton, Sr., deceased
Date 8/7/2023

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Dane Eric Hinton**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 7th day of August, 2023.

RAMANA DODDLA NOTARY PUBLIC EXPIRES GEORGIA January 18, 2026 FULTON COUNTY

_____
Notary Public

My Commission Expires: 1-18-2026

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Dane Eric Hinton, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr.**, deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

BUYER: CITY OF MOBILE, A MUNICIPAL CORPORATION

BY_____date___/___/2023
William S. Stimpson
As Its Mayor

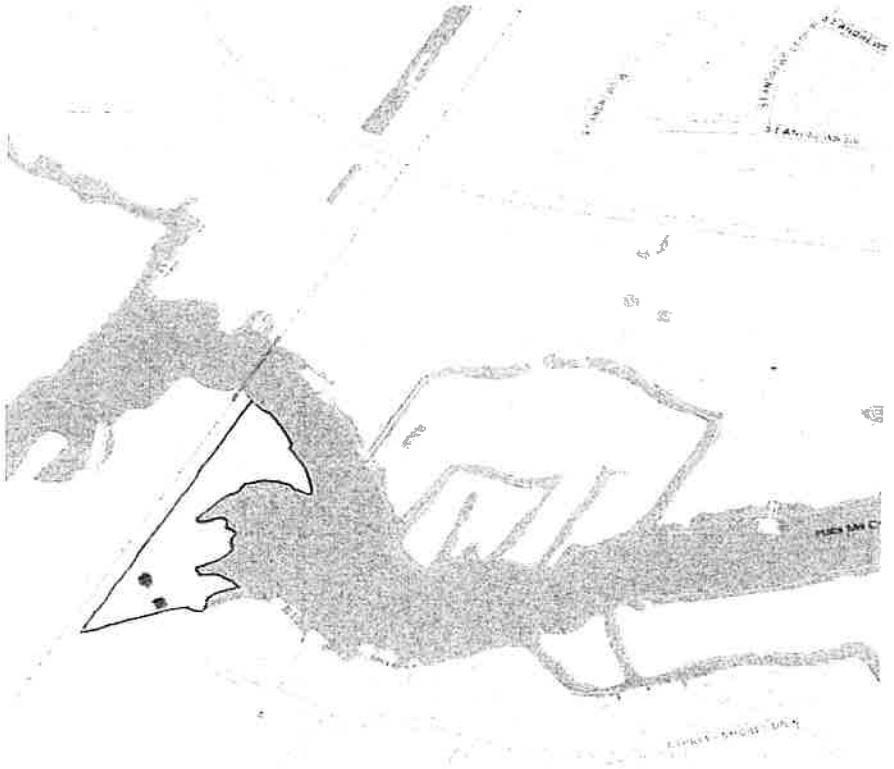
ATTEST:_____
City Clerk

Exhibit A

4231 Shipyard Road Mobile, AL 36619

KEY NO. - 001136087
PARCEL NO – 33 06 39 0 003 025

LEGAL DESCRIPTION: FROM A POINT WHERE THE EAST AND WEST HALF SECTION LINE OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS THE WEST LINE OF THE L&N RAILROAD RIGHT-OF-WAY RUN NORTH 28 DEGREES 21' 47" EAST, ALONG SAID WEST LINE, 3,054.65 FEET; THENCE SOUTH 61 DEGREES 38' 13" EAST, 100 FEET TO AN OLD IRON PIN ON THE EAST LINE OF THE L&N RAILROAD FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING LOCATED APPROXIMATELY 2,800 FEET NORTHEASTWARDLY FROM THE INTERSECTION OF THE EAST LINE OF THE L&N RAILROAD WITH THE SOUTH LINE OF THE ELEPHANT BEEBE TRACT; THENCE SOUTH 28 DEGREES 21' 47" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE L&N RAILROAD, 198.55 FEET TO A POINT; THENCE NORTH 67 DEGREES 48' EAST, ALONG THE NORTHERLY LINE OF THE LONG PROPERTY, 373.83 FEET TO A POINT; THENCE SOUTH 82 DEGREES 30' EAST, ALONG THE NORTHERLY LINE OF THE LONG PROPERTY, 87.95 FEET; THENCE NORTH 65 DEGREES 29' 35" EAST, ALONG THE NORTHERLY LINE OF THE LONG PROPERTY, 160 FEET, MORE OR LESS, TO THE SOUTHWESTERLY MARGIN OF HALLS MILL CREEK; THENCE NORTHWARDLYLY AND WESTWARDLY, ALONG THE MEANDERS OF THE CREEK 1320 FEET MORE OR LESS TO THE EAST LINE OF THE L&N RAILROAD RIGHT-OF-WAY; THENCE SOUTHWARDLY ALONG SAID EAST LINE, 1026 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/6/2023 - 2:30 PM

STATE OF ALABAMA
COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT OF WAY

WHEREAS **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS,** an unmarried woman, and **CHELSEA LAUREN FENTON,** a married woman, joined herein by her husband, **DANIEL JOSEPH LAWRENCE,** constitute all of the abutting landowners surrounding an unused alley right-of-way in the City of Mobile, Mobile County, Alabama, said alley right-of-way being more particularly described as follows, to-wit:

> COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

WHEREAS, a survey of said alley right-of-way is attached hereto as Exhibit A; and,

WHEREAS, said right-of-way constitutes an unused alley that serves no public purpose since a portion of said alley abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON,** and **DANIEL JOSEPH LAWRENCE** desire to vacate said alley right-of-way, have requested the City of Mobile to vacate same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alley and right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 345 SF – area to be vacated; 7814 SF – Vallas tract; 9319 SF – Walters tract; 6443 SF – Fenton tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $31,500 – Vallas tract; $42,000 – Walters tract; $42,000 – Fenton tract; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said alley right of way as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON**, and **DANIEL JOSEPH LAWRENCE**, declare the following described right of way of Grand Boulevard to be, and is hereby, vacated:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described alley right of way so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

By: _____
Jordan Vallas
Date: 03/23/2023

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **Jordan Vallas**, whose name is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 23 day of March, 2023.

_____
NOTARY PUBLIC
My Commission Expires: Feb. 3, 2025

Grantor's/Grantee's Addresses:

AMBER HIGHTOWER DEDEAUX
MY COMMISSION EXPIRES
FEBRUARY 3, 2025
NOTARY PUBLIC
STATE OF ALABAMA

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

By: Chelsea L Fenton Daniel Lawrence
CHELSEA LAUREN FENTON, and **DANIEL JOSEPH LAWRENCE**
Date: January 23, 2022

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **CHELSEA LAUREN FENTON**, and **DANIEL JOSEPH LAWRENCE**, whose name is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 23 day of January 2022.

Leslie M Johnson
NOTARY PUBLIC
My Commission Expires

LESLIE M. JOHNSON
My Commission Expires
August 13, 2022

Grantor's/Grantee's Addresses:

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

By: _____
ELIZABETH S & DAVID WALTERS
Date: 3.23.23

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **ELIZABETH S & DAVID L WALTERS**, whose name is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 23 day of March, 2023.

_____
NOTARY PUBLIC
My Commission Expires: 2/3/25

Grantor's/Grantee's Addresses:

RESOLUTION ASSENTING TO VACATION
OF A PORTION OF AN UNUSED ALLEY RIGHT-OF-WAY

WHEREAS, it having been made known to the City Council of the City of Mobile that:

The WHEREAS, **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON,** and **DANIEL JOSEPH LAWRENCE,** constitute all of the abutting landowners surrounding an unused alley right-of-way in the City of Mobile, Mobile County, Alabama, said alley right-of-way being more particularly described as follows, to-wit:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

WHEREAS, said right-of-way constitutes an unused alley that serves no public purpose since a portion of said alley abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, it has been shown to the satisfaction of the Mobile City Council **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON,** and **DANIEL JOSEPH LAWRENCE** are the only owner of lands abutting said abandoned alley portion; and,

JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON, and **DANIEL JOSEPH LAWRENCE** desire to vacate said unused alley portion described above, have requested the City of Mobile to vacate same, and have provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON,** and **DANIEL JOSEPH LAWRENCE** have now submitted a request to the City of Mobile to vacate said unused alley portion more particularly described herein, being a

public street lying with the city limits of the City of Mobile, Alabama, pursuant to *Code of Alabama* § 23-4-20, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said unused alley portion more particularly described herein is not needed as a public right-of-way in the City of Mobile, Alabama, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 345 SF – area to be vacated; 7814 SF – Vallas tract; 9319 SF – Walters tract; 6443 SF – Fenton tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $31,500 – Vallas tract; $42,000 – Walters tract; $42,000 – Fenton tract; and,

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, pursuant to § 23-4-20 of the *Code of Alabama* (1975), as amended, that the following described right of way of Royal Street is hereby vacated:

> COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

Notice of this Resolution shall be published once in a newspaper in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the _____ day of _____, 2023, in Mobile, Alabama.

Exhibit A:

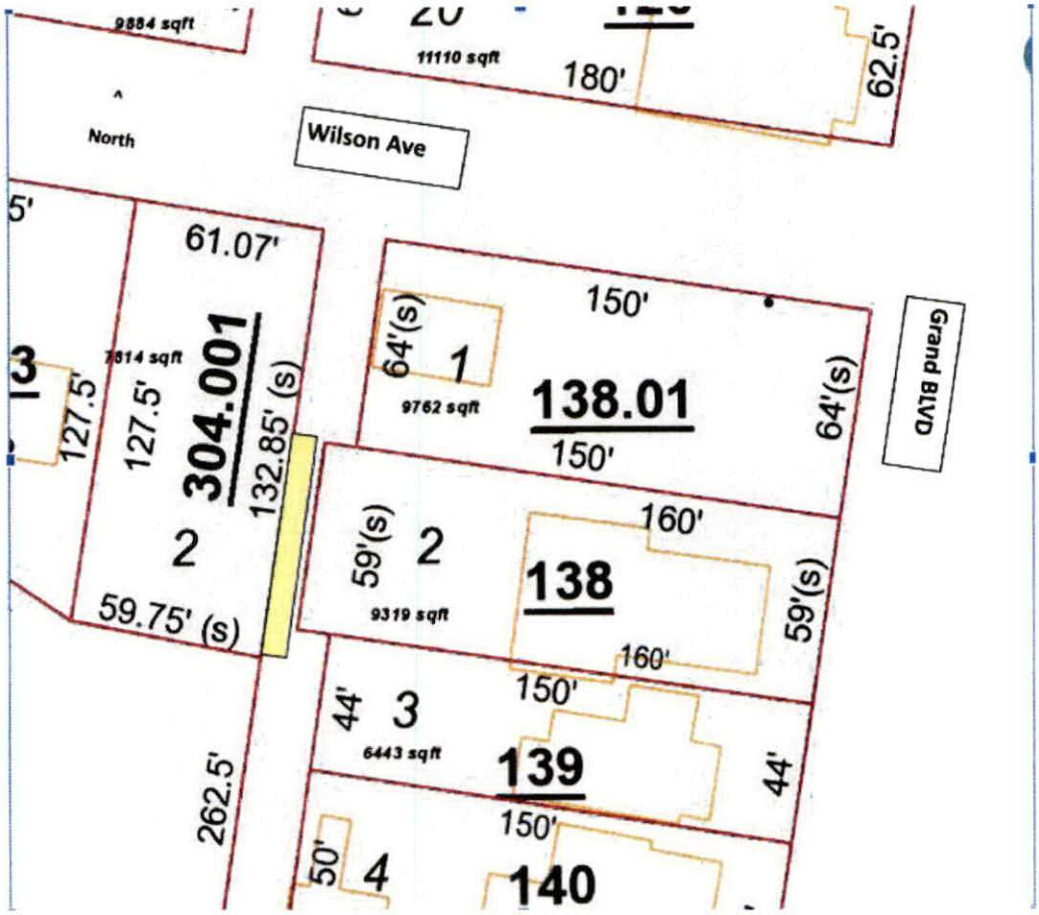


Exhibit B:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING

May 3, 2022

Jordan Vallas
2411 Wilson Ave.
Mobile, Alabama 36607

Alabama Power

Re: Vacation of Alley Wilson Ave.

Dear Mr. Vallas,

Reference is made to your letter of December 30, 2021 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced area, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett

Blake Jarrett
Corporate Real Estate

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

June 15, 2022

Jordan Vallas

Dear Mr. Vallas,

This letter is written in response to your letter of June 14, 2022 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of December 30, 2021. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 18, 2022

Mr. Jordan Vallas
2411 Wilson Avenue
Mobile, Alabama 36607

RE: Request to Vacate a 10' x 65' portion of the City Alley between the addresses of 2411 and 2407 Wilson Avenue, South side of Wilson Avenue
Section 17, T4S-R1W

Dear Mr. Vallas:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

November 20, 2020

Vallas Realty, Inc.
2600 Dauphin Street
Mobile, AL 36606

RE: Vacation of Alley Adjacent to 2411 Wilson Avenue

ATTN: Mr. John Vallas

Dear Mr. Vallas:

I have reviewed the documents that were provided to us and the portion of our GIS system covering that area. Based on that review, I found that we do not have any facilities in the alley proposed for vacation. Therefore, based on these findings, we approve the vacation of the referenced alley off of Wilson Avenue.

Please feel free to contact me at (251) 281-7550, if you require further assistance.

Sincerely,
Spire Energy Corporation

Richard Jay

Area Manager | Construction Engineering
Gulf Coast, MS & AL State Operations

Spire Energy Corporation – 2828 Dauphin St. – Mobile, AL 36606 – 251-450-4789 - richard.jay@spireenergy.com

3248 Springhill Ave
Mobile, Al. 36607
251-665-6606 Office
251-295-5334 Cell

March 29, 2023

Jordan Vallas

Dear Mr. Vallas.

In response to your letter dated June 14, 2022, wherein a request is made of Comcast Cable of Mobile, Al. for the consent to vacation of right of way as described in the attached survey of December 30, 2021. Comcast Cable hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the are to be vacated Including the right of ingress and egress to and from said facilities the right to cut and or trim trees which interfere with said facilities and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future request for relocation on Comcast facilities that are in this easement will require compensation from the requestor of the facilities to be relocated. Any damage to Comcast Cable facilities while working in this area will result in compensation from the party responsible for the damages, to Comcast Cable.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little
Construction Specialist II

Donnie Little

Cc: Easements File

ATTEST:

_____
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, _____, City Clerk of the City of Mobile, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Mobile in its meeting duly held on the _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City Council of the City of Mobile on this _____ day of _____, 2023.

_____
City Clerk

December 30th, 2021
Mobile City Council
ATTN: Lisa C. Lambert, City Clerk,
P. O. Box 1827
Mobile, AL 36633

SUBJECT: Proposed Alley Vacation

Dear Mobile City Council:

I respectfully request the vacation of part of an alleyway that ran north-south and exited on Wilson Avenue and Old Shell Road being more particularly described as follows, to-wit:

> COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

I, (Jordan Vallas) owns the parcels immediately west of the alleyway where it exited on Wilson Avenue (Lot 304.001 as described in Exhibit A).

At present, the alley is no longer usable and is not up kept by the City of Mobile. Portions of this alley have already been vacated and to restore access and use would require the removal of several structures and fences. At this time the City of Mobile has not maintained the grass on this section of alley for the period I have lived on the property (Lot 304.001 as described in Exhibit A).

Three other property owners abut the subject alley segment (Lots 138 & 139 as described in Exhibit A). I shall be sending them a copy of this letter and all attached forms as well as a document requesting their approval for this vacation to be presented to the City Council.

The alley being unusable and inaccessible in its current state will not affect abutting properties as these structures are accessed via Grand Blvd. Likewise, my vacation of part of the alley will not be detrimental to the driving public since the alley segment is not accessible by through traffic. Additionally, my vacation of this land will not affect any utility company from accessing this portion of land.

Attached for your review are: (A) Description of the area sought to be vacated and square footage of abutting properties; (B) the current year assessed value of all lots or tracts of land that abut the area sought to be vacated; (C) Three (3) sets of printed adhesive labels containing the names and addresses of the owner(s) of abutting land; (D) A check in the amount of $100.00 fee made payable to the City of Mobile as an application fee; and (E) The written consents from all utility companies;

If you have questions regarding this petition, please give me a call me at: 251-509-4888

Sincerely,

Jordan Vallas

2411 Wilson Ave

Mobile, AL 36607

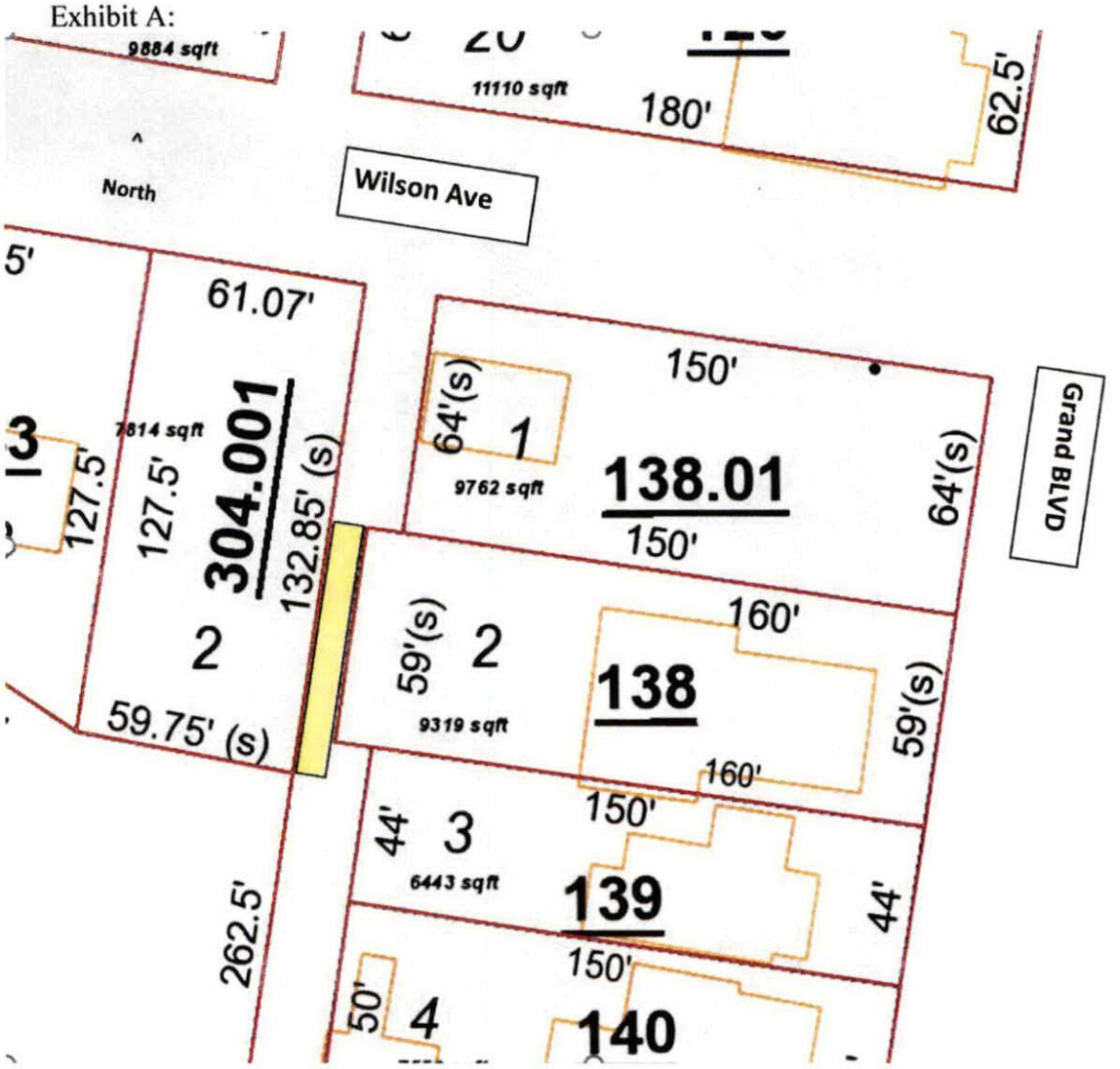
A: Description of the area sought to be vacated and square footage of abutting properties:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING

(B) the current year assessed value of all lots or tracts of land that abut the area sought to be vacated;

The square footage of the area sought to be vacated and abutting tracts is as follows: 345 SF – area to be vacated; 7814 SF – Vallas tract; 9319 SF – Walters tract; 6443 SF – Fenton tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $31,500 – Vallas tract; $42,000 – Walters tract; $42,000 – Fenton tract

Exhibit A:



The values listed above were gathered from www.mobilecopropertytax.com

(C) Three (3) sets of printed adhesive labels containing the names and addresses of the owner(s) of abutting land;

DAVID L WALTERS
167 Grand Blvd
Mobile, AL 36607

Chelsea Lawrence
165 Grand Blvd
Mobile, AL 36607

DAVID L WALTERS
167 Grand Blvd
Mobile, AL 36607

Chelsea Lawrence
165 Grand Blvd
Mobile, AL 36607

DAVID L WALTERS
167 Grand Blvd
Mobile, AL 36607

Chelsea Lawrence
165 Grand Blvd
Mobile, AL 36607

(D) A check in the amount of $100.00 fee made payable to the City of Mobile as an application fee;

The Check will be stabled to this document upon submission to the City Council.

(E) The written consents from all utility companies;

Here is a copy of the letter sent to the following utility companies: Alabama Power, MAWSS, Spire. Their responses will be reordered and attached when this is submitted to the City Council.

SUBJECT: Proposed Vacation of Alley

To Whom It May Concern:
As a utility company servicing the City of Mobile, I am required to notify your business of an intention to vacate an alleyway which may affect your services at 2411 Wilson Ave, Mobile, AL 36607. Attached is a copy of the petition to Mobile City Council to vacate part of the alley that abuts my property. The **attached petition** indicates the reasons for vacating the segment of land and the plans associated with the vacation.

Should the petition be elevated to Mobile City Council, you will be informed and invited to participate in a public hearing for this purpose. In this public hearing by City Council, you will have the privilege to personally express your comments, if any, on the proposed vacation.

Meanwhile, if you have questions regarding this petition, please give me a call at this number:
251-509-4888

If you have no objections to this proposed vacation of land, I ask that you sign and notarize this document and return it to:

Jordan Vallas
2411 Wilson Ave
Mobile, AL 36607

Your Name: _____ Your Signature: _____

Date: _____

ALABAMA NOTARY ACKNOWLEDGMENT
THE STATE OF ALABAMA_____, COUNTY
I, _____, a Notary Public, hereby certify that
_____, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this ___ day of _____, A. D. 20____._____Notary Public Print
_____My commission expires:_____

(Seal)

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/13/2023 - 10:28 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 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 HEARING TO CONSIDER VACATION OF A PORTION OF A PORTION OF A US HIGHWAY 90 WEST SERVICE ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of a U. S. Highway 90 West Service Road.

The adoption of such resolution will be considered by the Mobile City Council on the 15th day of August, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Councilmember

WHEREAS, TVH FARMS LLC, ("Petitioner"), is the owner of certain lands which abut a portion of a right of way situated in the City of Mobile, Alabama, hereinafter described;

WHEREAS, Petitioner has filed a Petition with the City Council of the City of Mobile (the "City Council") requesting that the City Council adopt a resolution to vacate a portion of said right of way on;

WHEREAS, it has been shown to the satisfaction of the City Council that Petitioner is the sole property owner abutting said City of Mobile right of way, that the same is not needed as a right of way in the City of Mobile, Alabama, that the vacation of same will not deprive any other property owner a right to convenient and reasonable ingress and egress to and from any other property, and that it would be to the best interest of the City Council to vacate the same;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that its assent be and it is hereby given to TVH FARMS LLC, to the vacation and closing by them of the portion of the right of way of the City of Mobile, Alabama more particularly described as follows:

> Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less.

Adopted:

_____
City Clerk

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on this the ____day of _____, 2021.

IN WITNESS WHEREOF, I have herein to set my hand on the official seal of the Mobile City Council on this the ____day of _____, 2021.

_____
Name:
City Clerk

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

April 19, 2023

Mr. Thomas B. Clark, P.E.
Executive Vice President
Clark, Geer, Latham and Assoc., Inc.
3901 Spring Hill Avenue
Mobile, AL 36608

Dear Mr. Clark:

Please see the attached memo from the City of Mobile's Planning & Zoning Department regarding your request for a vacation of an approximately 50-foot wide by 100-foot long segment of a service road associated with US Highway 90 West.

Sincerely,

Lana Pafenbach-Gauthier
Assistant City Clerk

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

April 11, 2023

To: **Lana Gauthier**

C: **File**
Planning & Zoning

From: **Margaret Pappas / bh**

Re: **Vacation of a segment of a US Highway 90 West service road**

The proposed vacation request is for an approximately 50-foot wide by 100-foot long segment of a service road associated with US Highway 90 West.

The proposed vacation area is part of a larger site that was part of a one-lot Subdivision request Tentatively Approved by the Planning Commission at its February 18, 2021 meeting. It appears that the approval granted by the Planning Commission has expired, **thus a new application to the Planning Commission will be required**, and approval obtained, prior to the signing of the Final Plat.

The Planning and Zoning Department otherwise has no objection to the vacation of the right-of-way.

February 19, 2021

Mr. William Latta, P.E.
Clark, Geer, Latham & Associates, Inc.
3901 Spring Hill Ave
Mobile, AL 36608

Re: Traffic Impact Study for Vacation Request
5755 US Highway 90 West
TVH Farms, LLC

Dear Sir:

In accordance with City of Mobile Ordinance 57-029-2020, Section 1(A)(3)(d), a traffic impact study is required with a petition to vacate a paved street or public way open to vehicular traffic. The above referenced address is adjacent to a portion of the US Highway 90 West service road that is maintained by the City of Mobile. The portion of service road requested to be vacated is the southernmost portion of open roadway and will not adversely impact the orderly flow of traffic on this service road. All adjacent properties will maintain the same level of access.

It is the opinion of this department that an independent traffic impact study is not required for this specific vacation request.

Should you need any additional information, please call (251) 208-2960.

Sincerely,

Jennifer White

Jennifer P. White, P.E.
Traffic Engineering Director

Gauthier, Lana

From: Lewis, Rhonda
Sent: Tuesday, June 27, 2023 1:47 PM
To: Gauthier, Lana
Cc: Stout, Carleen
Subject: Hwy 90 Service Road Vacation

Good afternoon, Lana,

Carleen is swamped and asked me to send this along! Please see below our calculation based on **2023** tax assessor values of unimproved land and sf for the two key numbers involved in this petitioned vacation.

Real Estate does not object to the vacation. I do make the following observations regarding the petition:

1. The survey they attached is a preliminary subdivision survey that is not clear – if there are other dimensions to the land that are different than the tax assessor, they are not legible.
2. The original petition is from 2021 (petitioner states the original was misplaced) which contain varying dates, ie from utility companies.
3. I'm sure this is not a big deal, but just pointing out that the Declaration document has a typo in the title - it reads "Five" and should read "Fifty." This is pg. 8 of your attachment from the petitioner.

Thanks for all you do! If there are any questions or if we can provide any assistance, let us know.

Hwy 90 Service Road Vacation

Adjoining Properties	Tax assessor Fair Unimproved Mkt Value 2023
Lot 1, Key No. 2699191	$ 175,300
Lot 2, Key No. 3221775	$ 56,000

Rhonda D. Lewis
Real Estate Specialist
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama 36633
(251) 208-7537 (ph)
rhonda.lewis@cityofmobile.org

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

April 11, 2023

To: **Lana Gauthier**

C: **File**
Planning & Zoning

From: **Margaret Pappas / bh**

Re: **Vacation of a segment of a US Highway 90 West service road**

The proposed vacation request is for an approximately 50-foot wide by 100-foot long segment of a service road associated with US Highway 90 West.

The proposed vacation area is part of a larger site that was part of a one-lot Subdivision request Tentatively Approved by the Planning Commission at its February 18, 2021 meeting. It appears that the approval granted by the Planning Commission has expired, **thus a new application to the Planning Commission will be required**, and approval obtained, prior to the signing of the Final Plat.

The Planning and Zoning Department otherwise has no objection to the vacation of the right-of-way.

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251)208-5895

Gauthier, Lana

From: Hoffman, Bert
Sent: Friday, April 14, 2023 11:57 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Theodore Vet Hospital

Follow Up Flag: Follow up
Flag Status: Flagged

The applicant needs to be made aware of the need to apply again for Subdivision review, so you can send the memo to them.

Bert Hoffman

Long Range Planning
BUILDMOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey HERE!

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Friday, April 14, 2023 9:04 AM
To: Hoffman, Bert <hoffmanb@cityofmobile.org>
Subject: RE: Vacation Request - Theodore Vet Hospital

Good morning, Bert,

Do I need to send this to the applicant or is someone else?

Thanks,

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

From: Hoffman, Bert <hoffmanb@cityofmobile.org>
Sent: Thursday, April 13, 2023 4:30 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: RE: Vacation Request - Theodore Vet Hospital

Here it the response for Planning & Zoning.

Bert Hoffman

Long Range Planning
BUILDMOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey HERE!

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, April 3, 2023 9:32 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris Jessica M (jmh5pk) <jmh5pk@virginia.edu>
Subject: Vacation Request - Theodore Vet Hospital

Good morning,

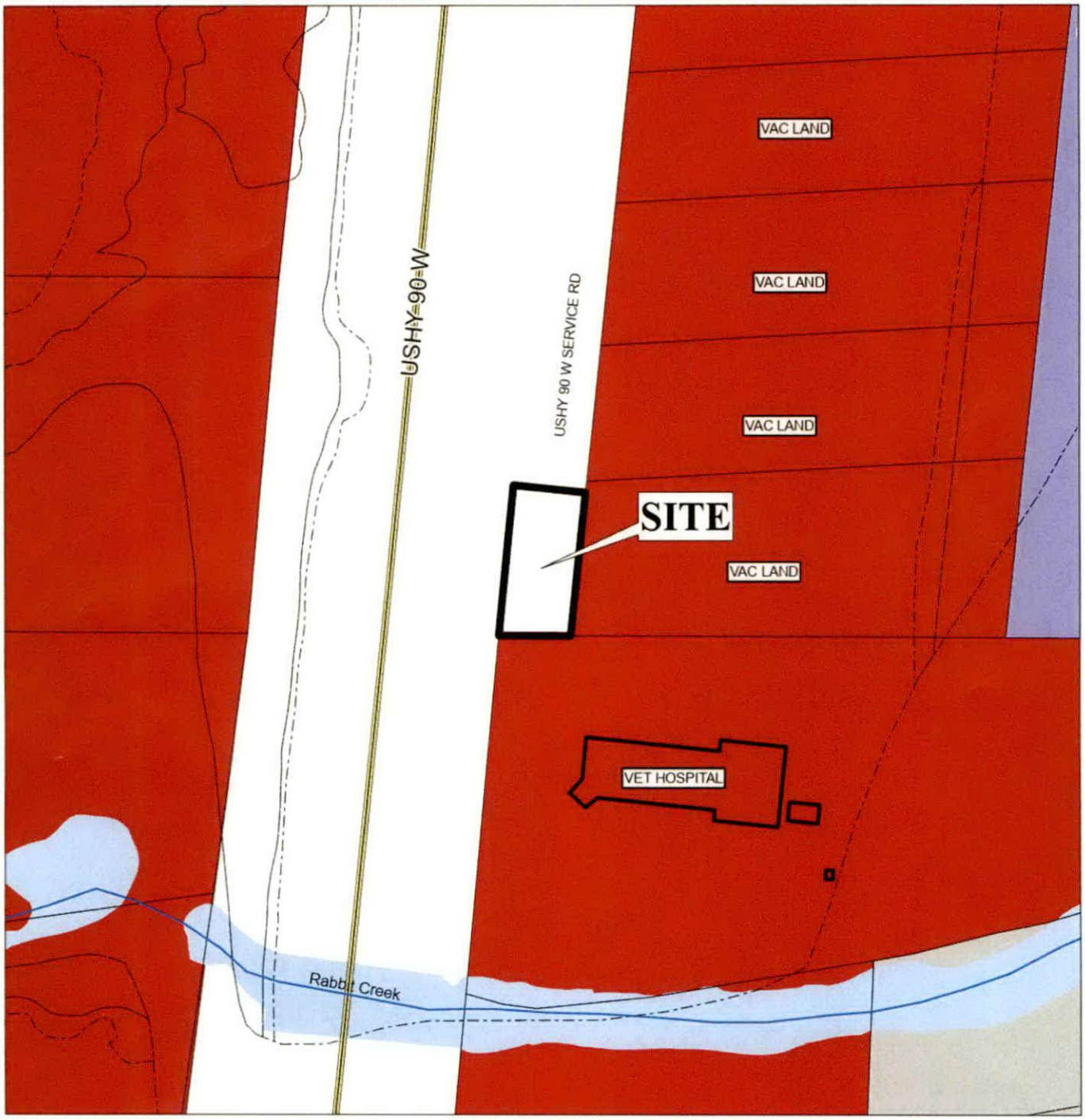
Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

Please advise if you have any objections.

Thank you,

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

ROW VACATION REQUEST



DATE April 10, 2023

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

N

NTS

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

March 28, 2023

City of Mobile
City Clerk's Office
205 Government Street, 9th Floor
Mobile, AL 36602

Re: Theodore Veterinary Hospital
CGL Project No. 2329

Subject: Vacation of Hwy. 90 Service Road

Dear Sir or Madam::

Clark, Geer, Latham & Associates, Inc (CGL) has been retained to assist the Owner of the above-referenced business in the process of vacating a portion of the Highway 90 Service Road abutting their properties, located at 5761 and 5755 US Highway 90. The south end of this Service Road terminates into the 5761 Parcel and fronts the 5755 Parcel. Additionally, the 5761 Parcel is bounded on the south by Rabbit Creek, which will preclude any further development to the south.

Attached is a Site Plan of the existing Theodore Veterinary Hospital, which also depicts the the proposed expansion and the portion of the Service Road ROW proposed to be vacated. While CGL does not possess any actual trip count numbers for this part of the Service Road, it is evident that the Vacation of the southern 226 feet of this Service Road will not detrimentally affect the flow of Traffic on this portion of the Service Road in any way. At present, the only traffic utilizing this portion of the Service Road are the patrons of the Theodore Veterinary Hospital. The vacation of this portion of the Service Road will not affect these motorists.

Additionally, the Median Cut immediately north of the proposed vacation will remain fully functional to serve the remainder of the Service Road to the north.

We have discussed this with the City of Mobile Traffic Engineering Department and all parties have concluded that a Traffic Impact Study for this portion of Service Road will yield no meaningful result. Therefore, please accept this letter as evidence that there will be no detrimental impacts to Traffic from the Vacation of this section of Service Road.

If you require any additional information, please advise.

Sincerely,

Clark, Geer, Latham & Associates, Inc

Thomas B. Clark, P.E.
Executive Vice president

3901 SPRING HILL AVENUE | MOBILE, ALABAMA 36608 | 251-344-7073
www.cglengineers.com

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 3, 2023 9:32 AM
To: ~~Morris, Anthony;~~ Stout, Carleen; Kern, Chris; ~~Hoffman, Bert~~; White, Jennifer; Amberger, Nicholas; D M Penn (pennd@cityofmobile.org); ~~Harris Jessica M (jmh5pk)~~
Subject: Vacation Request - Theodore Vet Hospital
Attachments: Theodore Vet packet.pdf

Good morning,

Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

Please advise if you have any objections.

Thank you,

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

100 days = Aug. 16, 2023

Gauthier, Lana

From: Harris, Richard
Sent: Tuesday, April 4, 2023 10:07 AM
To: Gauthier, Lana
Subject: Vacation Request

Good morning,

The Fire Department sees no conflict with the vacation of this property.

Respectfully,

Richard P. Harris
District Chief, CRR Division
Mobile Fire Rescue Department
2852 Old Shell Road
Mobile, Al 36607
Office (251)208-5053
Cell (251)581-2926

Gauthier, Lana

From: Morris, Anthony
Sent: Monday, April 3, 2023 4:54 PM
To: Gauthier, Lana
Subject: RE: Vacation Request - Theodore Vet Hospital

Follow Up Flag: Follow up
Flag Status: Flagged

Your welcome.

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, April 3, 2023 4:30 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>
Subject: RE: Vacation Request - Theodore Vet Hospital

Thank you, Anthony. Will Engineering be notified of Clark, Geer, Latham & Associate's findings?

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

From: Morris, Anthony <anthony.morris@cityofmobile.org>
Sent: Monday, April 3, 2023 4:10 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris Jessica M (jmh5pk) <jmh5pk@virginia.edu>
Subject: RE: Vacation Request - Theodore Vet Hospital

Clark, Geer, Latham & associates, Inc. are working with ALDOT to relocate the drainage system that goes through the proposed vacation area. Once completed Engineering will not have an objection with the request to the vacate portion of the service road near Theodore Veterinary Hospital.

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, April 3, 2023 9:32 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris Jessica M (jmh5pk) <jmh5pk@virginia.edu>
Subject: Vacation Request - Theodore Vet Hospital

Good morning,

Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

Please advise if you have any objections.

Thank you,

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

ABBS
ANDERS, BOYETT, BRADY & SMITH
LAWYERS

J. DAVID BRADY, JR.
JASON D. SMITH

JEFFREY P. SETTERSTROM*
R. JASON CRANE*
CALEB D. SMOKE
*Also admitted in Mississippi

March 28, 2023

Lisa C. Lambert
Mobile City Clerk
P. O. Box 1827
Mobile, AL 36633

Re: Vacation of Part of Service Rd.

Dear Mrs. Lambert:

The enclosed documents are to be included with the packet we previously sent you regarding the service road vacation application of TVH Properties, LLC. Enclosed, please find a letter from Clark, Geer, Latham and Associates discussing their assessment of the property and the proposed vacation as well as an attached plan of the property.

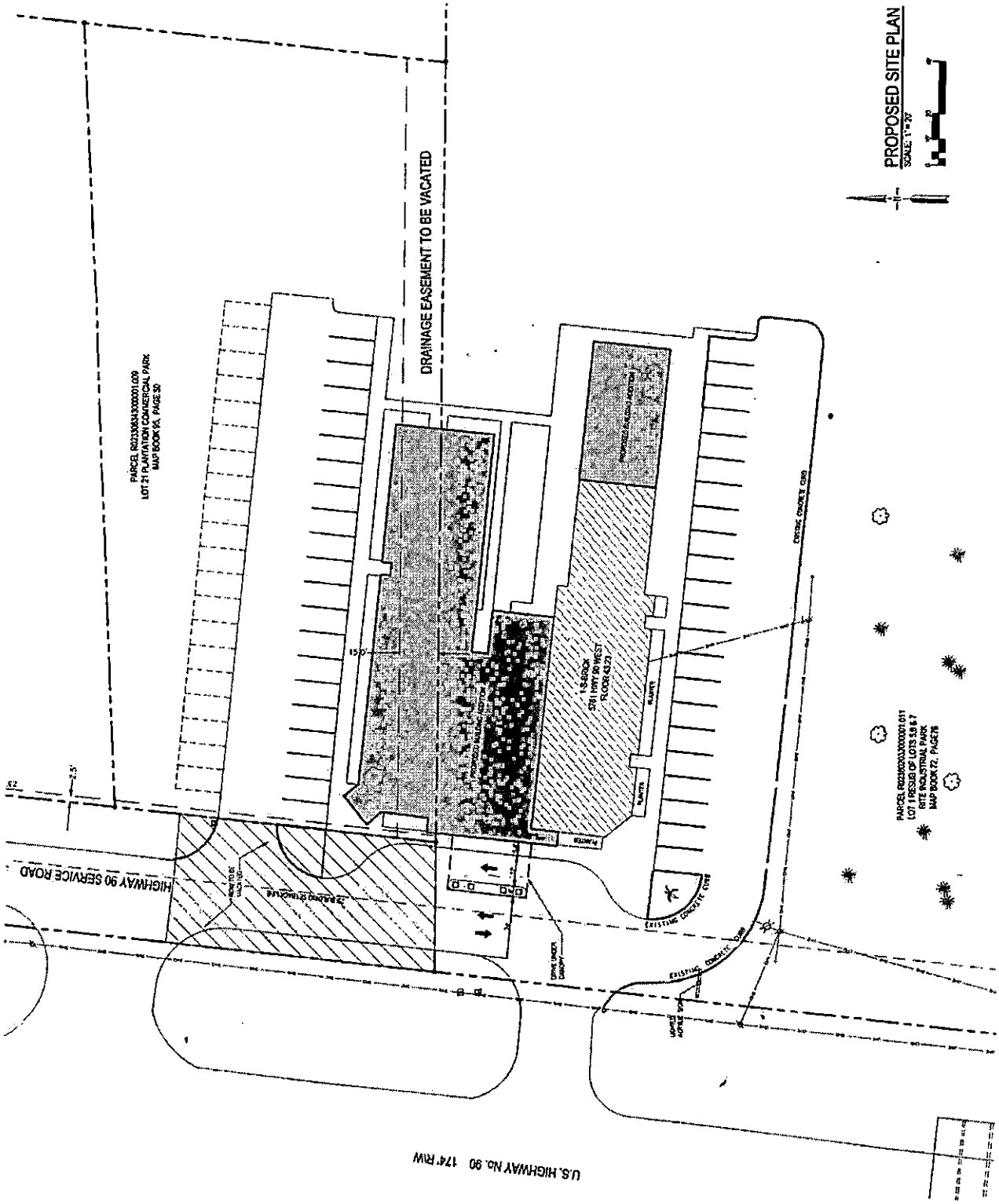
Please do not hesitate to contact us if you need anything further.

Sincerely,

Jason D. Smith

Enclosures

One Maison, Suite 203 | 3800 Airport Boulevard | Mobile, AL 36608
Telephone 251.344.0880 | Facsimile 251.344.3708 | www.abblawfirm.com


PROPOSED SITE PLAN
DRAINAGE EASEMENT TO BE VACATED
HIGHWAY 90 SERVICE ROAD
U.S. HIGHWAY No. 90 174' R/W

ABBS

ANDERS, BOYETT, BRADY & SMITH

LAWYERS

J. DAVID BRADY, JR.
JASON D. SMITH

JEFFREY P. SETTERSTROM*
R. JASON CRANE*
*Also admitted in Mississippi

March 20, 2023

Lisa C. Lambert
Mobile City Clerk
P. O. Box 1827
Mobile, AL 36633

CITY CLERK'S OFFICE
MOBILE, AL
WE, MAR 29, PM1:20 RCVD

Re: Vacation of Part of Service Rd.

Dear Mrs. Lambert:

Our firm is assisting TVH Properties, LLC (owner of Theodore Veterinary Hospital) on Highway 90. TVH is trying to expand, and the plans require that the small piece of the service road outlined in the enclosed documents be vacated. This will not prevent use of the service road in front of the property as the entry to Highway 90 will remain unchanged.

Much of this packet was submitted in January of 2021, but based on what we were told a few months back, it appears that the paperwork was lost. We have supplemented the original petition with added consents from neighboring landowners and added the required $100 check. Included in this packet are copies of the original documents from the last filing as well as the new consent forms. Pursuant to Mobile City Ordinance 57-032-2022, the items included are:

1. Three sets of printed labels with names and addresses of abutting owners of utility lines in the area of the vacated road;
2. A legal description of the area to be vacated;
3. A drafted resolution for the Mobile City Council confirming the vacation;
4. A Declaration of Vacation by TVH Properties, owners of the land abutting the service road;
5. The Petition to Vacate the Right-of Way;
6. A plat of the are sought to be vacated showing all lots abutting the area to be vacated as well as showing square footage of the abutting lands;
7. Consents and responses from utility companies with easements in the vacated area
8. An indemnity agreement by TVH Properties indemnifying the City of Mobile from any damages due to the proposed vacation;
9. Written and notarized consents from owners of 80% of parcels in the vacation's subdivision.

Thank you for your help in this process. Please feel free to contact me with any questions or concerns by email at jsmith@abblawfirm.com or by phone at (251)-344-0880.

Sincerely,

Jason D. Smith

Enclosures

TVH Farms ROW Vacation

a. Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less.
b. See attached preliminary survey/subdivision plat
c. Parcel #3802032000001.011- $133,040
   Parcel #3308343000001.009 - $14,020
d. N/A – See attached memo from City of Mobile Traffic Engineering Department
e. See Indemnification Agreement attached.

STATE OF ALABAMA
COUNTY OF MOBILE

DECLARATION OF VACATION OF AN APPROXIMATE FIVE (50') FOOT STRIP ALONG THE WESTERN BOUNDARY OF LOT 21, PLANTATION COMMERCIAL PARK

WHEREAS TVH Properties, LLC("TVH Properties") is the owner of the following described real property located in Mobile County, Alabama:

Lot 1 of the resubdivision of lots 5, 6 and 7 of Rite Industrial Park, according to plat thereof recorded in Map Book 72, Page 76 of the Probate Court records of Mobile County, Alabama, together with Lot 21, Plantation Commercial Park, according to plat thereof recorded in Map Book 95, Page 50 of aforesaid Probate Court records of Mobile County, Alabama("TVH Property"); and

WHEREAS, the City of Mobile holds the following described right of way lying west of and adjacent to the TVH Property:

Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less; and

WHEREAS, TVH Properties has requested vacation of the following described right of way adjacent to the western boundary of the TVH Property:

Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less; and

WHEREAS, TVH Properties and the City of Mobile are the sole owners of all of the land abutting the boundary of said described right of way which is requested to be vacated; and

WHEREAS, said land is located solely within the City of Mobile; and

WHEREAS, the City Council of Mobile, Alabama has given its assent to the closing and vacating thereof; and

WHEREAS, said assent was given by resolution duly adopted by the City Council of Mobile, Alabama, a certified copy of which resolution is attached hereto and made a part hereof, and filed for record herewith.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that TVH Properties and the City of Mobile, the sole owners abutting the land as described hereinabove hereby declare the same to be vacated under the authority of §23-4-20, Code of Alabama (1975), as amended. This Declaration of Vacation is filed strictly in accordance with said statute and, having been so filed, said land as described hereinabove is hereby declared VACATED.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on this the 22nd day of January, 2021.

Carl DMyers
Dr. Carl Myers

CITY OF MOBILE

By:_____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, hereby certify that Carl Myers., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 22nd day of JANUARY, 2021.

DANIEL R WILLIAMS
MY COMMISSION EXPIRES
JULY
03
2021
NOTARY PUBLIC
ALABAMA STATE AT LARGE

NOTARY PUBLIC
My commission expires: July 3, 2021

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, hereby certify that _____, whose name as of the CITY OF MOBILE a public body corporate, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said body on the day the same bears date.

Given under my hand and seal on this the ____day of _____, 2021.

_____
NOTARY PUBLIC
My commission expires:_____

PETITION TO VACATE RIGHT-OF-WAY

TO: MEMBERS OF THE MOBILE CITY COUNCIL

Pursuant to Section 23-4-20 of the Code of Alabama, TVH Properties, LLC, an Alabama limited liability company ("TVH Properties") hereby petitions the Mayor and Mobile City Council to vacate a portion of a public right-of-way described below, all lying within the city limits of Mobile, Alabama.

1. TVH Properties petitions the Mayor and City Council to vacate the right-of-way described on Exhibit A attached hereto and which is also described and depicted on the survey attached hereto as Exhibit B (said right-of-way to be vacated being referred to herein as the "Right-of-Way").

2. TVH Properties is the sole owner of the real property abutting each side of the Right-of-Way.

3. No property owner shall be cut-off or deprived of access due to the vacation of the Right-of-Way.

4. The vacation of the Right-of-Way is in the public interest.

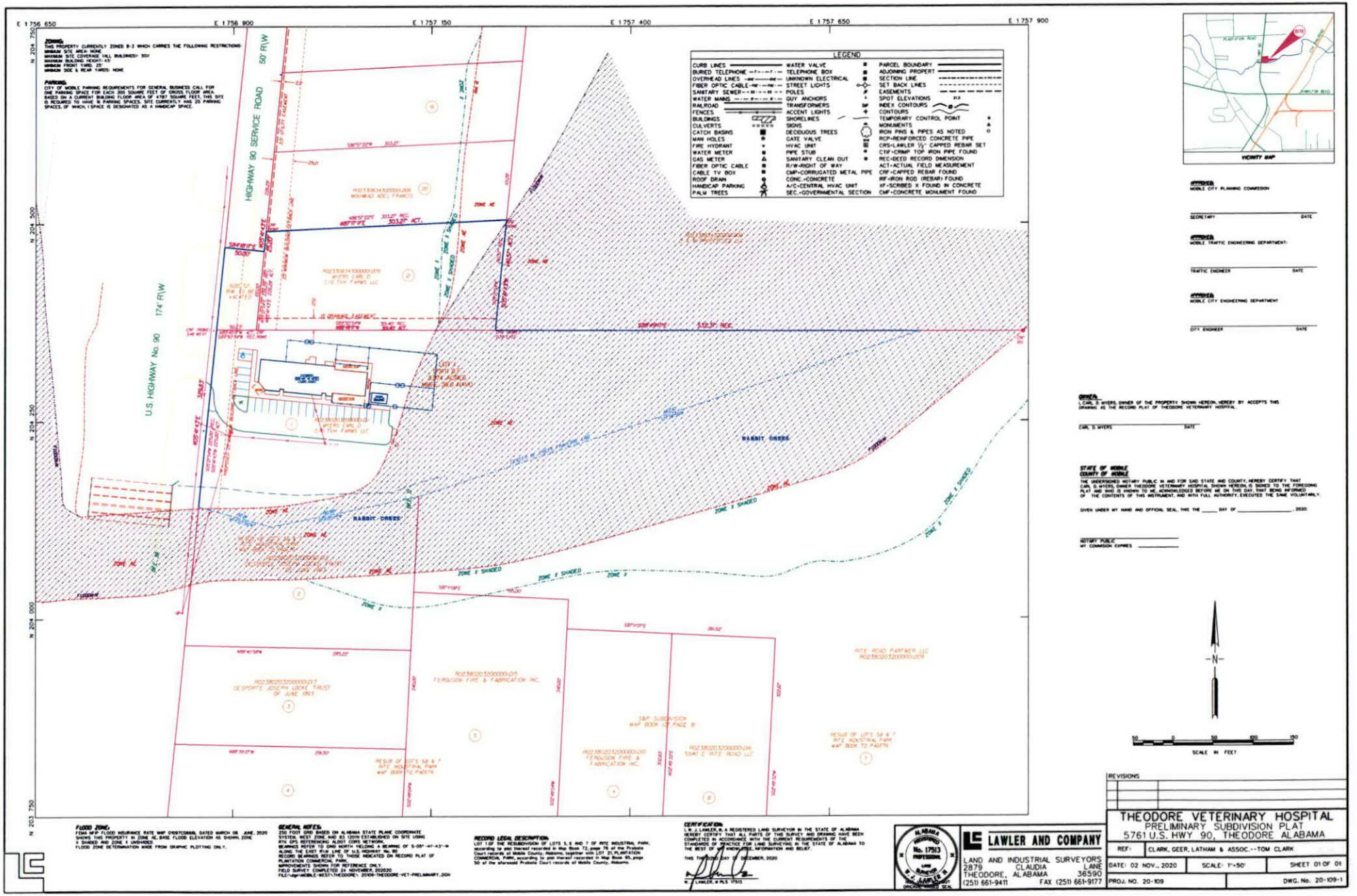
5. Notice of the vacation of the Right-of-Way shall be provided as required under Section 23-4-20(a) of the Code of Alabama.

Wherefore, TVH Properties requests that the City Council set this Petition for a hearing at a regularly scheduled meeting of the City Council, and that upon consideration the Mayor and City Council adopt a Resolution vacating the Right-of-Way.

Respectfully submitted this 25th day of January, 2024.

TVH Properties, LLC

By: Carl D Myers
Dr Carl Myers
Its Managing Member


ZONING:
THIS PROPERTY CURRENTLY ZONED B-3 WHICH CARRIES THE FOLLOWING RESTRICTIONS:
MINIMUM SITE AREA: NONE
MAXIMUM SITE COVERAGE FOR ALL BUILDINGS: 50%
MAXIMUM BUILDING HEIGHT: 45'
MINIMUM FRONT YARD: 25'
MINIMUM SIDE & REAR YARDS: NONE
PARKING:
CITY OF MOBILE PARKING REQUIREMENTS FOR GENERAL BUSINESS CALL FOR ONE PARKING SPACE FOR EACH 300 SQUARE FEET OF GROSS FLOOR AREA. BASED ON A CURRENT BUILDING FLOOR AREA OF 4787 SQUARE FEET, THIS SITE IS REQUIRED TO HAVE 16 PARKING SPACES. SITE CURRENTLY HAS 25 PARKING SPACES, OF WHICH, 1 SPACE IS DESIGNATED AS A HANDICAP SPACE.
LEGEND
CURB LINES
BURIED TELEPHONE
OVERHEAD LINES
FIBER OPTIC CABLE
SANITARY SEWER
WATER MAINS
RAILROAD
FENCES
BUILDINGS
CULVERTS
CATCH BASINS
MAN HOLES
FIRE HYDRANT
WATER METER
GAS METER
FIBER OPTIC CABLE
CABLE TV BOX
ROOF DRAIN
HANDICAP PARKING
PALM TREES
WATER VALVE
TELEPHONE BOX
UNKNOWN ELECTRICAL
STREET LIGHTS
POLES
GUY ANCHORS
TRANSFORMERS
ACCENT LIGHTS
SHORELINES
SIGNS
DECIDUOUS TREES
GATE VALVE
HVAC UNIT
PIPE STUB
SANITARY CLEAN OUT
R/W-RIGHT OF WAY
CMP-CORRUGATED METAL PIPE
CONC.-CONCRETE
A/C-CENTRAL HVAC UNIT
SEC.-GOVERNMENTAL SECTION
PARCEL BOUNDARY
ADJOINING PROPERTY
SECTION LINE
SET BACK LINES
EASEMENTS
SPOT ELEVATIONS
INDEX CONTOURS
CONTOURS
TEMPORARY CONTROL POINT
MONUMENTS
IRON PINS & PIPES AS NOTED
RCP-REINFORCED CONCRETE PIPE
CRS-LAWLER ½" CAPPED REBAR SET
C1/4"-CRIMP TOP IRON PIPE FOUND
REC-DEED RECORD DIMENSION
ACT-ACTUAL FIELD MEASUREMENT
CRF-CAPPED REBAR FOUND
IRF-IRON ROD (REBAR) FOUND
XF-SCRIBED X FOUND IN CONCRETE
CMF-CONCRETE MONUMENT FOUND
HIGHWAY 90 SERVICE ROAD
50' R/W
U.S. HIGHWAY No. 90
174' R/W
RABBIT CREEK
ZONE AE
ZONE X SHADED
ZONE X
FLOODWAY
E 1756 650
E 1756 900
E 1757 150
E 1757 400
E 1757 650
E 1757 900
N 204 750
N 204 500
N 204 250
N 204 000
N 203 750
VICINITY MAP
APPROVED
MOBILE CITY PLANNING COMMISSION
SECRETARY
DATE
APPROVED
MOBILE TRAFFIC ENGINEERING DEPARTMENT:
TRAFFIC ENGINEER
DATE
APPROVED
MOBILE CITY ENGINEERING DEPARTMENT
CITY ENGINEER
DATE
OWNER:
L CARL S. MYERS, OWNER OF THE PROPERTY SHOWN HEREON, HEREBY BY ACCEPTS THIS DRAWING AS THE RECORD PLAT OF THEODORE VETERINARY HOSPITAL
CARL S. MYERS
DATE
STATE OF MOBILE
COUNTY OF MOBILE
THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT CARL S. MYERS, OWNER THEODORE VETERINARY HOSPITAL SHOWN HEREON, IS SIGNED TO THE FOREGOING PLAT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE ____ DAY OF _____, 2020
NOTARY PUBLIC
MY COMMISION EXPIRES _____
N
SCALE IN FEET
FLOOD ZONE:
FEMA NFIP FLOOD INSURANCE RATE MAP 01097C0068L DATED MARCH 06, JUNE, 2020 SHOWS THIS PROPERTY IN ZONE AE, BASE FLOOD ELEVATION AS SHOWN, ZONE X SHADED AND ZONE X UNSHADED
FLOOD ZONE DETERMINATION MADE FROM GRAPHIC PLOTTING ONLY.
GENERAL NOTES:
250 FOOT GRID BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (2011) ESTABLISHED ON SITE USING RTK GPS REFERENCING ALDOT CORS NETWORK.
BEARINGS REFER TO GRID NORTH YIELDING A BEARING OF S 00° 47' 43" W ALONG THE EAST R/W LINE OF U.S. HIGHWAY No. 90.
RECORD BEARINGS REFER TO THOSE INDICATED ON RECORD PLAT OF PLANTATION COMMERCIAL PARK.
IMPROVEMENTS SHOWN FOR REFERENCE ONLY.
FIELD SURVEY COMPLETED 24 NOVEMBER, 202020.
FILE:\\sgp-MOBILE-WEST\THEODORE\ 20109-THEODORE-VET-PRELIMINARY..DGN
RECORD LEGAL DESCRIPTION:
LOT 1 OF THE RESUBDIVISION OF LOTS 5, 6 AND 7 OF RITE INDUSTRIAL PARK, according to plat thereof recorded in Map Book 72, page 76 of the Probate Court records of Mobile County, Alabama, together with LOT 21, PLANTATION COMMERCIAL PARK, according to plat thereof recorded in Map Book 85, page 50 of the aforesaid Probate Court records of Mobile County, Alabama.
CERTIFICATION:
I, W. J. LAWLER, III, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.
THIS THE ____ DAY OF DECEMBER, 2020
W. J. LAWLER, III PLS 17513
ALABAMA REGISTERED No. 17513 PROFESSIONAL LAND SURVEYOR W. J. LAWLER, III
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2879 CLAUDIA LANE
THEODORE, ALABAMA 36590
(251) 661-9411 FAX (251) 661-9177
REVISIONS
THEODORE VETERINARY HOSPITAL
PRELIMINARY SUBDIVISION PLAT
5761 U.S. HWY 90, THEODORE ALABAMA
REF: CLARK, GEER, LATHAM & ASSOC.--TOM CLARK
DATE: 02 NOV., 2020
SCALE: 1"=50'
SHEET 01 OF 01
PROJ. NO. 20-109
DWG. No. 20-109-1

Contact Persons – Utility Companies
For street vacations

Donnie Little
Comcast Cable
Donnie_Little@cable.comcast.com;
251-665-6606
251-295-5334

Daryl B. Russell, P.E.
Water & Sewer Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 2368
Mobile, AL 36652
251-694-3196

Eric Boykin
Alabama Power Company
P. O. Box 2247
Mobile, AL 36652
elboykin@southernco.com
251-694-24441

Ron Wisner
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, AL 36606
251-423-4193

Brad Sadler
Specialist
AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607
251-470-5650
Brad.sadler@att.com

IDEMNITY AND HOLD HARMLESS AGREEMENT

The undersigned property owner, TVH PROPERTIES LLC, hereinafter "Indemnitor" does hereby grant to the City of Mobile, a Municipal Corporation, hereinafter called the "City" on this 10th day of February, 2021 the following:

WHEREAS, Indemnitor has requested vacation of the following described right of way in accordance with City Code adjacent to the western boundary of Indemnitor's property located at 5755 US Hwy 90:

Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less; and

and;

WHEREAS, Indemnitor agrees to Indemnify and hold harmless the City, its agents, servants, and employees from any costs, expenses, and attorney fees that may be incurred in connection with any litigation that may be brought by any person or entity challenging the decision to vacate the right of way and paved street within said right of way.

NOW THEREFORE, in consideration of the City vacating and assigning said right of way to the Indemnitor, the Indemnitor hereby agrees:

Indemnitor undertakes to indemnify the City from any and all liability, loss or damage the City may suffer as a result of the claims, demands, costs or judgment against and arising

from any litigation that may be brought by any person or entity challenging the decision to vacate the street and aforementioned right of way.

Indemnitor agrees to defend, at its own expense against any claims brought or actions filed against the City with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

Indemnitor agrees to reimburse the City for any necessary expenses, attorney fees, or costs incurred in the enforcement of this Indemnity Agreement.

Carl D Myers DVM
Property Owner

STATE OF ALABAMA
COUNTY OF MOBILE

I, Daniel R Williams Notary Public in and for said county in said state, hereby certify that Carl D Myers, DVM, whose name(s) is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this agreement, has/have executed the same on the day the same bears date.

Given under my hand and official seal on this the 12th day of February, 2021.

Notary Public

DANIEL R WILLIAMS
MY COMMISSION EXPIRES
JULY
03
2021
NOTARY PUBLIC
ALABAMA, STATE AT LARGE

Spire Gulf, Inc.
2828 Dauphin Street
Mobile, AL 36606

January 11, 2021

William Latta, PE
Clark, Geer, Latham and Associates, Inc.
3901 Springhill Ave.
Mobile, AL 36608

Re: Vacation of Service Road Right of Way/Hwy 90
5755 Hwy 90 East, Theodore

Vacation: Portion of the Service Road adjacent to US Hwy 90

Dear Mr. Latta,

In response to **Clark, Geer, Latham and Associates, Inc.'s request** dated January 6, 2021 relative to the above referenced vacation of the Service Road right of way, which the owner now desires to vacate the subject right of way.

Please be advised that Spire Gulf, Inc. (**"Spire"**), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Jeff Wilcox

Jeff Wilcox
Right of Way Area Manager, Alabama
Spire Alabama Inc.

TJF:LW
cc: William Latta, PE

March 10,2021

Clark /Greer/ Latham and associates, INC
Attn.: William Latta
3901 Springhill Ave.
Mobile, Alabama 36608

Alabama Power

Re: ROW Vacation Utility Consent Letter - 5755 Hwy 90

Dear Mr. Latta,

Reference is made to your letter of March 9, 2021 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced area, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett

Blake Jarrett
Corporate Real Estate

CONSENT TO VACATION
OF A PORTION OF HIGHWAY 90 SERVICE ROAD

I am the owner of the property described in Exhibit "A" attached hereto which is located in the vicinity of the property which TVH Properties, LLC, has petitioned to vacate in its Petition to Vacate Right-of-Way dated January 25, 2021, as amended. The map attached hereto shows my property and the area to be vacated to show the spatial relation of the properties.

I consent to the vacation of the property described in the Petition to Vacate Right-of-Way, as amended, field by TVH Properties, LLC, and it is my belief that the vacation of this right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property. I believe that it would be to the best interests of the City of Mobile to vacate the property described in the petition of TVH Properties, LLC, as amended.

Executed on this the 15 day of June, 2021

Ferguson Fire & Fabrication, Inc.

By: LaConda L McCurdy

Print Name: LaConda L McCurdy

Its: Branch Manager

[REQUIRED NOTARY ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE]

State of Alabama
County of Mobile

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify that LaConda L. McCurdy, whose name as Manager of Ferguson Fire and Fabrication, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said Corporations.

Given under my hand this 15 day of June, 2021

NOTARY PUBLIC
Daniel R Williams
County of Mobile
ALABAMA STATE AT LARGE

Notary Public
My Commission Expires: 7

EXHIBIT "A"

Property of Ferguson Fire & Fabrication, Inc.

Legal Description:

Lot 5, Resubdivision of Lots 5, 6 & 7, Rite Industrial Park according to plat thereof recorded in Map Book 72, Page 76 in the records of the Judge of Probate, Mobile County, Alabama;

and

Lot A, S & P Mobile Subdivision according to plat thereof recorded in Map Book 127, Page 81 in the records of the Judge of Probate, Mobile County, Alabama.

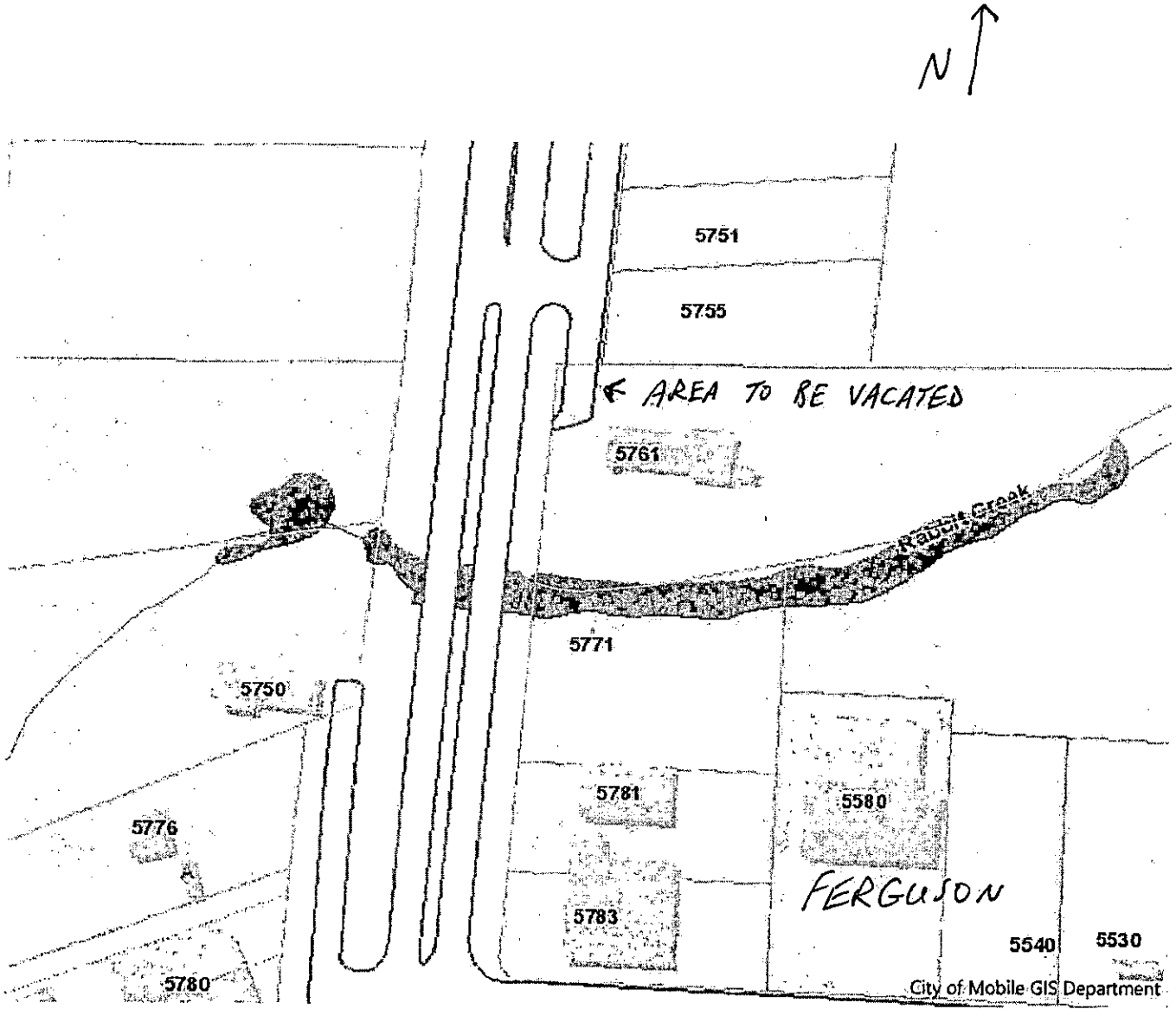
Physical Address of Property:

5580 E. Rite Rd., Theodore, AL 36582

Mailing Address for Ferguson Fire & Fabrication, Inc.

_____

_____


N
5751
5755
AREA TO BE VACATED
5761
Rabbit Creek
5771
5750
5781
5580
5776
FERGUSON
5783
5540
5530
5780
City of Mobile GIS Department

CONSENT TO VACATION
OF A PORTION OF HIGHWAY 90 SERVICE ROAD

I am the owner of the property described in Exhibit "A" attached hereto which is located in the vicinity of the property which TVH Properties, LLC, has petitioned to vacate in its Petition to Vacate Right-of-Way dated January 25, 2021, as amended. The map attached hereto shows my property and the area to be vacated to show the spatial relation of the properties.

I consent to the vacation of the property described in the Petition to Vacate Right-of-Way, as amended, field by TVH Properties, LLC, and it is my belief that the vacation of this right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property. I believe that it would be to the best interests of the City of Mobile to vacate the property described in the petition of TVH Properties, LLC, as amended.

Executed on this the 16 day of June, 2021

Joseph Locke Desporte Trust of June 1993

By: _____
Joseph Locke Desporte, Trustee

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joseph Locke Desporte, whose name as Trustee of the Joseph Locke Desporte Trust of June 1993, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand this 16 day of June, 2021

NOTARY PUBLIC
Daniel R Williams
County of Mobile
ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC
My Commission Expires: 7-23-2025

EXHIBIT "A"

Property of Joseph Locke Desporte Trust of June 1993

Legal Description

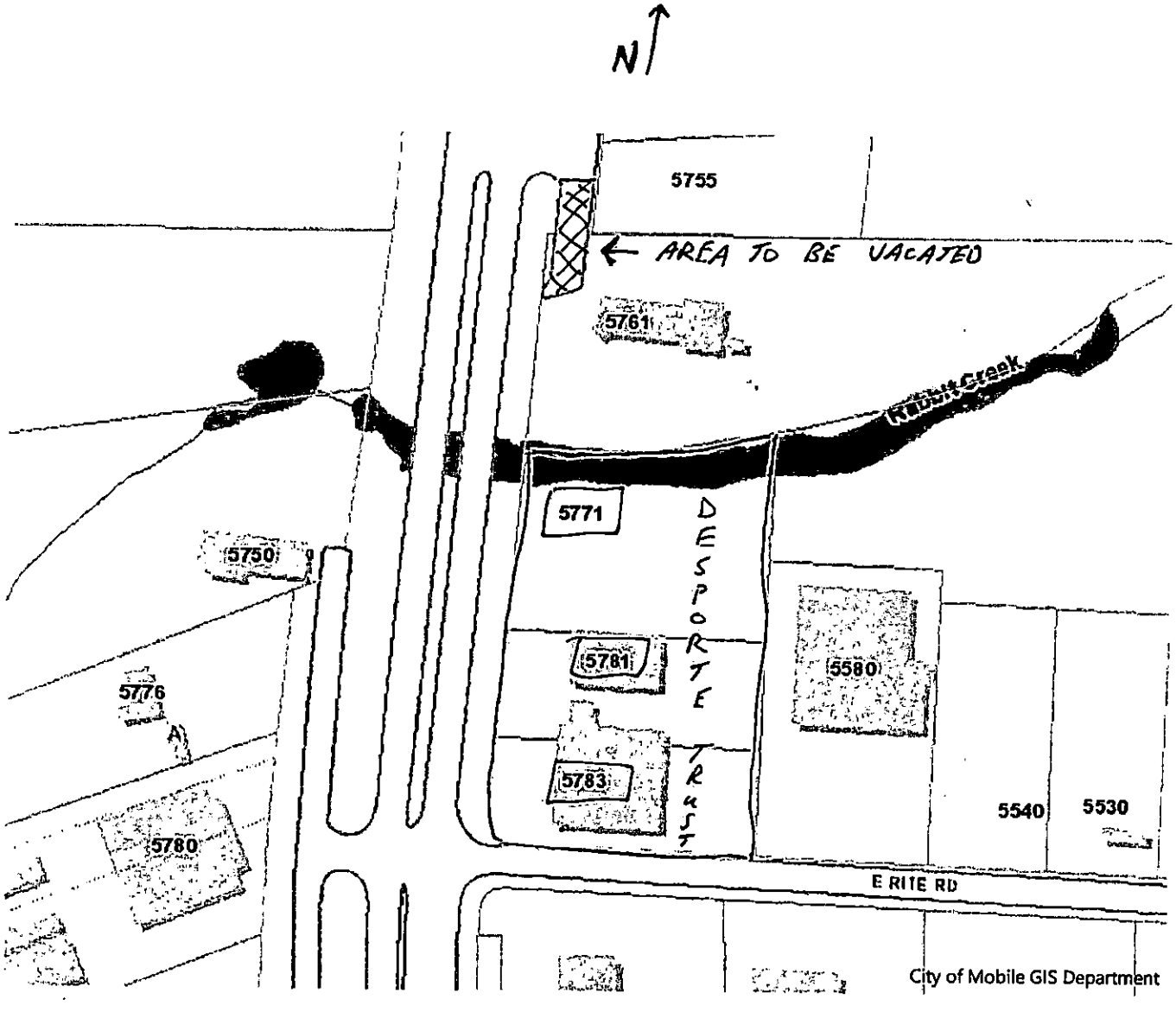
Lots 2, 3 and 4, Resubdivision of Lots 5, 6 & 7, Rite Industrial Park according to plat thereof recorded in Map Book 72, Page 76 in the records of the Judge of Probate, Mobile County, Alabama.

Physical Address of Property

5771 Highway 90, Theodore, AL 36582
5781 Highway 90, Theodore, AL 36582
5783 Highway 90, Theodore, AL 36582

Mailing Address for Joseph Locke Desporte Trust of June 1993

5250 Fowl River Rd.
Theodore, AL 36582


N
5755
AREA TO BE VACATED
5761
Rabbit Creek
5771
DESPORTE TRUST
5750
5781
5580
5776
5783
5540
5530
5780
E RITE RD
City of Mobile GIS Department

CONSENT TO VACATION
OF A PORTION OF HIGHWAY 90 SERVICE ROAD

I am the owner of the property described in Exhibit "A" attached hereto which is located in the vicinity of the property which TVH Properties, LLC, has petitioned to vacate in its Petition to Vacate Right-of-Way dated January 25, 2021, as amended. The map attached hereto shows my property and the area to be vacated to show the spatial relation of the properties.

I consent to the vacation of the property described in the Petition to Vacate Right-of-Way, as amended, field by TVH Properties, LLC, and it is my belief that the vacation of this right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property. I believe that it would be to the best interests of the City of Mobile to vacate the property described in the petition of TVH Properties, LLC, as amended.

Executed on this the 17th day of June, ~~2021~~ 2022 AM

Adel Mouawad

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Adel Mouawad, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily.

Given under my hand this 17 day of June, 2022

NOTARY PUBLIC
My Commission Expires:

MELISSA GUIZANI
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
JANUARY 22, 2024

EXHIBIT "A"

Property of Adel Mouawad

Legal Description

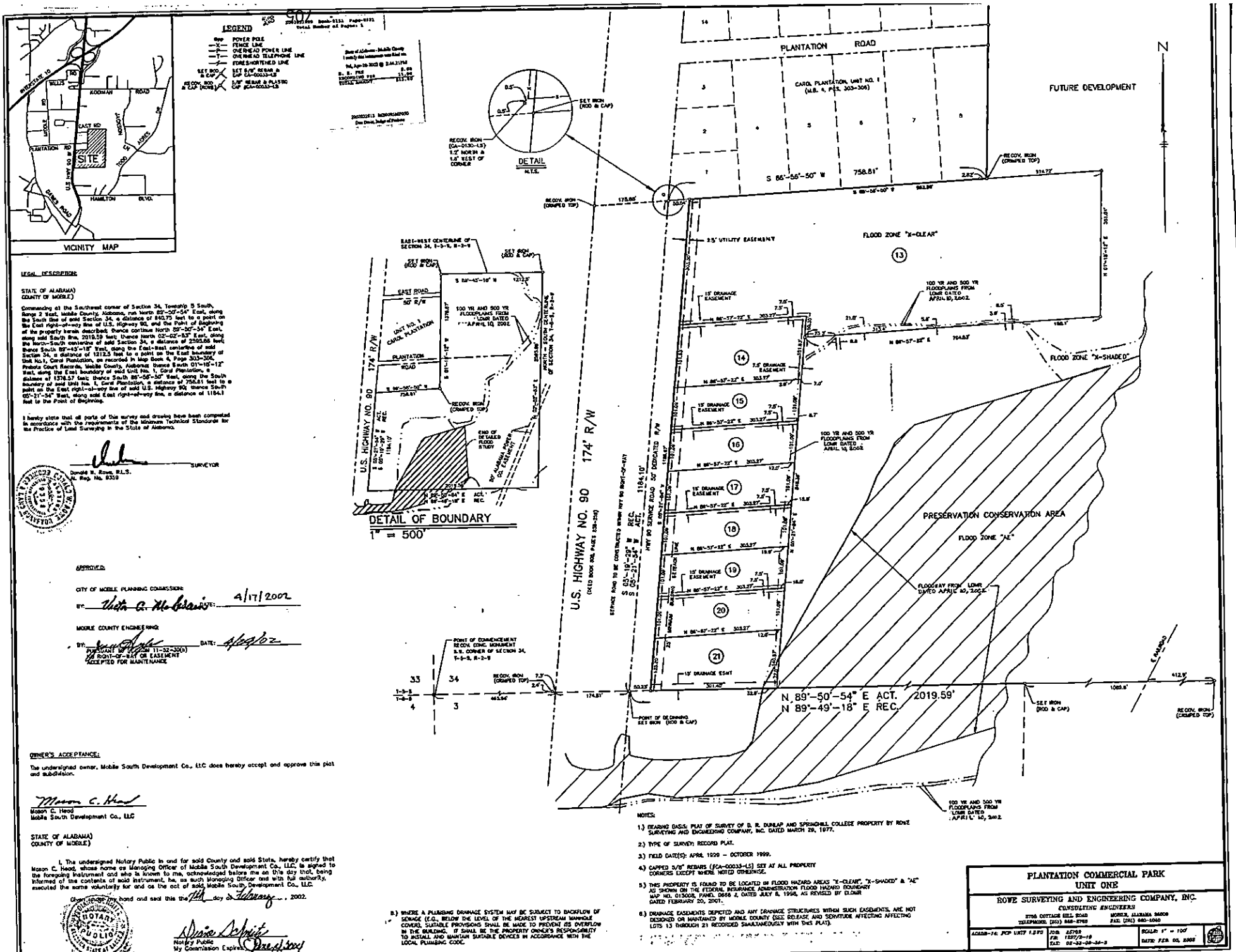
Lots 14, 15, 16, 17, 18, 19 and 20, Plantation Commercial Park, according to plat thereof recorded in Map Book 95, Page 50 in the records of the Judge of Probate, Mobile County, Alabama.

Physical Address of Property

5727-5751 Highway 90, Theodore, AL 36582

Mailing Address for Adel Mouawad

5867 Hwy. 90 W.
Theodore, AL 36582



LEGAL DESCRIPTION:

STATE OF ALABAMA)
COUNTY OF MOBILE)

Commencing at the Southwest corner of Section 34, Township 5 South, Range 2 West, Mobile County, Alabama, run North 89°-50'-54" East, along the South line of said Section 34, a distance of 840.75 feet to a point on the East right-of-way line of U.S. Highway 90, and the Point of Beginning of the property herein described; thence continue North 89°-50'-54" East, along said South line, 2019.59 feet; thence North 02°-02'-53" East, along the North-South centerline of said Section 34, a distance of 2505.68 feet; thence South 89°-49'-18" West, along the East-West centerline of said Section 34, a distance of 1812.23 feet to a point on the East boundary of Unit No.1, Carol Plantation, as recorded in Map Book 4, Page 305-306, Probate Court Records, Mobile County, Alabama; thence South 01°-16'-12" West, along the East boundary of said Unit No. 1, Carol Plantation, a distance of 1378.57 feet; thence South 88°-58'-50" West, along the South boundary of said Unit No. 1, Carol Plantation, a distance of 758.81 feet to a point on the East right-of-way line of said U.S. Highway 90; thence South 05°-21'-34" West, along said East right-of-way line, a distance of 1184.1 feet to the Point of Beginning.

I hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

SURVEYOR
Donald M. Rowe, R.L.S.
Al. Reg. No. 8359

APPROVED:

CITY OF MOBILE PLANNING COMMISSION
BY: Vicki C. McBrair DATE: 4/17/2002

MOBILE COUNTY ENGINEERING
BY: DATE: 4/29/02
PURSUANT TO SECTION 11-32-330(b) OF RIGHT-OF-WAY OR EASEMENT ACCEPTED FOR MAINTENANCE

OWNER'S ACCEPTANCE:

The undersigned owner, Mobile South Development Co., LLC does hereby accept and approve this plat and subdivision.

Mason C. Head
Mobile South Development Co., LLC

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, The undersigned Notary Public in and for said County and said State, hereby certify that Mason C. Head, whose name as Managing Officer of Mobile South Development Co., LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Managing Officer and with full authority, executed the same voluntarily for and as the act of said Mobile South Development Co., LLC.

Given under my hand and seal this the 7th day of February, 2002.

Notary Public
My Commission Expires: June 15, 2004

NOTES:

1.) BEARING BASIS: PLAT OF SURVEY OF D. R. DUNLAP AND SPRINGHILL COLLEGE PROPERTY BY ROWE SURVEYING AND ENGINEERING COMPANY, INC. DATED MARCH 29, 1977.

2.) TYPE OF SURVEY: RECORD PLAT.

3.) FIELD DATE(S): APRIL 1999 - OCTOBER 1999.

4.) CAPPED 5/8" REBARS (FCA-00033-LS) SET AT ALL PROPERTY CORNERS EXCEPT WHERE NOTED OTHERWISE.

5.) THIS PROPERTY IS FOUND TO BE LOCATED IN FLOOD HAZARD AREAS "X-CLEAR", "X-SHADED" & "AE" AS SHOWN ON THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NO. 015008, PANEL 0008 J, DATED JULY 8, 1998, AS REVISED BY LOMR DATED FEBRUARY 20, 2001.

6.) DRAINAGE EASEMENTS DEPICTED AND ANY DRAINAGE STRUCTURES WITHIN SUCH EASEMENTS, ARE NOT DESIGNED OR MAINTAINED BY MOBILE COUNTY (SEE RELEASE AND SERVITUDE AFFECTING AFFECTING LOTS 13 THROUGH 21 RECORDED SIMULTANEOUSLY WITH THIS PLAT).

8.) WHERE A PLUMBING DRAINAGE SYSTEM MAY BE SUBJECT TO BACKFLOW OF SEWAGE (E.G., BELOW THE LEVEL OF THE NEAREST UPSTREAM MANHOLE COVER), SUITABLE PROVISIONS SHALL BE MADE TO PREVENT ITS OVERFLOW IN THE BUILDING. IT SHALL BE THE PROPERTY OWNER'S RESPONSIBILITY TO INSTALL AND MAINTAIN SUITABLE DEVICES IN ACCORDANCE WITH THE LOCAL PLUMBING CODE.

PLANTATION COMMERCIAL PARK UNIT ONE

ROWE SURVEYING AND ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS
5756 COTTAGE HILL ROAD, MOBILE, ALABAMA 36609
TELEPHONE: (251) 660-8760 FAX: (251) 660-1060

ACAD8-14: PCP UNIT 1.DWG | JOB: 25758 | FB: 1577/2-19 | FAX: 02-02-06-36-3 | SCALE: 1" = 100' | DATE: FEB. 05, 2002

Map

Property Details

Account	
Key Number:	3221775
Legal Description:	LOT 21 PLANTATION COMMERCIAL PARK MBK 95/50 #SEC 34 T5S R2W #MP33 08 34 3 000
Parcel Number:	3308343000001009
Type:	Real
Property Class:	2
Location	
Address:	HWY 90
Owner	
Name:	TVH PROPERTIES LLC
Mailing Address:	6324 PICCADILLY SQ DR MOBILE , AL 36609
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$0
Land Value:	$70,100
Appraised Value:	$70,100
Taxable Value:	$70,100
Assessed Value:	$14,020

VALUES DISPLAYED ARE 2022 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	DIST SCHOOL	15.500000	$14,020	$2,173.10
14	FOREST	0.000000	$0	$0.00
14	SCHOOL	14.000000	$14,020	$1,962.80
14	COUNTY	20.500000	$14,020	$2,874.10
14	CITY	7.000000	$14,020	$981.40
14	STATE	6.500000	$14,020	$911.30

Total Millage Rate: 63.500000

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
52	COMMERCIAL	0	40,033.00	0.00	0.00	$70,100	$0

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2023	N/A	N/A	N/A	N/A
2022	$0	$70,100	$70,100	$14,020
2021	$0	$70,100	$70,100	$14,020
2020	$0	$70,100	$70,100	$14,020
2019	$0	$70,100	$70,100	$14,020
2018	$0	$70,100	$70,100	$14,020
2017	$0	$70,100	$70,100	$14,020
2016	$0	$70,100	$70,100	$14,020
2015	$0	$70,100	$70,100	$14,020
2014	$0	$70,100	$70,100	$14,020
2013	$0	$70,100	$70,100	$14,020
2012	$0	$70,100	$70,100	$14,020
2011	$0	$70,100	$70,100	$14,020
2010	$0	$80,100	$80,100	$16,020
2009	$0	$80,100	$80,100	$16,020
2008	$0	$80,100	$80,100	$16,020

Property Deed History

Mobile County Revenue Commission is not allowed to provide deed documentation. Please **click here (https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn)** to visit Mobile County Probate for deed documentation.

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
1/2/2020	2	$736,300	MYERS CARL D	TVH FARMS LLC	Land	2020011424
9/25/2008		$190,500	COX PROPERTIES LLC	MYERS CARL D	Land	6446-581

9/23/2008		$185,000	3951 GOVERNMENT STREET LLC	COX PROPERTIES LLC	Land	6446-592

Payment Info

Pay Date	Tax Year	Paid By	Amount
12/9/2021	2021	Daniel Williams	$890.27
12/11/2020	2020	Daniel Williams	$890.27
1/9/2020	2019	CARL D MYERS, DVM DBA THEODORE VETERINARY HOSPITAL	$890.27
1/4/2019	2018	CARL D MYERS	$890.27
10/2/2017	2017	MYERS CARL	$890.27
1/4/2017	2016	CARL D MYERS DVM	$890.27
11/30/2015	2015	CARL D MYERS DVM	$890.27
12/15/2014	2014	THEODORE VETERINARY HOSPITAL	$890.27
10/8/2013	2013	THEODORE VETERINARY HOSPITAL	$679.97
11/30/2012	2012	THEODORE VETERINARY HOSPITAL	$679.97
12/21/2011	2011	THEODORE VETERINARY HOSPITAL	$679.97
10/27/2010	2010	THEODORE VETERINARY HOSPITAL	$776.97
8/24/2010	2010	DARWYN MEYERS (CASH CK- COMPASS)	$897.63
11/25/2008	2008	ANCHOR TITLE LLC	$776.97

Map

Property Details

Account	
Key Number:	2699191
Legal Description:	LOT 1 RESUB OF LOTS 5,6 & 7 RITE IND PARK MBK 72/76 #SEC 03 T6S R2W #MP38 02 03 2 000
Parcel Number:	3802032000001011
Type:	Real
Property Class:	2
Location	
Address:	5761 HWY 90 W THEODORE, AL 36582
Owner	
Name:	TVH PROPERTIES LLC
Mailing Address:	6324 PICCADILLY SQ DR MOBILE , AL 36609
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$594,700
Land Value:	$130,700
Appraised Value:	$725,400
Taxable Value:	$725,400
Assessed Value:	$145,080

VALUES DISPLAYED ARE 2022 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	SCHOOL	14.000000	$145,080	$20,311.20
14	CITY	7.000000	$145,080	$10,155.60
14	STATE	6.500000	$145,080	$9,430.20
14	DIST SCHOOL	15.500000	$145,080	$22,487.40
14	FOREST	0.000000	$0	$0.00
14	COUNTY	20.500000	$145,080	$29,741.40

Total Millage Rate: 63.500000 **Fees:** Storm Water: $675.82 Total Fees: $675.82

Property Improvement - Building

Type: 2 **Living Area:** 4,785.00sqft **Value:** $513,600

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
652	VETERINARY CLINIC	C0	BRICK ON WOOD	1999	

Type: 2 **Living Area:** 0.00sqft **Value:** $81,100

Type	Description	Class CD	Year Built	SQFT
MISCIMP	MISCELLANEOUS IMPROVEMENT	A0	0	

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
52	COMMERCIAL	0	130,680.00	0.00	0.00	$130,700	$0

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2023	N/A	N/A	N/A	N/A
2022	$594,700	$130,700	$725,400	$145,080
2021	$594,700	$130,700	$725,400	$145,080
2020	$609,300	$130,700	$665,200	$133,040
2019	$423,600	$130,700	$554,300	$110,860
2018	$433,500	$130,700	$564,200	$112,840
2017	$433,500	$130,700	$564,200	$112,840
2016	$412,300	$130,700	$543,000	$108,600
2015	$364,300	$130,700	$495,000	$99,000
2014	$372,200	$130,700	$502,900	$100,580
2013	$380,100	$130,700	$510,800	$102,160
2012	$388,000	$130,700	$518,700	$103,740
2011	$391,900	$130,700	$522,600	$104,520
2010	$404,900	$130,700	$535,600	$107,120
2009	$452,900	$130,700	$583,600	$116,720
2008	$453,000	$130,700	$583,700	$116,740

Property Deed History

Mobile County Revenue Commission is not allowed to provide deed documentation. Please **click here (https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn)** to visit Mobile County Probate for deed documentation.

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
1/2/2020	2	$736,300	MYERS CARL D	TVH FARMS LLC	Land & Bldg	2020011424
8/7/2002	QUALIFIED	$429,000			Land & Bldg	WD5211-1067

Payment Info

Pay Date	Tax Year	Paid By	Amount
12/9/2021	2021	Daniel Williams	$9,888.40
12/11/2020	2020	Daniel Williams	$9,123.82
1/9/2020	2019	CARL D MYERS, DVM DBA THEODORE VETERINARY HOSPITAL	$7,715.43
1/4/2019	2018	CARL D MYERS	$7,818.74
10/2/2017	2017	MYERS CARL	$7,165.34
1/4/2017	2016	CARL D MYERS DVM	$6,896.10
11/30/2015	2015	CARL D MYERS DVM	$6,286.50
12/15/2014	2014	THEODORE VETERINARY HOSPITAL	$6,386.83
10/23/2013	2013	THEODORE VETERINARY HOSPITAL	$4,954.76
11/30/2012	2012	THEODORE VETERINARY HOSPITAL	$5,031.39
12/20/2011	2011	THEODORE VETERINARY HOSPITAL	$5,069.22
10/7/2010	2010	THEODORE VETERINARY HOSPITAL	$5,195.32
10/13/2009	2009	THEODORE VETERINARY HOSPITAL	$5,660.92
10/15/2008	2008	THEODORE VETERINARY HOSPITAL	$5,661.89

Gauthier, Lana

From: Michael Linder <Michael.Linder@atchisonlaw.com>
Sent: Friday, March 31, 2023 1:36 PM
To: Gauthier, Lana
Subject: RE: Vacation Requests

CAUTION: External Email

I don't see any issues (I'm assuming the fees have been paid), go ahead and circulate the requests please. Thanks!

MML

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Thursday, March 30, 2023 4:22 PM
To: Michael Linder <Michael.Linder@atchisonlaw.com>
Subject: Vacation Requests

Michael,

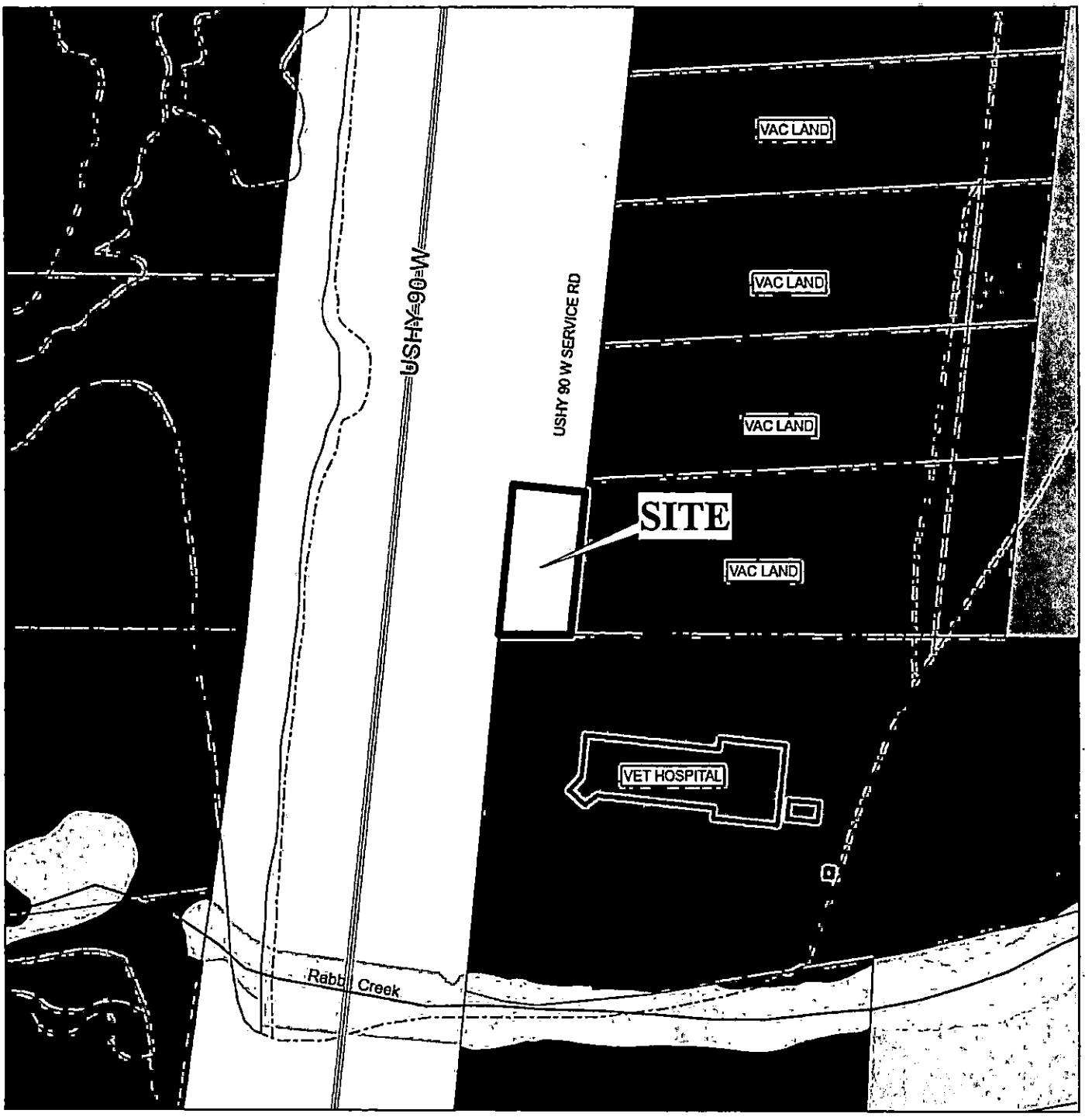
Attached are two vacation requests (Theodore Vet Hospital & Jordan Vallas). I always sent these to Chris for his approval before sending to other City departments thus beginning the process.

Please advise if these requests are ok to proceed.

Thanks!

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

ROW VACATION REQUEST



DATE April 10, 2023

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

N

NTS

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, June 14, 2023 2:36 PM
To: Carleen Stout (carleen.stout@cityofmobile.org); Lewis, Rhonda; Benedict, Jaclyn; Parker, Ashley L
Subject: FW: Vacation Request - Theodore Vet Hospital
Attachments: Theodore Vet packet.pdf

Good afternoon,

Please review the attached vacation request and advise if Real Estate has any objections and the value of the property.

Thank you!

Lana Pafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Gauthier, Lana
Sent: Monday, April 3, 2023 9:32 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; D M Penn (pennd@cityofmobile.org) <pennd@cityofmobile.org>; Harris Jessica M (jmh5pk) <jmh5pk@virginia.edu>
Subject: Vacation Request - Theodore Vet Hospital

Good morning,

Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

Please advise if you have any objections.

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: Tuesday, June 27, 2023 2:13 PM
To: Jennifer White (whitej@cityofmobile.org)
Subject: Vacation Request Emailing: Auto Color0060
Attachments: Auto Color0060.pdf

Jennifer,

I've attached a vacation request from Theodore Vet Hospital. In the documents, you sent a letter stating that a traffic impact study is a requirement to proceed. There is a letter from an engineer stating that Traffic Engineering Dept. concluded that the study would yield no meaningful result. Do you concur with that statement? I want to make sure before I proceed with adding the request to a Council agenda.

Thanks,

Lana Pafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Your message is ready to be sent with the following file or link attachments:

Auto Color0060

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Darly B. Russell, P.E.
Water & Sewer Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 2368
Mobile, Alabama 36652

Eric Boykin
Alabama Power Company
P. O. Box 2247
Mobile, Alabama 36652

Ron Wisner
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, Alabama 36606

Brad Sadler
Specialist
AT & T Alabama
2155 Old Shell Road
Mobile, Alabama 36607

Darly B. Russell, P.E.
Water & Sewer Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 2368
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R160223

Gauthier, Lana

From: Gauthier, Lana
Sent: Friday, July 7, 2023 3:44 PM
To: Pappas, Margaret; csmoke@abblawfirm.com
Subject: Vacation Request - Theodore Vet Hospital Emailing: Auto Color0078
Attachments: Auto Color0078.pdf

Margaret,

Attached is your April 11, 2023 memo regarding the above-referenced vacation request. Mr. Smoke has questions for you regarding the need for a new application to the PC. I have included Mr. Smoke in this email or he can be reached at (251) 509-0569.

Please advise.

Thank you,

Lana Pafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Your message is ready to be sent with the following file or link attachments:

Auto Color0078

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/13/2023 - 10:30 AM

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 HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS A CONDITION OF THE VACATION OF A PORTION OF A US HIGHWAY 90 WEST SERVICE ROAD

The City of Mobile has been requested by the Theodore Veterinary Hospital to vacate a portion of a U. S. Highway 90 West Service Road.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, August 15, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

Hwy 90 Service Road Vacation

Adjoining Properties	Tax assessor Fair Unimproved Mkt Value 2023	Sq. Ft.
Lot 1, Key No. 2699191	$ 175,300	130,380
Lot 2, Key No. 3221775	$ 56,000	40,033

$1.37 / SF AVERAGE X 5,120 (SF TO BE VACATED) = $7,014.40 Real Estate Department

Rhonda D. Lewis
Real Estate Specialist
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama 36633
(251) 208-7537 (ph)
rhonda.lewis@cityofmobile.org

Gauthier, Lana

From: Gauthier, Lana
Sent: Friday, June 30, 2023 10:20 AM
To: 'csmoke@abblawfirm.com'
Subject: FW: Hwy 90 Service Road Vacation

Good morning, Caleb,

Below is the calculation for the vacation fee for the above-referenced property.

Please let me know what Margaret Pappas says about the new application to the Planning Commission.

Thank you,

Lana Pafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Lewis, Rhonda <rhonda.lewis@cityofmobile.org>
Sent: Tuesday, June 27, 2023 1:47 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Stout, Carleen <carleen.stout@cityofmobile.org>
Subject: Hwy 90 Service Road Vacation

Good afternoon, Lana,

Carleen is swamped and asked me to send this along! Please see below our calculation based on **2023** tax assessor values of unimproved land and sf for the two key numbers involved in this petitioned vacation.

Real Estate does not object to the vacation. I do make the following observations regarding the petition:

1. The survey they attached is a preliminary subdivision survey that is not clear – if there are other dimensions to the land that are different than the tax assessor, they are not legible.
2. The original petition is from 2021 (petitioner states the original was misplaced) which contain varying dates, ie from utility companies.
3. I'm sure this is not a big deal, but just pointing out that the Declaration document has a typo in the title - it reads "Five" and should read "Fifty." This is pg. 8 of your attachment from the petitioner.

Thanks for all you do! If there are any questions or if we can provide any assistance, let us know.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

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

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	8/17/2023

REVIEWERS:

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

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

Sponsored by: William S. Stimpson

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

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

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

CHAPTER 25 GARBAGE, TRASH, AND LITTER

ARTICLE 1. GARBAGE AND TRASH

Sec. 25-1 – Applicability and Rule of Construction

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

Sec. 25-2 – Definitions

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

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

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

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

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

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

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

Sec. 25-4 – General Requirements

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

Sec. 25-5 – Household garbage.

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

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

(c) *Garbage carts*.

(1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.

(2) Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism.

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

(4) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(5) Removal of garbage cart from the assigned address shall be prohibited.

(6) Failure to comply with any provision of 25-5(c) shall be a violation punishable under Article Three hereof.

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

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

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

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

Sec. 25-6 – Household trash.

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

(b) *Quantity.*

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

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

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

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

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

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

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

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

Sec. 25-7 – Hazardous materials/waste.

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

Sec. 25-8 – Downtown Business District

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

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

(c) *Garbage Carts.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Dumpster enclosures must meet the following criteria:

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

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

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

Sec. 25-10 – Commercial Waste/Collection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. LITTER[1]

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

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

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

Sec. 25-21 – Litter receptacles.

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

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

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

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

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

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

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

Sec. 25-22 – Littering from a vehicle.

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

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

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

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

Sec. 25-23 – Sweeping litter into street.

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

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

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

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

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

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

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

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

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

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

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

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

Article III – Enforcement

Sec. 25-30 – Violations

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

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

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

Sec. 25-31 – Enforcement procedures.

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

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

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

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

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

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

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

Sec. 25-33 – Penalties.

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

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

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

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

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

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

ARTICLE VI. SEPTAGE AND GREASE HAULER REGULATIONS

Sec. 25-40 – Title

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

(Ord. No. 25-086, § 1, 11-26-02)

Sec. 25-41 – Findings and purpose.

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

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

Sec. 25-42 – License required.

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

Sec. 25-43 – Operating requirements.

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 8:39 AM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Emma Holt is appointed to the Mobile City-County Youth Council effective immediately.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Scott Novak, Mobile Tennis Center

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the United States Tennis Association in the amount of $110,000.00 for purposes of court resurfacing. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $110,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	8/16/2023
Resolution	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	8/17/2023 - 8:06 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:00 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:01 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:54 PM

CITY OF MOBILE

MOBILE TENNIS CENTER

To Whom It May Concern:

The resolution to submit an application to the United States Tennis Association for funding the Medal of Honor Park tennis courts. We are applying for $110,000 to assist with the cost of court resurfacing. We have CIP funding for this project. However, the estimate is more than we have available, thus the need for additional funding from the USTA.

Please contact me (251)610-0087, scott.novak@cityofmobile.org) with any questions you may have.

Respectfully,

Scott Novak

SCOTT NOVAK
General Manager
Mobile Tennis Center

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept, and receive from the United States Tennis Association, a Notice of Award for grant assistance in the amount of $110,000. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and sign any agreements or other documents in connection with the grant application and to provide any information required by the United States Tennis Association. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Scott Novak, Mobile Tennis Center

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the United States Tennis Association in the amount of $125,000.00 for lights and electric control panels. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $125,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	8/16/2023
Resolution	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	8/17/2023 - 8:07 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:00 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:00 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:54 PM

CITY OF MOBILE

MOBILE TENNIS CENTER

To Whom It May Concern:

The resolution to submit an application to the United States Tennis Association for funding for LED tennis court lights and electric control panels for the Mobile Tennis Center. We are applying for $125,000 to assist with the cost of this project. We have $290,000 appropriated in Capital Funds for this project. However, we estimate rising supply and labor costs will exceed that amount. Thus, the USTA funding is critical for completing the project.

Please contact me (251)610-0087, scott.novak@cityofmobile.org) with any questions you may have.

Respectfully,

Scott Novak

SCOTT NOVAK
General Manager
Mobile Tennis Center

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept, and receive from the United States Tennis Association, a Notice of Award for grant assistance in the amount of $125,000. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and sign any agreements or other documents in connection with the grant application and to provide any information required by the United States Tennis Association. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement.

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/22/2023

Renewal Date of Contract:

8/22/2023

Funding Source

Project # 1861 La Salle Street - ME-038-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1861 La Salle Street	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/17/2023 - 8:50 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1861 La Salle Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1861 La Salle Street** described as:

COM AT A PT ON THE E/L OF RICKARBY ST WHERE IT IS INT BY THE N/L OF A 12 FT ALLEY WHICH IS PAR TO & 144 FT S OF LASALLE AVE RUN TH N ALG THE E/L OF RICKARBY ST 127 FT & 8 IN TO A PT TH NEWLY & ALG THE ARC OF A CIR WHOSE CNTR IS THE CNTR OF LEE CIR 25 FT & 9 IN TO THE S/L OF LASALLE AVE TH E ON LASALLE AVE 60 FT & 8 IN TO A PT TH S & PAR TO RICKARBY ST 144 FT TO THE N/L OF THE ALLEY ABOVE MENTIONED TH W ALG THE N/L OF SD ALLEY 80 FT TO THE POB & BEING LOT 26 OF LEE PL DBK 132 N S PG 342 #SEC 28 T4S R1W #MP29 10 28 2 001

Parcel Number: 29 10 28 2 001 088

Last Assessed to: DEMARIO DAVIS & FLOYD DAVIS

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
August 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 22, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1861 LA SALLE STREET** OWNED BY OR MAY HAVE AN INTEREST: **DEMARIO DAVIS & FLOYD DAVIS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 2 001 088

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 06/29/2023

Property Address: 1861 La Salle Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Demario Davis & Floyd Davis
1214 Murray Hill Court, APT D
Mobile, Alabama 36606-6114

June 29, 2023

RE: **1861 La Salle Street**
Project Number: ME-038-23

Dear Demario & Floyd Davis:

On June 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1861 La Salle Street.

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

COM AT A PT ON THE E/L OF RICKARBY ST WHERE IT IS INT BY THE N/L OF A 12 FT ALLEY WHICH IS PAR TO & 144 FT S OF LASALLE AVE RUN TH N ALG THE E/L OF RICKARBY ST 127 FT & 8 IN TO A PT TH NEWLY & ALG THE ARC OF A CIR WHOSE CNTR IS THE CNTR OF LEE CIR 25 FT & 9 IN TO THE S/L OF LASALLE AVE TH E ON LASALLE AVE 60 FT & 8 IN TO A PT TH S & PAR TO RICKARBY ST 144 FT TO THE N/L OF THE ALLEY ABOVE MENTIONED TH W ALG THE N/L OF SD ALLEY 80 FT TO THE POB & BEING LOT 26 OF LEE PL DBK 132 N S PG 342 #SEC 28 T4S R1W #MP29 10 28 2 001

Parcel Number: 29 10 28 2 001 088

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **August 12, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 12, 2023,** provide the Code Official with a work plan to accomplish the repairs by **August 12, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 12, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on August 22, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1861 LA SALLE ST

Property Details

PARCEL KEYX	00923068	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	~~31~~ 51	SCORE DISCRIPTION	Stabilize

Notes

REVIEW COMMITTEE

SECURE [X]

DEMOLITION [X]

APPROVAL DATE 5-14-23

DEMO / SECURE Dowling

NUISANCE ABATEMENT **1861 LA SALLE STREET** **PHOTOS AGENDA / DW**

2023/08/15

NUISANCE ABATEMENT **1861 LA SALLE STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1861 LA SALLE STREET** **PHOTOS AGENDA / DW**

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NUISANCE ABATEMENT **1861 LA SALLE STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1861 LA SALLE STREET** **PHOTOS AGENDA / DW**

2023/08/15

2023/08/15

2023/08/15

NUISANCE ABATEMENT **1861 LA SALLE STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1861 LA SALLE STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1861 LA SALLE STREET** **PHOTOS AGENDA / DW**

Affidavit of Mailed Notice

Date: August 22, 2023

State of Alabama
County of Mobile

Subject Property –1861 La Salle Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **1861 La Salle Street** Date: May 19, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 18, 2023

Per the Title Report, the owners are: Demario Davis and Floyd Davis

Notes: Mobile County Revenue Commission 2022 Tax Lien Sale is currently being held. Will not know the amount of the redemption for a several weeks.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Demario Davis and Floyd Davis 1861 La Salle St Mobile AL 36617-3301	Owner and Subject Address Phone number 251-545-5629
2	Demario Davis and Floyd Davis 1214 Murray Hill Ct Apt D Mobile AL 36606-6114	Owner Phone number 251-447-8155
3	Demario Davis and Floyd Davis 1863 Saint Stephens Ct Mobile AL 36617-3301	Secondary Address

TAX STATUS: 2022 TAXES ARE NOT PAID – IN LIEN SALE FOR 2022 (WILL NOT HAVE AMOUNT FOR SEVERAL WEEKS DUE TO LIEN SALE GOING ON NOW)

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Demario & Floyd Davis recorded 5/19/2023 instrument number 2023031377

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - C J Small - DIstrict 3

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/22/2023

Renewal Date of Contract:

8/22/2023

Funding Source

Project # 2510 Greenlawn Drive - ME-035-23 **Discretionary Funds** N/A

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

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

Grant Funds **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition -2510 Greenlawn Drive	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/17/2023 - 8:52 AM

RESOLUTION

Sponsored by: Councilmember C J Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2510 Greenlawn Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2510 Greenlawn Drive** described as:

LOT 78 1ST UNIT MORNINGSIDE MANOR MBK 6 P 431 #SEC 6 T5S R1W #MP32 02 06 0 001

Parcel Number: 32 02 06 0 001 185

Last Assessed to: AUSTIN DIXON

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
August 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 22, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2510 GREENLAWN DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **AUSTIN DIXON,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 32 02 06 0 001 185

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

2510 Greenlawn Drive

Property Details			
Parcel Key	980255	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	06-23-23	Comments	

Property Score			
Score	92	Score Description	Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 06/29/2023

Property Address: 2510 Greenlawn Drive **District No:** 3

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Austin Dixon
5215 Roswell Road S
Mobile, Alabama 36619-5247

June 29, 2023

RE: **2510 Greenlawn Drive**
Project Number: ME-035-23

Dear Austin Dixon:

On June 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2510 Greenlawn Drive.

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

LOT 78 1ST UNIT MORNINGSIDE MANOR MBK 6 P 431 #SEC 6 T5S R1W #MP32 02 06 0 001

Parcel Number: 32 02 06 0 001 185

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **August 12, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 12, 2023,** provide the Code Official with a work plan to accomplish the repairs by **August 12, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 12, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on August 22, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2510 GREENLAWN DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **2510 GREENLAWN DRIVE** **PHOTOS AGENDA / DW**

2023/08/15

NUISANCE ABATEMENT **2510 GREENLAWN DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **2510 GREENLAWN DRIVE** **PHOTOS AGENDA / DW**

2023/08/15

NUISANCE ABATEMENT **2510 GREENLAWN DRIVE** **PHOTOS AGENDA / DW**

2023/08/15

NUISANCE ABATEMENT **2510 GREENLAWN DRIVE** **PHOTOS AGENDA / DW**

Affidavit of Mailed Notice

Date: August 22, 2023

State of Alabama
County of Mobile

Subject Property –2510 Greenlawn Drive

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **2510 Greenlawn Drive** Date: May 19, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 17, 2023

Per the Title Report, the owner is: Austin Dixon

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Austin Dixon 5215 Roswell Rd S Mobile AL 36619-5247	Owner Phone number 251-222-5032
2	Austin Dixon 2510 Greenlawn Dr Mobile AL 36605-5215	Subject Address

TAX STATUS: CURRENT 2022 PAID

Parties with recorded liens per Title Report:

4	Jason Patrick Zarzaur PO Box 11366 Birmingham AL 35202	Midland Credit Management vs Austin Dixon Instrument number 2023019580 recorded 4/3/2023

Open Mortgages

Consumer Mortgage Co., Inc. 766 Downtowner Loop West Mobile AL 36609	Consumer Mortgage to Austin Dixon instrument number 2020002642 recorded 1/15/2020

Lis Pendens:

Lis Penden: City of Mobile vs Austin Dixon recorded 5/19/2023 instrument number 2023031374

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Gary Jackson, Deputy Diriector of Municipal Enforcement

Sponsored by:

Council Member - C J Small - District 3

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/22/2023

Renewal Date of Contract:

8/22/2023

Funding Source

Project # 1157 Kentucky Street - ME-055-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1157 Kentucky Street	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/17/2023 - 8:57 AM

RESOLUTION

Sponsored by: Councilmember C J Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1157 Kentucky Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1157 Kentucky Street** described as:

THAT LOT OF LAND KNOWN AS L OT 13 IN SQ 22 OF BASCOMBE TRT AS PER MAP OF RECORD IN THE PROBATE COURT OF MOBILE CO AL SD LOT BEG AT PT ON S/S OF KENTUCKY ST 135 FT W OF SW COR OF KENTU CKY & KELLY STS TH RUNNING WLY ALG S/S OF KENTUCKY ST 45 FT FOR FRONT OF SD LOT & EXTENDING SLY PAR WITH KELLY ST 150 FT FOR A DEPTH WITH SAME WIDTH IN REAR AS IN FRONT BEING SAME PPTY CONVEYED TO SISTERS OF THE VISITATION A CORPORATION BY DUFFY BLACK & WIFE JULIA BL ACK BY DEED DTD APRIL 1 1932 DBK 240 N S PG 88 MOBI LE CO RECORDS #SEC 37 T4S R1W #MP29 10 37 0 006

Parcel Number: 29 10 37 0 006 017

Last Assessed to: ROBERT M & YOLANDA H JONES

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
August 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 22, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1157 KENTUCKY STREET** OWNED BY OR MAY HAVE AN INTEREST: **ROBERT M & YOLANDA H JONES,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 37 0 006 017

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1157 Kentucky Street

Property Details			
Parcel Key	939186	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	06-15-23	Comments	

Property Score			
Score	78	Score Description	Demolition

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE _____

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 06/29/2023

Property Address: 1157 Kentucky Street **District No:** 3

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Robert M & Yolanda H Jones
773 Gorgas Street S
Mobile, Alabama 36605

June 29, 2023

RE: **1157 Kentucky Street**
Project Number: ME-055-23

Dear Robert M & Yolanda H Jones:

On June 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1157 Kentucky Street.

I. **PROPERTY** The legal description of the Property is as follows:

THAT LOT OF LAND KNOWN AS L OT 13 IN SQ 22 OF BASCOMBE TRT AS PER MAP OF RECORD IN THE PROBATE COURT OF MOBILE CO AL SD LOT BEG AT PT ON S/S OF KENTUCKY ST 135 FT W OF SW COR OF KENTU CKY & KELLY STS TH RUNNING WLY ALG S/S OF KENTUCKY ST 45 FT FOR FRONT OF SD LOT & EXTENDING SLY PAR WITH KELLY ST 150 FT FOR A DEPTH WITH SAME WIDTH IN REAR AS IN FRONT BEING SAME PPTY CONVEYED TO SISTERS OF THE VISITATION A CORPORATION BY DUFFY BLACK & WIFE JULIA BL ACK BY DEED DTD APRIL 1 1932 DBK 240 N S PG 88 MOBI LE CO RECORDS #SEC 37 T4S R1W #MP29 10 37 0 006

Parcel Number: 29 10 37 0 006 017

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 12, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 12, 2023,** provide the Code Official with a work plan to accomplish the repairs by **August 12, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 12, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on August 22, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

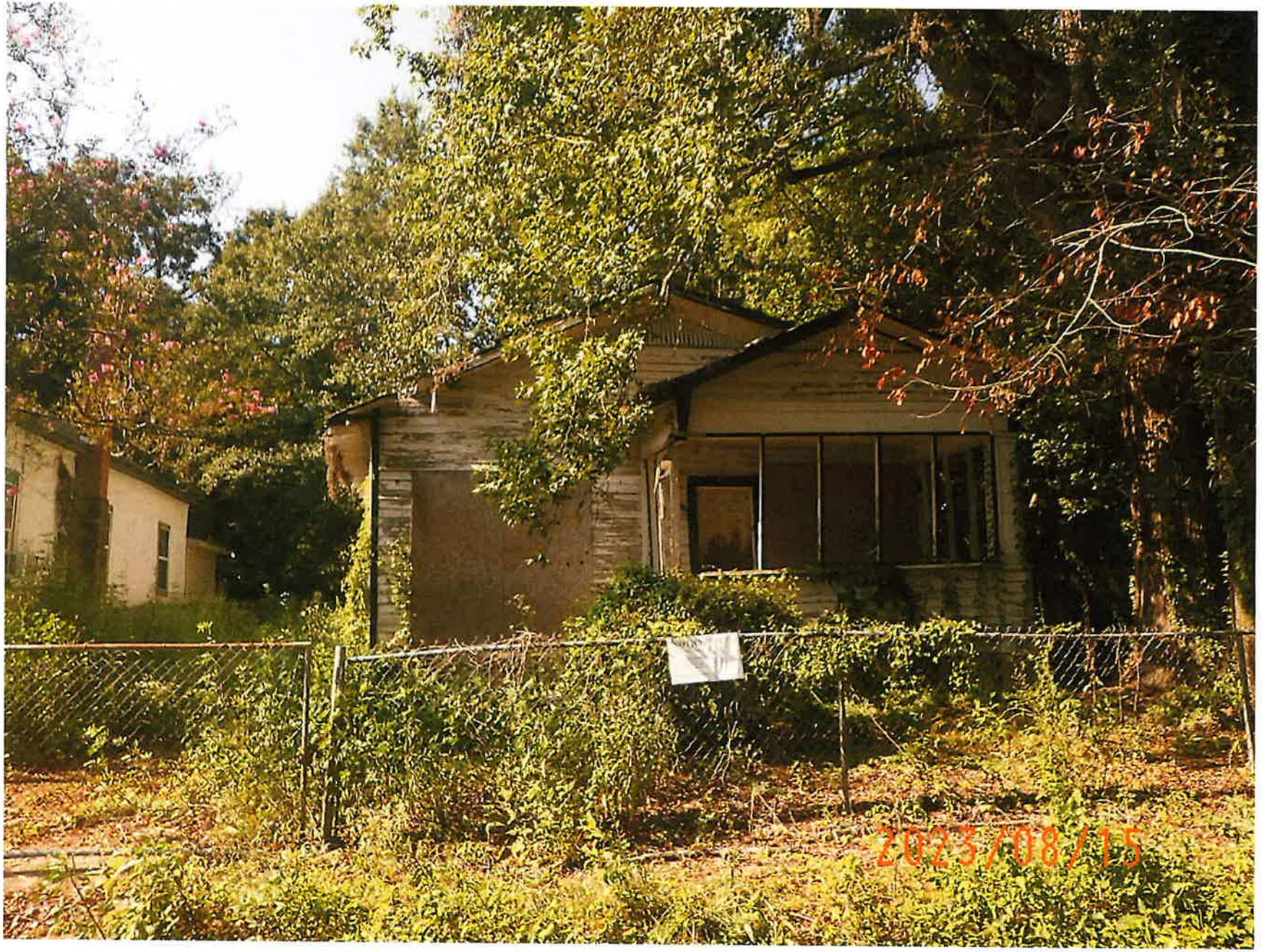
IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1157 KENTUCKY STREET** **PHOTOS AGENDA / DW**



2023/08/15

2023/08/15

NUISANCE ABATEMENT **1157 KENTUCKY STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1157 KENTUCKY STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1157 KENTUCKY STREET** **PHOTOS AGENDA / DW**

2023/08/15

2023/08/15

Affidavit of Mailed Notice

Date: August 22, 2023

State of Alabama
County of Mobile

Subject Property –1157 Kentucky Street

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RUSH

RE: Rush – 1157 Kentucky St Date: June 20, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 18, 2023

Per the Title Report, the owner is: Robert Morris Jones and Yolanda Harris Jones

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Robert Morris Jones & Yolanda Harris Jones 773 Gorgas St Mobile AL 36603-1045	Owner Phone number 251-423-8383 Phone number 251-433-6715
2	Robert Morris Jones & Yolanda Harris Jones 1157 Kentucky St Mobile AL 36605-1565	Subject Address

TAX STATUS: 2022 CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile against Robert Morris Jones and Yolanda Jones, recorded January 16, 2018 in LR Book 7594, page 1974.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council Member - Ben Rynolds - District 4

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
8/22/2023

Renewal Date of Contract:
8/22/2023

Funding Source

Project # 3105 Emelye Drive - ME-043-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 3105 Emelye Drive	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/17/2023 - 9:03 AM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds - District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **3105 Emelye Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3105 Emelye Drive** described as:

LOT 10 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: 32 02 11 4 002 016.01

Last Assessed to: ANGELA DAWN SEABURG

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
August 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 22, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3105 EMELYE DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **ANGELA DAWN SEABURG,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 32 02 11 4 002 016.01

COUNCIL DISTRICT 4 – BEN REYNOLDS

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

3105 EMELYE DRIVE

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	05/22/2023	Comments	

Property Score			
Score	68	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5/22/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 06/29/2023

Property Address: 3105 Emelye Drive **District No:** 4

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Angela Dawn Seaburg
5217 Maudelayne Drive N
Mobile, Alabama 36693-2633

June 29, 2023

RE: **3105 Emelye Drive**
Project Number: ME-049-23

Dear Donald D Lewis:

On June 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 3105 Emelye Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 18 CANTERBURY HEIGHTS FOURTH UNIT MBK 25 P 24 SECT 10 T5S R2W #SEC 10 T5S R2W #MP33 02 10 4

Parcel Number: 32 02 11 4 002 016.01

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 12, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 12, 2023,** provide the Code Official with a work plan to accomplish the repairs by **August 12, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 12, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on August 22, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

2023/08/14

2023/08/15

NUISANCE ABATEMENT **3105 EMELYE DRIVE** **PHOTOS AGENDA / DW**

Affidavit of Mailed Notice

Date: August 22, 2023

State of Alabama
County of Mobile

Subject Property –3105 Emelye Drive

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 3105 Emelye Drive Date: June 1, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 4, 2023

Per the Title Report, the owner is: Angela Dawn Seaborg

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Angela Dawn Seaborg 5217 Maudelayne Dr N Mobile AL 36693-2633	Owner Phone number 251-229-1255
2	Angela Dawn Seaborg 3105 Emelye Dr Mobile AL 36693-2617	Subject Address

TAX STATUS: CURRENT 2022 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - Joel Daves - District 5

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:

N/A

Effective Date of Contract:

8/22/2023

Renewal Date of Contract:

8/22/2023

Funding Source

Project # 400 LaRose Drive - ME-041-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition -400 LaRose Drive	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/17/2023 - 9:09 AM

RESOLUTION

Sponsored by: Councilmember Joel Daves - District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **400 Larose Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **400 Larose Drive** described as:

LOT 10 BLK L BERKSHIRE HILLS PART C MBK 8 P 243 #SEC 38 T4S R2W #MP28 08 38 4 003

Parcel Number: 28 08 38 4 003 001

Last Assessed to: KEVIN A VAUGHN

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
August 14, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 22, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **400 LAROSE DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **KEVIN A VAUGHN,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 08 38 4 003 001

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

400 LAROSE DRIVE

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	DATE	Comments	

Property Score			
Score	43	Score Description	REVIEW COMM

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE 8/4/23

Demo/Secure Dwelling -

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 06/29/2023

Property Address: 400 Larose Drive **District No:** 5

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [ ] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [ ] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Kevin A Vaughn
11501 West Road, APT 213
Houston, Texas 77055-4782

June 29, 2023

RE: **400 Larose Drive**
Project Number: ME-041-23

Dear Kevin A Vaughn:

On June 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 400 Larose Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 10 BLK L BERKSHIRE HILLS PART C MBK 8 P 243 #SEC 38 T4S R2W #MP28 08 38 4 003

Parcel Number: 28 08 38 4 003 001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 12, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 12, 2023,** provide the Code Official with a work plan to accomplish the repairs by **August 12, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 12, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on August 22, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

2023/08/14

2023/08/14

2023/08/14

2023/08/14

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2023/08/14

NUISANCE ABATEMENT 400 LAROSE DRIVE PHOTOS AGENDA / DW

NUISANCE ABATEMENT 400 LAROSE DRIVE PHOTOS AGENDA / DW

Affidavit of Mailed Notice

Date: August 22, 2023

State of Alabama
County of Mobile

Subject Property –400 Larose Drive

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 400 La Rose Drive Date: May 22, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 20, 2023

Per the Title Report, the owner is: Kevin A. Vaughn

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kevin A. Vaughn 11501 West Rd Apt 213 Houston TX 77065-4782	Owner Phone number 251-554-2037
2	Kevin A. Vaughn PO Box 91831 Mobile AL 36691-1831	Secondary address
3	Kevin A. Vaughn 400 La Rose Dr Mobile AL 36609-2316	Subject Address

TAX STATUS: CURRENT 2022 PAID

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Kevin Vaughn, recorded 12/15/2021 instrument number 2021082399

Open Mortgages

Wells Fargo Home Mtg. 1 Home Campus MACX 2302-017 Des Moines, IA 50328	Mortgage from Kevin A Vaughn to Wells Fargo Home Mortgage, Inc. recorded 6/5/2022 bk 5169 pg 1763 – no release found
U.S. Small Business Administration 801 Tom Martin Dr., Ste. 120 Birmingham, AL 35211	Mortgage from Kevin A Vaughn to SBA recorded 3/7/2006 bk 5930 pg 313 – no release found

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 10:44 AM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT Lafayette Heights Park officially be renamed "Historic Lafayette Heights Neighborhood Park".

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/17/2023 - 10:49 AM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT the multi-purpose athletic field, located at Thomas Sullivan Park be officially renamed "Coach Hershel Wilson, Sr. Multi-Purpose Athletic Field" in honor of Coach Wilson's 40 plus years of service to the Thomas Sullivan Park.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council District 1	Cory Penn	9 Cases
Council District 2	William Carroll	8 Cases
Council District 3	C J Small	1 Case
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	1 Case
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1646

Effective Date of Contract:

8/22/2023

Funding Source

Project # Weed Lien Group 1646 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1646	Cover Memo	8/17/2023
resolution	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			8/17/2023 - 9:43

Enforcement	Gauthier, Lana	Approved	AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 17, 2023**

SUBJECT: WEED LIEN GROUP **1646**

Attached, please find Assessment Lists for Weed Lien Group Number **1646** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 8/22/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/26/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 8/24/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 9/7/2023

LEGAL NOTICE ADS: 9/13/2023-9/20/2023

POSTING DATE: 9/19/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1646	Res. No.
//2023	LOTS TO BE DECLARED	58-
//2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1104 Furr St	27942	28407		1	
2	356 Cassidy St	26717	28408		2	
3	2112 Hamilton Rd	26329	28409		1	
4	1613 Navco Rd	27281	28410		3	
5	957 Pinemont Dr	27337	28411		5	
6	2909 Pages Lane	26142	28412		1	
7	1800 LeGrande Dr	31414	28413		1	
8	623 Chin St	26539	28414		2	
9	809 Chin St	26510	28415		2	
10	1200 Brussells St	27217	28416		2	
11	0 Abrams St	21942	28417		1	
	Par No. (29 08 18 2 002 009.XXX)					
12	1605 Wexford St	27397	28418		2	
13	1651 Wexford St	27393	28419		2	
14	1622 Duval St	27457	28420		2	
15	2450 Dog River Dr N	26897	28421		4	
16	2150 Plesant Ave	32041	28422		1	
17	1819 Strange St	26776	28423		1	
18	1704 Griffin St	26612	28424		1	
19	1859 Jones St	28848	28425		1	
20	812 Chin St	26511	28426		2	
				$ -		

District total for this group	
1	9
2	8
3	1
4	1
5	1
6	0
7	0
	20

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

8-17-23

Marchetta Tarte 8-17-2023

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1646** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **26th day of September 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH VETERANS DAY ACTIVITIES ON NOVEMBER 10, 2023.

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-08/10040580-42080	**Discretionary Funds** DSC-08
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE BAY AREA VETERANS DAY COMMISIONS, INC.	Cover Memo	8/14/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	8/14/2023 - 10:42 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **$5,000.00** to Mobile Bay Area Veterans Day Commission, Inc., from his discretionary funds*; and

WHEREAS, *Mobile Bay Area Veterans Day Commission, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Bay Area Veterans Day Commission, Inc., *will be used to assist with Veterans Day Activities on November 10, 2023,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,000.00** to Mobile Bay Area Veterans Day Commission, Inc , for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Digital Aerial Solutions, LLC, for processing and production of one-foot map contours for GIS.
CIP

Amount of Contract:

$39,271.69

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20230816 Digital Agenda Package POs	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12719	2023	(5010) GEOGRAPHIC INFO SYSTEMS	PROCESSING AND PRODUCTION OF ONE-FOOT MAP CONTOURS FOR GIS (PROFESSIONAL SERVICE)	$39,271.69	(298622) DIGITAL AERIAL SOLUTIONS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012719-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DIGITAL AERIAL SOLUTIONS, LLC.	GIS
4027 CRESCENT PARK DR.	651 CHURCH STREET
	2ND FLOOR
2564267823	MOBILE, AL 36602
RIVERVIEW, FL 33578	CREAMER@CITYOFMOBILE.ORG
Tel#8136280788	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	298622				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	THIS IS A PROFESSIONAL SERVICE USING INFORMATION FROM THE US GEOLOGICAL SERVICE CONTRACT 140G0222F0140 TO PRODUCE 1 FT CONTOURS.			
001	GIS Data - 1 foot contours generated from existing USGS contract. Area covered is the city limits and the 3 mile police jurisdiction.	1.00 EACH	39271.69000	39271.69
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0046 .PROFTECHNC. .			39271.69
	Ship To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			
	Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602			

Requisition Link

Requisition Total 39271.69

***** Project Ledger Summary Section *****

Bill To	Requisition 00012719-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DIGITAL AERIAL SOLUTIONS, LLC.	GIS
4027 CRESCENT PARK DR.	651 CHURCH STREET
	2ND FLOOR
2564267823	MOBILE, AL 36602
RIVERVIEW, FL 33578	CREAMER@CITYOFMOBILE.ORG
Tel#8136280788	

Deliver To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	298622				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0046 .PROFTECHNC. .		39271.69	53291.26

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	39271.69	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	07/19/23	PATRICIA CREAMER	
Approved	07/19/23	SCOTT KEARNEY	Auto approved by: 91056642
Approved	07/19/23	BRENDA RHODES	
Approved	07/19/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/19/23	RELYA MALLORY	Auto approved by: 910511034
Approved	08/14/23	DONALD ROSE	Approved by: 9105fola
Approved	08/14/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/14/23	JOHN PAINE	Auto approved by: 910516727
Approved	08/14/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

City of Mobile, AL

1ft Contour Production

Quotation for Production Processing of Contours utilizing final LiDAR products from USGS contract 140G0222F0140 AL_SWCentral_B22

Date: 18 July 2023

Prepared for:

Prepared by:

Digital Aerial Solutions, LLC
4027 Crescent Park Dr
Riverview, Florida 33578
813-628-0788 Office
813-628-0777 Fax
www.digitalaerial.com

PROPRIETARY INFORMATION.
UNAUTHORIZED USE NOT PERMITTED WITHOUT WRITTEN CONSENT.

TABLE OF CONTENTS

1 EXECUTIVE SUMMARY 3

2 PROJECT UNDERSTANDING 3

2.1 Project Area 3

3 QUOTE 4

1 EXECUTIVE SUMMARY

Digital Aerial Solutions, LLC (DAS) is pleased to provide the following quote to City of Mobile AL, for processing and production of 1ft contours using data products from USGS GPSC contract task order 140G0222F0140 AL_SWCentral_B22. DAS primary point of contact regarding this quote and effort will be Joshua Helton.

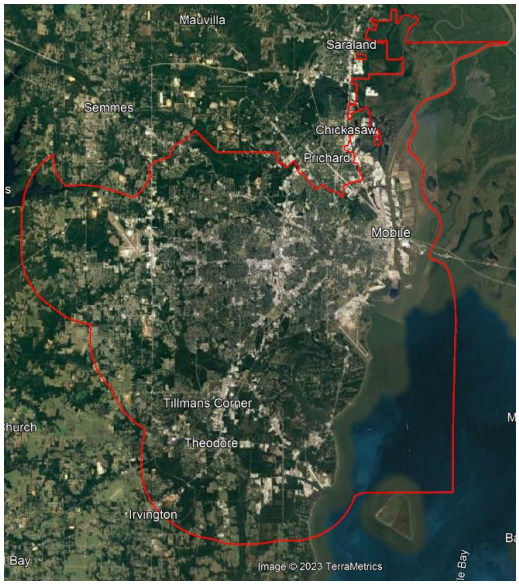
Primary Company Contact
Joshua Helton,
VP/Assistant General Manager
Digital Aerial Solutions, LLC (DAS)
4027 Crescent Park Dr.
Riverview, FL 33578
jhelton@digitalaerial.com
813.628.0788 Office

2 PROJECT UNDERSTANDING

The major components of this effort is for creation of 1ft topographically correct contours using our latest LiDAR data collection for USGS once it's passed the final acceptance stage. The 1ft Contours will be attributed with intermitted and index including labels and smoothing factor in development. It should be understood the contours produced from the USGS final accepted data will only have hydro breaklines for water bodies 2 arces or greater and rivers/streams 100ft wide or greater. Any additional correction to the topographic contours outside of the final USGS accepted data would be an additional cost.

2.1 Project Area

The project covers approximately 291 square miles total area



3 QUOTE

QUOTE NO: **07182023**	CONTRACT NO: N/A
Customer NAME: **City of Mobile** **Alabama**	SECURITY CLASSIFICATION: Unclassified
Quote TITLE: **City of Mobile, AL 1ft Contour Production**	
ACTION: **Digital Aerial Solutions (DAS) to provide processing and production of 1ft contours using data products from final accepted USGS GPSC contract task order 140G0222F0140 AL_SWCentral_B22.**	
SCOPE OF WORK: **As stated in ACTION line above**	
ADDITIONAL REQUIREMENTS: **N/A**	
PERIOD OF PERFORMANCE: **TBD BASED on USGS final accepted LiDAR Products**	

QUOTE BREAKDOWN:

LINE NO.	DESCRIPTION	TOTAL DOLLARS
01	1ft Contour Production from final USGS LiDAR data products	$39,271.69
02		
03		
04		
	TOTAL:	**$39,271.69**

☒ Client is required to sign this Quote document and return one (1) copy to DAS	☒ DAS Quote
City of Mobile BY: _____ Name: Date: _____	DAS POC BY: _____ Name: Joshua Helton Date: 18 July. 2023

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

For the design & construction administration of restroom renovations, site lighting, playground demolition, sidewalks, and dog park at Tricentennial Park

Amount of Contract:

$73,000.00

Funding Source

Project # Tricentennial Park - Site Improvements PR-004-23

Discretionary Funds

Project String C0784 CIP:2023-P-009 D1 (20002000-42200)

Contract Number:4584

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-004-23 Tricentennial Park - Site Improvements	Cover Memo	8/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/16/2023 - 12:03 PM
Capital	Rhodes, Brenda	Approved	8/16/2023 - 1:18 PM
Legal	Kern, Chris	Approved	8/17/2023 - 9:03 AM
Mayors			8/17/2023 - 2:53

Office	Montgomery, Brandi	Approved	PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	WATKINS ACY STRUNK (WAS) DESIGN, INC.
Project Name:	TRICENTENNIAL PARK – SITE IMPROVEMENTS
Project Number:	PR-004-23
Amount:	$73,000.00 (CIP:2023-P-009 D1)

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PK TRICENT PLAYGD PAVILION SITE

CAPITAL PROJECT #: C0784 CIP:2023-P-009 D1 (20002000-42200)

CONTRACT AMOUNT: $73,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-004-23

PROJECT DESCRIPTION: FOR THE DESIGN & OBSERVATION OF CONSTRUCTION OF SIDEWALKS, RESTROOM RENOVATIONS, SITE LIGHTING, PLAYGROUND DEMOLITION AND DOG PARK AT TRICENTENNIAL PARK (2121 LAKE DRIVE).

VENDOR NAME: WATKINS ACY STRUNK (WAS) DESIGN, INC.

VENDOR NUMBER: 293962

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N _X_ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 8/15/2023

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

Watkins Acy Strunk (WAS) Design, Inc.
256 Wacker Lane North
Mobile, Alabama 36608

City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

for the following Project:
(Name, location and detailed description)

Tricentennial Park - Site Improvements
2121 Lake Drive
Mobile, Alabama 36617
PR-004-23

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/
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User Notes:
(1631936811)

TABLE OF ARTICLES

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3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Tricentennial Park – Site Improvements, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Consultant will develop the program for Tricentennial Park, provide professional design services and construction documents and provide assistance thru permitting as outlined in this document and Exhibit A, Proposal: Lake Drive Tricentennial Park-Site Improvements PR-004-23, dated April 18. 2023

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project site is located near the intersection of Bragg Avenue and Tricentennial Drive

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the shall be approximately $900,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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User Notes: (1631936811)

.1 Design phase milestone dates, if any:

Thirty Percent (30%), Sixty Percent (60%), Ninety Percent (90%)

.2 Construction commencement date:

Immediately following issuance if Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Twenty (120) calendar days from issuance of Notice to Proceed

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

NA

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User Notes: (1631936811)

(Paragraphs deleted)

.2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

TBD

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Landscape Architect (Prime):

Watkins Acy Strunk (WAS) Design, Inc.
256 Wacker Lane North
Mobile, Alabama 36608

.2 Architect:

The Architects Group (TAG), Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

.3 Mechanical and Plumbing Engineer:

NA

.4 Electrical Engineer:

Dell Consulting LLC
129 East Government Street
Pensacola, Florida 32502

.5 Commissioning Agent:

TBA

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. **Professional Liability Insurance:**

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. **Endorsements:**

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The

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schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 LA

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

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the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

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.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information.

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Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	WAS Design, Inc.
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	WAS Design, Inc.
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	WAS Design, Inc.
§ 4.1.1.9 Landscape design	WAS Design, Inc.
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	WAS Design, Inc.
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ____ (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

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.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

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the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

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seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

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if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other

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(Describe the method of compensation)

A. Land Disturbance Permit - Reimbursable	$ 5,000.00
B. Schematic Design	$10,200.00
C. Design Development	$13,600.00
D. Construction Documents	$28,900.00
E. Bid/Negotiation Assistance	$ 1,700.00
F. Construction Observation	**$13,600.00**
G. Total Compensation: Not To Exceed	$73,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fourteen	percent (	14%)
Design Development Phase	nineteen	percent (	19%)
Construction Documents Phase	forty	percent (	40%)
Procurement/Permitting Phase	eight	percent (	8%)
Construction Phase	nineteen	percent (	19%)
Total Basic Compensation	one hundred	percent (	100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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User Notes: (1631936811)

See Exhibit A, Proposal for Design Services

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD version 2020 or later. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 or later. Both should be turned over to Owner at the end of Construction Phase.

Init. /

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.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Architect's Certificate of Insurance with Endorsements
- d. Architect's E-Verify Documentation
- e. Alabama Secretary of State Records

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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User Notes: (1631936811)

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGRAINING IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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(1631936811)

This Agreement entered into as of the day and year first written above:

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Consultant: Watkins Acy Strunk (WAS) Design, Inc.

ARCHITECT *(Signature)*

James E. Crowe Landscape Architect
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared James Crowe as Vice President of WAS Design Inc and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 16 day of May, 2023.

NOTARY PUBLIC
My Commission Expires: _____

Notary Public
Alabama State At Large
My Commission Expires 10/26/26

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

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(1631936811)
User Notes:

Init. /

4/18/2023

Mr. Roger Washington Jr.
Architectural Engineer
City of Mobile
205 Government St.
Mobile, AL 36602

Re: Lake Drive Tricentennial Park-Site Improvements

Dear Roger:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on the Lake Drive Tricentennial Park Improvements Project. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

James Crowe, PLA
Principal Landscape Architect
Jec

CC: Shannon McIntyre
Blake Smisson

© 2023 WAS Design, Inc.
218 North Alston Street, Foley, Alabama 36535 T. 251.948.7181
www.was-design.com

4/18/2023

Mr. Roger Washington Jr.
Architectural Engineer
City of Mobile
205 Government St.
Mobile, AL 36602

Lake Drive Tricentennial Park-Site Improvements

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES

Figure 1: Project work area, Stotts Park, Mobile

A. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

B. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

   We understand the Construction Budget for this project is $800,000.00.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

C. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Hardscape**
2. **Dog Park Plan**
3. **Planting Plan**
4. **Side Street Parking/Sidewalk Improvements Plan**
5. **Restroom Renovation Plan**
6. **Conceptual Grading and Drainage Plan**
7. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Demolition Plan**
4. **Architectural Plans and Details**
5. **Hardscape Plan**
6. **Site Grading and Drainage Plan**
7. **Site Details**
8. **Construction Details**
9. **Electrical-Lighting Plans**
10. **Landscape Plan**
11. **Project Manual**
    a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
    b. General Requirements Specifications, Division 01, as applicable to scope
    c. Technical Specifications, Divisions 02-49, as applicable to scope
    d. To be provided in Masterformat 2012 format
12. **Opinion of Probable Budget** (OPB)

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

E. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;

7. Assist in preparation/review of contracts.

F. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
    a. Pre-Construction Conference after award of bid (on-site) with General Contractor
    b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
    c. Periodic progress reviews (on-site)
    d. Testing of systems (on-site)
    e. Substantial completion
    f. Final acceptance
    g. End of one-year warranty period
3. **Preparation** of **site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

G. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section G.

5. Approved increase in scope and cost of project exceeding $800,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item

AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.

4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Blake Smisson will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	*Scope of service phase*	*Amount &*	*Fee type*
A	Land Disturbance Permit	$5,000.00	Reimbursable
B	Schematic Design	$10,200.00	Fixed fee
C	Design Development	$13,600.00	Fixed fee
D	Construction Documents	$28,900.00	Fixed fee
E	Bid/Negotiation Assistance	$1,700.00	Fixed fee
F	Construction Observation	$13,600.00	Fixed fee
		$73,000.00	**Total**

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	$150.00
Landscape Architect I	$120.00
Staff Designer	$105.00
Administrative Staff	$65.00

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	WAS DESIGN INC.
Address	256 WACKER LANE NORTH, MOBILE, AL. 36608
Telephone	251-344-4023
E-Mail	info@was-design.com

RFP/RFQ Solicitation Number	PR-004-23
Project Description	LAKE DRIVE TRICENTENNIAL PARK - SITE IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 13 Female 6 Minority 1 Non-minority 18 SDVO _____ Total #of Employees 19

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE

Signature: James E Crowe Date: 4-28-23

Title: VICE-PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: JAME E. CROWE Title: VICE-PRESIDENT

Email: jcrowe@was-design.com Phone: 251-344-4023

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company WAS DESIGN INC. Your Bid/Proposal Amount $ / Date: 4-28-23

____/____/____ Description LAKE DRIVE TRICENTENNIAL PARK-SITE IMPROVEMENTS

Name of Bidder/Proposer: JAME E. CRANE

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
NO QUALIFIED DBE's FOR THIS SCOPE OF WORK						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: WAS DESIGN INC.

Contact Person: JAMES E. CRAWE Phone 251-344-4023 Email jcrawe@was-design.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	✓	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
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	The Architects Group, Inc.
Address	710 Downtowner Blvd, Mobile, AL 36609
Telephone	251.343.1811
E-Mail	dbarr@tagarchitects.net

RFP/RFQ Solicitation Number	
Project Description	Toilet building renovations at City of Mobile Tricentenniel Park: Design Work
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 6 Female 3 Minority 0 Non-minority 9 SDVO _____ Total #of Employees 9

Subcontractor/Major Supplier Plan submitted by:

Printed Name: David M. Barr, AIA

Signature: _____ Date: 6-1-23

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: David M. Barr Title: Vice President

Email: dbarr@tagarchitects.net Phone: 251.343.1811

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company The Architects Group, Inc Your Bid/Proposal Amount $ 18,785.00 Date:

06 / 01 / 2023 Description Architects

Name of Bidder/Proposer: The Architects Group, Inc. David M. Barr, Vice President

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Isaiah Engineering	251.344.2022	Mechanical, Electrical, Plumbing Design	$5,620.00	30	Yes	

4/5/2021

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

WAS Design, Inc.	
Entity ID Number	000 - 243 - 428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	$1,000
Capital Paid In	$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	

WAS Design, Inc.	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date Director/Manager/Organizer Activity	01/22/2019 WATKINS, L CHAD
Transaction Date Legal Name Changed From	01/22/2019 Watkins Acy Strunk Design, Inc.
Transaction Date Principal Office Changed From	01/22/2019 GULF SHORES, AL
Transaction Date Registered Agent Changed From	01/22/2019 WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535
Transaction Date Agent Mailing Address Changed From	01/28/2019 * Added
Transaction Date Registered Agent Changed From	01/28/2019 WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.

Browse Results New Search

E-Verify

Company ID Number: 616583

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Watkins Acy Strunk Design, Inc**	
Troy Strunk Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watkins Acy Strunk Design, Inc
Company Facility Address:	218 North Alston Street
	Foley, AL 36535
Company Alternate Address:	218 North Alston Street
	Foley, AL 36535
County or Parish:	BALDWIN
Employer Identification Number:	203397512

E-Verify

Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Angel Cowan**		
Telephone Number:	**(251) 948 - 7181**	Fax Number:	**(251) 981 - 8722**
E-mail Address:	**acowan@was-design.com**		
Name:	**Troy R Strunk**		
Telephone Number:	**(251) 948 - 7181**	Fax Number:	**(251) 981 - 8722**
E-mail Address:	**tstrunk@was-design.com**		

WASDESI-01 KFRANK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ebert Agency, Inc. 222 W Laurel Ave Foley, AL 36535	PHONE (A/C, No, Ext): (251) 943-2281	FAX (A/C, No): (251) 943-3801
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto Owners Insurance	18988
INSURED	INSURER B : The Sheffield Fund	
WAS Design Inc 218 North Alston Street Foley, AL 36535	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	38951882	8/7/2023	8/7/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER General Aggregate							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	4995188200	8/7/2023	8/7/2024	AGGREGATE	$
	DED X RETENTION $ 10,000							$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A	X	600-2023-15773-00	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tricentennial Park - Site Improvements PR-004-23

Additional Insured
City of Mobile is included as an additional insured in respect tothe General Liability and Umbrella. All Policies except workers compensation, shall be primary and non-contributory with any other insurance force or which may be purchased by additional insured.
Waiver of Subrogation appliese in favor of City of Mobile with respect to General Liability, Umbrella Liability and Worker Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
Architectural Enginnering Dept
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: WASDESI-01 KFRANK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ebert Agency, Inc.		WAS Design Inc 218 North Alston Street Foley, AL 36535
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Coverage for Workers Compensation is limited to the provisions of the Alabama Worker Compensation Law.

ACORD 101 (2008/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Buckner Company of Colorado
6400 S. FIDDLERS GREEN CIRCLE, SUITE 950
Greenwood Village CO 80111

License#: 480397

CONTACT NAME: Kasey Heupel
PHONE (A/C, No, Ext): 13037563418 **FAX (A/C, No):**
E-MAIL ADDRESS: denver@buckner.com

INSURED
WAS Design, Inc.
218 N. Alston
Foley AL 36535
WASDESI-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1261344473 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$
	OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY							
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR							
	☐ EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	$
	☐ DED ☐ RETENTION $						AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AAEP000458221	9/20/2022	9/20/2023	General Aggregate Per Claim Deductible	2,000,000 1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tricentennial Park - Site Improvements
PR-004-23

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

KIM CARMODY DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RAUL RESOLUTION	Cover Memo	8/8/2023
RAUL MALAVER AMENDMENT	Cover Memo	8/8/2023
RAUL MALAVER CONTRACT	Cover Memo	8/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Carmody, Kim	Approved	8/10/2023 - 4:31 PM
Budget	Sapp, Celia	Approved	8/17/2023 - 9:24 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:29 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:30 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:57 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Raul Malaver to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Teaching PRO

AMENDED AND RESTATED AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____ _____ 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Raul Malaver (sometimes hereinafter Contractor)

WHEREAS, the Parties entered into that certain Professional Services Contract, dated as of April 19, 2022, for the purposes of professional tennis services (Original Agreement);

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety; and

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed $80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at

its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Raul Malaver
30320 Green Court
Spanish Fort, Al 36527

L. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Q. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

_____
RAUL MALAVER, Tennis Professional

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Raul Malaver, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of August, 2023

SEAL

Notary public Ritesh Khushmanbhai Patel

MY COMMISSION EXPIRES: ~~My Commission~~ Expires May 15, 2027

RITESH KHUSHMANBHAI PATEL
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Exhibit A

Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.

11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

$70.00 (7-8 STUDENTS)

$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

21-423

2021

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk, be and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, agreements with Andrew Pinkus, Dustin Scott, Elaine Campbell, Frank Amanor, Hans Laub, Raul Malaver, and Walter Listuon, to provide tennis lessons and clinics for the Parks and Recreation Department, compensation for work provided by the contractor as provided in the statement of work, but in no event shall exceed $40,000.00 per year as outlined in the agreements attached hereto and made a part hereof as though set forth in full. Copies of said agreements are on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council find that this resolution is necessary to perform essential minimum functions of the Council.

ADOPTED: JUN 08 2021

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Center Pros

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 8th day of June, 2021, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Raul Malaver (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of teaching tennis lessons, and

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in **Exhibit A**. The total amount of this contract should not exceed $40,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty six months or three years

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City

may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action *or* proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Raul Malaver
30320 Green Court
Daphne, AL 36527

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

R. By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

FOR Raul Malaver, Contractor

By: _____ Date 04/30/21
Signed Name

State of Alabama
Mobile County

I, _____, a Notary Public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this _____day of _____, _____, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

_____
Notary Public.
My Commission expires on _____

FOR City of Mobile, A Municipal Corporation

By: _____ Date 6/9/21
Mayor

ATTEST

_____ Date: _____
City Clerk

Asst.

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.

4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a Customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.

5. Contractor is required to teach a minimum of 4 hours of public clinics per month scheduled through Mobile Tennis Center if the hours are available.

6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 12 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.

7. This contract can be terminated at any time if either party wishes to do so.

8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.

10. City will pay Contractor per hour Contractor teaches according to the below fee schedule. Contractor may not accept the payment of tips or other gratuities from customers.

11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays $30.00 (1-6 STUDENTS) 85% to Instructor = $25.50

1 HOUR

Customer Pays $60.00 (1-6 STUDENTS) 85% to Instructor = $51.00

Customer Pays $70.00 (7-8 STUDENTS) 85% to Instructor = $59.50

Customer Pays $80.00 (9-12 STUDENTS) 85% to Instructor = $68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

$30.00 (1-6 STUDENTS)

*1 HOURS

$60.00 (1-6 STUDENTS)

$70.00 (7-8 STUDENTS)

$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 15 IPad computer tablets with vehicle mounts for MFRD.
EMS expense

Amount of Contract:

$15,514.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230817 CDW Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10844	2023	(1510) FIRE ADMINISTRATION	15 IPAD TABLETS WITH VEHICLE MOUNTS FOR MFRD (SOURCEWELL COPERATIVE PURCHASING AGREEMENT, BELOW BID REQUIREMENT – PRICE QUOTE)	$15,514.00	(272392) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013856-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	FIRE CENTRAL SUPPLY
230 N MILWAUKEE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
VERNON HILLS, IL 60061	RICHARDSONV@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/23	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL 081419-CDW TECH CATALOG			
001	ITEM: GDS Cool Dock car charging holder Pogo 15 Watt Supplier Part No: 7036566 Manufacturer Part No: RAM-GDS-DOCKLF-AP32CPU Manufacturer Name: RAM Mount Supplier Quote No: 37171 NIGP: UNSPSC: 43212002	15.00 EACH	194.75000	2921.25
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			2921.25
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ITEM: Apple 10 9 iPad Wi Fi Cellular 10th Generation 64 GB Blue Supplier Part No: 7213850	15.00 EACH	602.44000	9036.60

Bill To	Requisition 00013856-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	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
08/14/23	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Part No: MQ6K3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			9036.60
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	ITEM: AppleCare Extended Service Agreement 2 years Optional Carry in Supplier Part No: 7213750 Manufacturer Part No: SGFC2LL/A Manufacturer Name: AppleCare Warranties Supplier Quote No: 43387 NIGP: UNSPSC: 43000000	15.00 EACH	50.01000	750.15
1	6120.70.15.0000.0000.1510.0000.0000.44020.			750.15

Bill To	Requisition 00013856-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	FIRE CENTRAL SUPPLY
230 N MILWAUKEE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
VERNON HILLS, IL 60061	RICHARDSONV@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/23	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	ITEM: RAM Mounts IntelliSkin Protective Sleeve for Gen10 iPad Supplier Part No: 7429555 Manufacturer Part No: RAM-GDS-SKIN-AP40-NG Manufacturer Name: RAM Mount Supplier Quote No: 37171 NIGP: UNSPSC: 43211600	15.00 EACH	102.44000	1536.60
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1536.60
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00013856-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	FIRE CENTRAL SUPPLY
230 N MILWAUKEE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
VERNON HILLS, IL 60061	RICHARDSONV@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/23	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	ITEM: RAM GDS MODULAR 10 30V USB C CHARGER Supplier Part No: 7546685 Manufacturer Part No: RAM-GDS-CHARGE-V3C-2U Manufacturer Name: RAM Mount Supplier Quote No: 33485 NIGP: UNSPSC: 39121006	20.00 EACH	63.47000	1269.40
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1269.40
	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 15514.00

***** General Ledger Summary Section *****

Bill To	Requisition 00013856-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC	FIRE CENTRAL SUPPLY
230 N MILWAUKEE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
VERNON HILLS, IL 60061	RICHARDSONV@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/23	272932				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.		15514.00	305694.67
EMERGENCY MEDICAL SVCS EXP	OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/15/23	DONALD ROSE	Approved by: 9105fola
Approved	08/15/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/15/23	JOHN PAINE	Auto approved by: 910516727
Approved	08/15/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cintas Corporation dba Cintas Corporation No 2 for insulated jackets and bib overalls for Public Services.
General fund.

Amount of Contract:

$16,275.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230817 Cintas Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12611	2023	(2086A) ASPHALT	INSULATED JACKETS AND BIB OVERALLS FOR PUBLIC SERVICES (BELOW BID LAW AMOUNT - OMNIA COOPERATIVE PURCHASING AGREEMENT)	$16,275.00	(033070) CINTAS CORPORATION DBA CINTAS CORPORATION NO 2

Adopted:

_____

City Clerk

Bill To	Requisition 00012611-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUBLIC WORKS ADMIN.
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36619	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	033070				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER OMNIA R-BB-19002 CONTRACT.			
001	UNIFORM COVERALLS, HOODED DUCK JACKET (760 BERNE) WITH INSULATED DUCK BIB OVERALLS, (67347 BERNE), BLACK, ICONIC M EMBROIDERED IN WHITE ON UPPER LEFT CHEST OF JACKET, SIZES S -6XL. NOTE: THIS CONSISTS OF 2 PIECES (JACKET AND OVERALL) FOR 1 COMPLETE COVERALL. AS PER OMNIA R-BB19002.	105.00 EACH	155.00000	16275.00
	Additional Description Notes			
	12 - MEDIUM 17 - LARGE 27 - XL 26 - 2XL 16 - 3XL 4 - 4XL 3 - 5XL			
	Vendor Item			
	Inventory Item/Loc 17634			
1	1000.40.20.2070.2086.2070.0000.0000.44070.			16275.00

Bill To	Requisition 00012611-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	033070				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
Delivery Reference
ANGELA MAY

Deliver To
PUB WORKS-STORM DRAIN & H E
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 16275.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44070. PUBLIC SERVICE MAINTENANCE EXP UNIFORMS	16275.00	1200488.37

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	08/15/23	ANNE FOLEY	GL Allocation changed
Approved	07/18/23	SHONNDA SMITH	
Approved	07/18/23	JAMES DELAPP	Auto approved by: 910518244
Approved	07/18/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	08/15/23	SHONNDA SMITH	Auto approved by: 910518787

Bill To	Requisition 00012611-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
	Deliver To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	033070				ASPHALT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/15/23	JAMES DELAPP		Auto approved by: 910518787	
	Approved	08/15/23	CHERI BOUCHER			
	Approved	08/15/23	CASI CALLAWAY		Auto approved by: 910518787	
	Approved	08/15/23	DONALD ROSE		Approved by: 9105fola	
	Approved	08/15/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	08/15/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	08/15/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Cintas Corporation

America's Leader in the Service Industry

Overview

Contract Documentation

Total Clean Program

COVID-19 Resources

Uniform Rental

Uniform Purchase

Facility Services

First Aid and Safety

Fire Protection

Resources

Facilities Management Products and Solutions

Prince William County Public Schools, VA

Contract Number: R-BB-19002

December 13, 2018 through October 31, 2023
Option to renew for (2) additional two-year periods through October 31, 2027
RENEWED THROUGH October 31, 2025

Executive Summary

- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- New Jersey LFN Packet
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Renewal 1

Response Evaluation

- Response Evaluation and Notice of Award

Solicitation Process

REQUEST CONTRACT INFORMATION

Lab Coat Dispensing Program

This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept Decline

Click for more details

Contact Information

Email: omniapartners@cintas.com
Phone: 800-795-7368

SUPPLIER WEBSITE

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gordon Companies Inc for one Northlight 44ft walk-through Christmas tree for MPRD Events
General fund.

Amount of Contract:

$28,000.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230816 Gordon Agenda Package POs	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11931	2023	(4010) SPECIAL EVENTS	ONE NORTHLIGHT 44FT WALKTHROUGH CHRISTMAS TREE FOR MPRD EVENTS (SEALED BID 5829)	$28,000.00	(295570) GORDON COMPANIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011931-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
GORDON COMPANIES INC 85 INNSBRUCK DRIVE CHEEKTOWAGA, NY 14227 Tel#716-558-2831 Fax 866-388-3252	PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	295570	09/29/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5829 AND YOUR BID RESPONSE			
001	44' NORTHLIGHT MODEL 44MOBILE	1.00 EACH	28000.00000	28000.00
	Additional Description Notes --- VENDOR TO SUPPLY NORTHLIGHT 44' CHRISTMAS TREE AS PER YOUR BID RESPONSE ON BID 5829 DEILVER BY 10-25-2023 AND CITY MUST BE GIVEN 48 TO 72HOUR NOTICE OF DELIVERY. THIS MUST BE A TAILGATE DELIVERY AS PER THE BID SPECIFICATIONS			
1	1000.20.20.4010.4010.2005.0000.0000.44020.			28000.00
	Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE			

Bill To	Requisition 00011931-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GORDON COMPANIES INC	PARKS & REC EVENTS DIVISION
85 INNSBRUCK DRIVE	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607
CHEEKTOWAGA, NY 14227	SAINTHOPE.WALKER@CITYOFMOBILE.ORG
Tel#716-558-2831	Delivery Reference
Fax 866-388-3252	SAINT HOPE WALKER
	Deliver To
	PARKS & REC EVENTS DIVISION
	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	295570	09/29/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	48 N. SAGE AVE MOBILE, AL 36607			

Requisition Link

Requisition Total 28000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.44020.	28000.00	100679.68
SPECIAL EVENTS EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	08/15/23	SANDRA LEWIS	GL Allocation changed
Approved	08/15/23	DONALD ROSE	Auto approved by: 910518227
Approved	08/15/23	SANDRA LEWIS	
Approved	08/15/23	JOHN PAINE	Auto approved by: 910518227
Approved	08/15/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5829

CHRISTMAS TREE

VENDORS		Gordon Companies	Jubilee Decor LLC	Shadrack Productions	Dekra Lite
Line					
1	44' Christmas Tree with Clear LED Lights	$ 28,000.00	$ 119,959.00	$ 92,000.00	no bid
2	44' Christmas Tree with Color-changing LED Lights	$ 35,000.00	$ 129,549.00	$ 146,989.00	no bid

ADDENDUM

AUGUST 1, 2023

RE: City of Mobile Bid #5829 44' METAL LIGHTED WALK THROUGH CHRISTMAS TREE

Please consider the following to be addendum to City of Mobile Bid .

ADD

LIST FOR SPECIFICATIONS OF CHRISTMAS TREE

If you have any questions please feel free to contact us at purchasing@cityofmobile.org.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

SPECIFICATIONS FOR
CHRISTMAS TREE

MINIMUM 44' HIGH

MINIMUM OVERALL WIDTH W/BRANCHES 19.2'

METAL FRAME

MINIMUM OUTSIDE DIAMETER 15'

ARCHED OPENING FOR WALK-THROUGH/
MINIMUM 7' WIDE

MINIMUM 17 ROWS

MINIMUM 421 BRANCHES WITH TOPPERS

MINIMUM TIPS- 73,084

MINIMUM WEIGHT 5,735 LBS

MINIMUM 46,000 LED MINI CLEAR LIGHTS

DELIVERY

ITEMS MUST BE TAILGATE DELIVERY FOR
OFFLOADING BY FORKLIFT /NO LOADING DOCK

CITY WILL PROVIDE FORKLIFT

MUST HAVE 48 TO 72 HOUR DELIVERY NOTICE SO
THAT FORKLIFT WILL BE ON SITE TO UNLOAD
DELIVERY

DELIVERY MUST BE MADE BY OCTOBER 25, 2023
OR BEFORE

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
07/24/2023	5829	Special Events	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M., Friday, August 11, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
1 Each	**44 FOOT METAL LIGHTED WALK-THROUGH CHRISTMAS TREE** 44 Foot Metal Frame Lighted Walk Through Christmas Tree as per the following minimum specifications. Make_____ Model_____ Vendor shall provide Literature and Specifications on product bid. Delivery required by October 25, 2023. Foot Print of Tree_____ Height _____ Number of Lights _____ Price with Clear LED Lights_____ Price with Color-changing LED Lights_____ Tailgate delivery is required. City will provide forklift. **City of Mobile Business License may be required.**					
			TOTAL			

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.
Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.

See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.
(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any questions, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org

TO BE AWARDED ALL OR NONE.

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

SPECIFICATIONS FOR
CHRISTMAS TREE

MINIMUM 44' HIGH

MINIMUM OVERALL WIDTH W/BRANCHES 19.2'

METAL FRAME

MINIMUM OUTSIDE DIAMETER 15'

ARCHED OPENING FOR WALK-THROUGH/
MINIMUM 7' WIDE

MINIMUM 17 ROWS

MINIMUM 421 BRANCHES WITH TOPPERS

MINIMUM TIPS- 73,084

MINIMUM WEIGHT 5,735 LBS

MINIMUM 46,000 LED MINI CLEAR LIGHTS

DELIVERY

ITEMS MUST BE TAILGATE DELIVERY FOR
OFFLOADING BY FORKLIFT /NO LOADING DOCK

CITY WILL PROVIDE FORKLIFT

MUST HAVE 48 TO 72 HOUR DELIVERY NOTICE SO
THAT FORKLIFT WILL BE ON SITE TO UNLOAD
DELIVERY

DELIVERY MUST BE MADE BY OCTOBER 25, 2023
OR BEFORE

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gordon Companies Inc for lighted snowflake street pole decorations for MPRD Events.

General Fund.

Amount of Contract:

$26,400.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20230817 Gordon Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14017	2023	(4010) SPECIAL EVENTS	LIGHTED SNOWFLAKE STREET POLE DECORATIONS FOR MPRD EVENTS (BELOW BID REQUIREMENT-PRICE QUOTE)	$26,400.00	(295570) GORDON COMPANIES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014017-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Approved Page 1

Vendor	Ship To
GORDON COMPANIES INC	PARKS & REC EVENTS DIVISION
85 INNSBRUCK DRIVE	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
CHEEKTOWAGA, NY 14227	MOBILE, AL 36607
	SAINTHOPE.WALKER@CITYOFMOBILE.ORG
Tel#716-558-2831	Delivery Reference
Fax 866-388-3252	SAINT HOPE WALKER
	Deliver To
	PARKS & REC EVENTS DIVISION
	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	295570	10/02/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE			
001	NORTHLIGHT LED POLE LIGHTS, MODEL # 620-LMD2-BO, SIZE 5.9' X 3.7', ITEMS NEEDED BY 10/02/23.	120.00 EACH	220.00000	26400.00
	The Above Line Item Is Required By:	09/29/23		
1	1000.20.20.4010.4010.2005.0000.0000.44020.			26400.00

Ship To
PARKS & REC EVENTS DIVISION
SAINT HOPE WALKER- SOUTH SIDE
48 N. SAGE AVE
MOBILE, AL 36607
Delivery Reference
SAINT HOPE WALKER

Deliver To
PARKS & REC EVENTS DIVISION
SAINT HOPE WALKER- SOUTH SIDE
48 N. SAGE AVE
MOBILE, AL 36607

Requisition Link

Requisition Total 26400.00

Bill To	Requisition 00014017-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GORDON COMPANIES INC	PARKS & REC EVENTS DIVISION
85 INNSBRUCK DRIVE	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607
CHEEKTOWAGA, NY 14227	SAINTHOPE.WALKER@CITYOFMOBILE.ORG
Tel#716-558-2831	Delivery Reference
Fax 866-388-3252	SAINT HOPE WALKER
	Deliver To
	PARKS & REC EVENTS DIVISION
	SAINT HOPE WALKER- SOUTH SIDE
	48 N. SAGE AVE
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	295570	10/02/23			SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.44020.	26400.00	74079.68

SPECIAL EVENTS EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/17/23	DONALD ROSE	Auto approved by: 910518227
Approved	08/17/23	SANDRA LEWIS	
Approved	08/17/23	JOHN PAINE	Auto approved by: 910518227
Approved	08/17/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Quick Buildings LLC for a portable staff building for the DIP recycling drop-off site.
ADEM recycling grant.

Amount of Contract:

$55,672.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230814 Quick Agenda Package Pos	Cover Memo	8/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13786	2023	(3032) ARCHITECTURAL ENGINEERING	PORTABLE STAFF BUILDING FOR DIP RECYCLING DROP-OFF SITE (SEALED BID 5810)	$55,672.00	(290398) QUICK BUILDINGS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013786-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/23	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	BUILDING TO INCLUDE BUILDING, STEPS, RAMPS, SHIPPING/DELIVERY, SETTING UP BUILDING, BLOXKING & ANCHORING OF STEPS & RAMPS	1.00 LOT	55672.00000	55672.00

Additional Description Notes

AS PER CITY OF MOBILE SEALED BID #5810 AND YOUR QUOTE,

CONTACT C. BOATWRIGHT OR PURCHASING DEPT FOR DELIVERY INSTRUCTIONS.

1 5032.70.00.0000.0000.0000.0000.0000.42200.
E G-ARF .LANDACQ . . 55672.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 55672.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00013786-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5032.70.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/23	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E G-ARF .LANDACQ . .		55672.00	134328.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
5032.70.00.0000.0000.0000.0000.0000.42200.	55672.00	
ADEM GRANTS EXP	PROFESSIONAL & TECHNICAL	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/14/23	CASI CALLAWAY	
Queued	08/14/23	TAYLOR HARRIS	
Queued	08/14/23	DONNA BRYARS	
Queued	08/14/23	CODY SCOTT	
Queued	08/14/23	RANDY THREADGILL	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/23/2023	5810	ARCHITECTURAL ENGINEERING	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. FRIDAY, JUNE 9, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 1-3	**PORTABLE / TEMPORARY BUILDING** Portable/temporary Building for office with minimum size of approximately 10' x 10' with restroom. Building should have a minimum of 1 restrooom and 1 office area. Upon award, the City will purchase a minimum of one (1). Building to be provided with steps and ADA Ramp. Vendor will be responsible to deliver the building, set up, block up and anchor the building site. This will include providing and setting steps and ramps. The City of Mobile will make the final connections for electrical, fresh water and wastewater connections. The structure can be new. Vendor will need to provide full description of the condition of the building(s) to be provided. The City reserves the right to inspect the building prior to award and issuance of the purchase order. The City will purchase the structure out right. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

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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) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

PURCHASE OF THE BUILDING OUTRIGHT
Include Building, Steps, Ramps, Shipping/Delivery, Setting Up Building, Blocking & Anchoring of the Building.
Providing, Setting & Anchoring of Steps & Ramps.
The City will make final electrical & plumbing connections.

Vendor shall provide literature & specifications on structure to be provided as well as the condition of the structure.

You may list additional quote options on additional sheets.

Vendor will be required to provide to provide Engineer Drawings of the structure done by an Engineer licensed in the State of Alabama prior to final award.

Vendor will need a City of Mobile Business License.
See Item 14 on reverse of page 1.

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 theCertificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.
(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business Licenseand 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.

Price to be good for the 6-month period following the award of this bid. At the option of the City and the successful vendor, the award can be renewed for an additional 6-month period.

If you have any questions, please feel free to contact the Purchasing Department at 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 competed order.

Portable/Temporary Building with office and restroom

Building should have a minimum of one 10X10 office space and an ADA restroom

Building to be provided with one set of aluminum steps and one aluminum ADA ramp

Vendor will be responsible to deliver the building, setup, block up, and anchor the building site. This will include providing and setting steps and ramps.

The City of Mobile will make the final electrical, domestic water, and sewer connections

The structure shall be new

Vendor is required to provide Engineered drawings of the structure signed by an Engineer licensed in the State of Alabama prior to final award

Vendor is responsible for all permits

Vendor must be able to provide stamped approved plans by the Alabama Manufactured Housing Commission for submission to the Building Mobile Permitting Section

Building must meet all applicable codes

The following will be provided by the Vendor to the City of Mobile prior to the award of the bid:

1. Street Ticket
2. Building Permit Application
3. Modular/Manufacturer Building Plans
4. Site Plan/Plat Plan
5. Tie down/Foundation Detail/Specification
6. Entry Details/Specifications
7. Land Disturbance Review including Stamped and Signed Construction Plans

Forms can be obtained from the City of Mobile Build Mobile Permitting and Development Division at:

Buildmobile.org/forms-and-applications/

Single Angle Mansard with drains and exposed downspouts

Fully conditioned space with one wall-mounted unit

Two 36X60 windows at locations provided by owner after approval of floor plan

Flush Valve Toilet

Restroom to be fully ADA compliant with fixtures and bars

60 mil. White EPDM roof

T-Grid ceiling

Skirting Hardi panel to match

Double 5/8" floor decking

Interior wall height minimum 8'6"

Ceiling finish minimum 7'10" above finished floor

LVT Flooring with 4" Cove Base Class II High Performance Printed Vinyl Tile, wear layer 21 mil, commercial grade backing (final selection by owner)

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:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve ssuance of purchase order to Sunsouth, LLC, for one John Deere 6110 tractor with Alamo 60-in cutter head on 25-ft boom.
Capital equipment ROW mowing.

Amount of Contract:

$194,400.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230816 Sunsouth Agenda Package POs	Cover Memo	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:01 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13811	2023	(2050) FLEET MANAGEMENT-GARAGE	JOHN DEERE 6110 TRACTOR WITH ALAMO 60IN CUTTER HEAD ON 25FT BOOM (SEALED BID 5765)	$194,400.00	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00013811-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48040. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608 Tel#251-649-3892 Fax 251-649-3896	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/23	291912				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	TRACTOR WITH SIDE MOUNTED SLOPE MOWER VENDOR TO PROBIDE 2023 OR NEW JOHN DEERE 6110 TRACTOR WITH ALAMO MACHETE-3 MOWER WITH 25 FOOT BOOM AND 60 INCH SEVERE DUTY ROTAARY CUTTER / MOWER HEAD AS PER MY BID #5765 AND YOUR QUOTE #28158362 DATED FEBRUARY 1 , 2023 Additional Description Notes --- JOHN DEERE 6110 W/ALAMO MACHETE & 60" SEVERE DUTY ROTARY HEAD REQUESTED BY PSM	1.00 EACH	194400.00000	194400.00
1	2000.80.00.0000.0000.0000.0000.0000.48040. E E0014 .RIGHTOFWAY. .			194400.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 194400.00

Bill To	Requisition 00013811-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48040. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608 Tel#251-649-3892 Fax 251-649-3896	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/23	291912				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0014	.RIGHTOFWAY.	.	194400.00	2428.13

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48040.	194400.00	

CAPITAL IMPROVEMENTS FUND EXP RIGHT OF WAY AND REALTY

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/14/23	BRENDA RHODES	
Approved	08/14/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/14/23	RELYA MALLORY	Auto approved by: 910511034
Approved	08/15/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/15/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/15/23	JOHN PAINE	
Approved	08/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5765

DEERE 6110 TRACTOR WITH
ALAMO MACHETE-3,
25' BOOM MOWER WITH
60" ROTARY CUTTER HEAD

BEARD EQUIPMENT	SUNSOUTH LLC
$200,531.30	$194,400.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/17/2023	5765	MOTOR POOL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, FEBRUARY 3, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

TRACTOR WITH SIDE MOUNT 60" SLOPE/DITCH MOWER

APPX 1-2

2022 or newer tractor with side mounted 60" slope/ditch mower. To be 2022 or newer John Deere 6110 tractor with 2022 or newer Alamo Machete™3, 25' boom mower with 60" severe duty rotary cutter/mower as per the following and attached specifications.

No substitute on tractor or boom mower brands or models.

Make_____ Model_____

Upon award, the City will purchase a minimum of one (1) John Deere 6110 tractor with Alamo Machete™3, 25 foot boom mower with 60" severe duty rotary cutter/mower.

No substitution on tractor or mower.

Quote delivered pricing FOB Mobile.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ALL OR NONE BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

TRACTOR SPECIFICATIONS

- Model: 6110M CAB PQ+ 4WD Tractor
- Powrquad Plus LHR 16/16 30K
- No Isobus ready / Greenstar
- Less JDLINK
- 6m cab stand with RH console
- Standard seat
- Mirror – LH&RH Manual Telescope
- Standard radio
- Hydraulic pump – 80 l/min
- 2 mechanical svcs (2 svcs 20)
- Rear PTO 540/1000 reversible
- Dlinks with Tel. Ball Cat2
- Center link with ball end
- Sway control blocks
- Flange-type rear axle
- Adjustable steel wheels
- Rear wheels size 480/80R38
- 4WD Front Axle – unsuspended
- Adjustable steel wheels
- Front wheels size 440/80R24
- Preparation for front auxiliary
- Heavy duty rear wheel brakes
- Backup alarm

MOWER SPECIFICATIONS
MACHETE™3 25' REACH

BASIC FEATURES

- 25' minimum horizontal reach
- 25'7" minimum vertical reach
- 12'1" below grade reach
- Two section articulated boom
- 60" rotary cutting head

BOOM FEATURES AND MOUNTING

- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.

OPERATOR PROTECTION AND SAFETY

- Cab required; open station tractor not acceptable
- Cab thick right side replacement polycarbonate windows

CUTTER HEAD

- Rotary head with door, 5" diameter cut capacity

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

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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.

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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:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Turner Wilson Fence Co LLC for fencing for Cruise Terminal offsite parking.
Cruise Terminal expense

Amount of Contract:

$20,866.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230817 Turner Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14022	2023	(F6020) CRUISE TERMINAL	FENCING FOR CRUISE TERMINAL OFFSITE PARKING (PRICE QUOTE)	$20,866.00	(294501) TURNER WILSON FENCE CO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014022-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TURNER WILSON FENCE CO LLC	CRUISE TERMINAL
2063 SCHILLINGER RD N	201 SOUTH WATER ST
	MOBILE, AL 36602
SEMMES, AL 36575	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#251-635-1500	Delivery Reference
Fax 251-645-3200	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	294501				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE.			
001	FENCING CHAIN LINK Provide 6' high chain length-west side,20' drive thru gate. 3 strands of barb wire on top of fence. 585'of piping to existing fence & 3 strand of barb wire on top of fence. East side-193' plus 10' drive thru gate, put piping to existing fence & 3 strands of barb wire on top of fence. South side-558', place 3 strands of barb wire, replace double drive thru gate. Walk-thru gate requires supports. Vendor Item Vendor Item No.: see attached	1.00 EACH	20866.00000	20866.00
1	6020.70.00.0000.0000.0000.0000.0000.42200.			20866.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL

Bill To	Requisition 00014022-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TURNER WILSON FENCE CO LLC	CRUISE TERMINAL
2063 SCHILLINGER RD N	201 SOUTH WATER ST
	MOBILE, AL 36602
SEMMES, AL 36575	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#251-635-1500	Delivery Reference
Fax 251-645-3200	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	294501				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	201 SOUTH WATER ST MOBILE, AL 36602			

Requisition Link

Requisition Total 20866.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6020.70.00.0000.0000.0000.0000.0000.42200.	20866.00	74079.68
CRUISE TERMINAL EXP PROFESSIONAL & TECHNICAL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/17/23	JAMES NEESE JR	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to VC3 Inc for annual renewal of MIT data security backup and recovery services.
General fund

Amount of Contract:

$126,000.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230817 VC3 Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14006	2023	(5000) INFORMATION TECHNOLGY	ANNUAL RENEWAL OF MIT DATA SECURITY BACKUP AND RECOVERY SERVICES (SECURITY EXEMPT BY AL CODE 41-16-51(A)(15))	$126,000.00	(297843) VC3 INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014006-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VC3 INC	MIT
1301 GERVAIS ST	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBIA, SC 29201	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#803-733-7333	Delivery Reference ASHLEY TODD
	Deliver To MIT 651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	REFERENCE: 20210727-192430439 PER STATE OF ALABAMA BID LAW SPECIAL EXEMPTION 41.16.51(a)(15)			
	PRIOR PO21015783.			
001	Enterprise 18 TB - TBR - Annual 18TB Monthly Services	1.00 EACH	31728.00000	31728.00
	Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the applianc • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including cloud test • Full technical DR documentation • 30 days of off-site virtualization after which a fee of $200.00 per 24 hours will apply.			

1 1000.10.23.5000.5000.5000.0000.0000.42150. 31728.00

Bill To	Requisition 00014006-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	36 TB TBR - Annual Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance • Backup replication -2 remote bicoastal sites • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including local & cloud test • Full technical DR documentation • 5-year warranty on the backup appliance • 30 days of off-site virtualization after	1.00 EACH	47136.00000	47136.00

Bill To	Requisition 00014006-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	which a fee of $200.00 per 24 hours will apply.			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			47136.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	36 TB TBR - Annual Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including local &	1.00 EACH	47136.00000	47136.00

Bill To	Requisition 00014006-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
VC3 INC	MIT
1301 GERVAIS ST	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBIA, SC 29201	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#803-733-7333	Delivery Reference
	ASHLEY TODD
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	cloud test • Full technical DR documentation • 5-year warranty on the backup appliance • 30 days of off-site virtualization after which a fee of $200.00 per 24 hours will apply.			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			47136.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 126000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	126000.00	202629.27
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

***** Approval/Conversion Info *****

Bill To	Requisition 00014006-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
VC3 INC	MIT
1301 GERVAIS ST	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBIA, SC 29201	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#803-733-7333	Delivery Reference
	ASHLEY TODD
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Rejected	08/17/23	SCOTT KEARNEY	Wrong vendor.		
	Rejected	08/17/23	UDARA JAYASENA	Rejecting per Ashley Todd		
	Approved	08/17/23	GREG HOLLIDAY	Auto approved by: 9105jayu		
	Approved	08/17/23	SCOTT KEARNEY	Auto approved by: 9105jayu		
	Approved	08/17/23	UDARA JAYASENA	Approving per Scott Kearney &		
	Approved	08/17/23	DONALD ROSE	Approved by: 9105fola		
	Approved	08/17/23	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	08/17/23	JOHN PAINE	Auto approved by: 910516727		
	Approved	08/17/23	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual renewal of maintenance services for MIT Museum Drive data center Vertiv Liebert UPS cooling system.
General fund.

Amount of Contract:

$16,369.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20230815 Vertiv agenda Package POs	Cover Memo	8/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13494	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MAINTENANCE SERVICES FOR MIT MUSEUM DRIVE DATA CENTER VERTIV LIEBERT UPS COOLING SYSTEM (SOLE SOURCE/PRICE QUOTE)	$16,369.00	(295869) VERTIV CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00013494-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE #CPQ-534078-1. THIS IS FOR CITY OF MOBILE AT 4851 MUSEUM DRIVE.			
	CONTACT: GREG HOLLIDAY GHOLLIDAY@CITYOF MOBILE.ORG.			
001	1796651 DS AIR DS042ADC1EI098S 4 ESSENTIAL (08/01/2023) - (07/31/2024) $5,196.97	1.00 EACH	5196.97000	5196.97
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5196.97
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	1750884 DS AIR DS042ADC1EI235S 4 ESSENTIAL (08/01/2023) - (07/31/2024)	1.00 EACH	5196.97000	5196.97

Bill To	Requisition 00013494-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5196.97
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	1751243 APM45-90PERIPH NRMB0C4C2RA0S54 2 ESSENTIAL (08/01/2023) - (07/31/2024)	1.00 EACH	628.95000	628.95
1	1000.10.23.5000.5000.5000.0000.0000.42150.			628.95
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT			

Bill To	Requisition 00013494-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
004	1751241 APM 30 (N+1) WB NRB41CCSAHA0890 2 ESSENTIAL (08/01/2023) - (07/31/2024)	1.00 EACH	5346.11000	5346.11
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			5346.11
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 16369.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	16369.00	204496.79
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

Bill To	Requisition 00013494-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/03/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	08/03/23	SCOTT KEARNEY	
Approved	08/03/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	08/10/23	DONALD ROSE	Approved by: 9105fola
Approved	08/10/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/10/23	JOHN PAINE	Auto approved by: 910516727
Approved	08/10/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To fund previously executed and adopted contract for professional marketing services

Funding Source

Project # C0859 - Civic Center Marketing	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/16/2023 - 4:54 PM
Budget	Sapp, Celia	Approved	8/17/2023 - 8:46 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:56 AM
Legal	Kern, Chris	Approved	8/17/2023 - 10:02 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:05 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $90,000.00 be transferred from the General Fund, Real Estate Asset Management Facility Maintenance Department (10043035.40010) to the Capital Project Fund C0859 Civic Center Marketing (20002000.42200) to be used for professional services on a previously executed contract adopted May 23, 2023.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Transfer funds from General Fund Unassigned Fund Balance to City Hall Overhead Ladd Stadium for Ladd Stadium Fiscal Plan; $200,000.00.

Funding Source

Project # **Discretionary Funds**

Project String 10049000.49240 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/17/2023 - 9:44 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:56 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:56 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:04 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $200,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to City Hall Overhead.Ladd Stadium #10049000.49240. These funds will be used for the Ladd Stadium Fiscal Plan.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To approve Change Order 001 to increase existing contract 4399 by $59,638.00 for Exhibit Hall Joint Replacement at the Arthur R. Outlaw Convention Center

Amount of Contract:

additional $59,638.00

Funding Source

Project # CHANGE ORDER/Convention Center Exhibit Hall Expansion Joint Replacement CN-023-23 **Discretionary Funds**

Project String C0803 CONV CTR-EXPANSION JOINT REPLACEMEN (20002000-48010) **Contract Number:**4399

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-023-23 CHANGE ORDER 001	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/17/2023 - 11:28 AM
Capital	Rhodes, Brenda	Approved	8/17/2023 - 1:11 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:19 PM
Mayors			8/17/2023 - 2:49

Office	Montgomery, Brandi	Approved	PM

RESOLUTION

2023

Sponsored by Mayor William S. Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of $59,638.00 will be added to the original contract amount of $57,977.00. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Rob't J. Baggett, Inc.
Project Name:	A. R. Outlaw Convention Center – Exhibit Hall Expansion Joint Replacement
Project Number:	CN-023-23
Amount:	$59,638.00

Adopted:

_____

City Clerk

#4399

CAPITAL CONTRACT SUMMARY SHEET

PROJECT NAME: A. R. Outlaw Convention Center – Exhibit Hall Expansion Joint Replacement

CAPITAL PROJECT # C0803-CONV CTR-EXP JOINT REPLACEMENT

DATE OF RECEIPT_____ **DEPT. PROJECT#** CN-023-23

PROJECT DESCRIPTION To increase the Contract Sum for the removal and replacement of fire barrier, removal of existing 2" grout layer, pour and form a new grout bed to install expansion joint in the Exhibit Hall.

AMOUNT $59,638.00

VENDOR NAME Rob't J. Baggett, Inc.

VENDOR NUMBER 20370

DEPT # 3032 **DEPT NAME:** Architectural Engineering Department

CONTRACT ADMINISTRATOR Cassie Boatwright, Director of REAM

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Performance-Contributed Construction (Unit Price)* **Construction****
Contractual Non Contractual ROW (Acquisitions)

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X **N**__ 5% of the 1st 50%; or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Brenda Parker **Date:** 08/04/23

Revised 2/25/2016 Marilyn McMillan

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 8/4/23

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: ROB'T J. BAGGETT, INC.

DISTRICT#: Select Item. 2

DEPT. PROJECT#: CN-023-23

REQUEST: Please ADD (+) $ 59,638.00 from Capital Project#/Title:

CO803 CONV CTR-EXP JOINT REPLACEMENT

to contract# 4399.

Total amount of Change Order: $ 59,638.00

Current contract amount: $ 57,977.00

Revised contract amount: $ 117,615.00

Comments: TO CHANGE CONTRACT SUM BY THE ABOVE AMOUNT FOR THE REMOVAL & REPLACEMENT OF FIRE BARRIER, REMOVAL OF EXISTING 2" GROUT LAYER, POUR & FORM A NEW GROUT BED TO INSTALL EXPANSION JOINT IN THE EXHIBIT HALL.

BRENDA PARKER
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: A. R. OUTLAW CONVENTION CENTER – EXHIBIT HALL EXPANSION JOINT REPLACEMENT
PROJECT LOCATION: 1 SOUTH WATER ST., MOBILE, AL 36602
PROJECT #: CN-023-23
CAPITAL PROJECT # & NAME: C0803 CONV CTR-EXP JOINT REPLACEME
CONTRACT #: 4399
VENDOR #: 20370
VENDOR NAME: ROB'T J. BAGGETT, INC.

The attached change order number one (1) to contract with Rob't J. Baggett, Inc. dated 8/4/23, is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.

[X] 5. See attached Memo.

[ ] 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

Gregg Blaize (Aug 3, 2023 14:59 CDT)
Gregg Blaize, CIP Manager
Architectural Engineering Department

Cassie Boatwright, Director
Real Estate Asset Management

CITY OF MOBILE
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827

MOBILE
ALABAMA

PROJECT: A.R. OUTLAW CONVENTION CENTER - EXHIBIT HALL EXPANSION JOINT REPLACEMENT
ADDRESS: 1 SOUTH WATER STREET MOBILE, ALABAMA 36602

CHANGE ORDER NO.: (1) ONE

DATE: 8/4/23

CONTRACTOR: ROB'T J. BAGGETT, INC.
ADDRESS: 759 HOLCOMBE AVENUE MOBILE, ALABAMA 36606

PROJECT NO.: CN-023-23
CONTRACT DATE: 4/18/23
CONTRACT NO.: 4399, C0803

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

THE CONTRACT IS CHANGED AS FOLLOWS:
For the removal and replacement of fire barrier, removal of existing 2" grout layer, pour and form a new grout bed to install expansion joint in the Exhibit Hall.

Original Contract Sum was	$ 57,977.00
Net change by previously authorized Change Orders	$ 0.00
Contract Sum prior to this Change Order was	$ 57,977.00
Contract Sum will be **decreased/increased** by this change Order in the amount of	$ 59,638.00
New Contract Sum including this Change Order will be	$117,615.00

The Contract time will be **changed/unchanged** by
zero (0) days.
The date of Substantial Completion is unchanged.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

BARTER & ASSOCIATES, INC.
ARCHITECT:
Marc S. Barter
Marc S. Barter (Aug 10, 2023 13:57 CDT)
SIGNATURE

MARC S. BARTER, P.E., S.E.
(Printed Name/Title)
08/10/2023
DATE:

SIGNATURE (OWNER)

WILLIAM S. STIMPSON, MAYOR
(Printed Name/Title)
Revised 09 05 22 B PARKER

ROB'T J. BAGGETT, INC.
CONTRACTOR:
SIGNATURE

CHARLES D. DICKS, JR., PRESIDENT
(Printed Name/Title)
8-16-23
DATE

DATE

ATTEST:

CITY CLERK

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROB'T. J. BAGGETT, INC.
759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

July 13, 2023

Mr. Gregg Blaize
City of Mobile
201 South Water Street
Mobile, Alabama 36602

RE: Change Order – 001 – Remove and Replace Fire Barrier

Mr. Blaize:

We propose to provide labor, equipment and material to remove and replace the fire barrier (279 LF) in the expansion joint for the lump sum total of Fifty-Nine Thousand Six Hundred Thirty-Eight dollars and 00/100 ($59,638.00).

Clarifications:

- The existing grout bed is under the barrier, we need to remove this in order to get to the proper depth for the new expansion joint. After removing the existing fire barrier to get the grout that had got underneath the fire barrier it was discovered that there was actually another 2" of grout that we were not aware of. This grout started popping out so it had to all be removed and taken down to the concrete slab. Grout bed would have to be formed and poured again after removal.
- This price includes using the Inpro NF-140-2IM-02FL fire barrier.
- Price does NOT include a vapor barrier
- If the long run does not require us to remove the fire barrier we will issue a deductive change order.

This is the material cost without any mark up if the city would want to purchase.

- NF-140-2IM-02FL fire barrier (6.5') x 8 (52') $27.43ft / $1371.50 ($8,229.00)
- NJK-125/180 anchor kit 16ea. $51.82ea. / $829.12 ($4,974.72)
- The total in our cost above for the fire barrier material is $14,524.00 (includes mark-up)

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,

Bryant Baggett
Project Manager

BARTER & ASSOCIATES, INC.
Structural Engineers

July 26, 2023

Mr. Gregg Blaize
Capital Improvement Project Manager
City of Mobile
Email: gregg.blaize@cityofmobile.org

RE: Change Order #1-Expansion Joint Replacement Mobile Convention Center

Dear Gregg,

This letter is in response to your questions regarding the necessity for the change order. The project was designed using the information contained in the original construction drawings, The original construction drawings depicted a 1 ¾" deep track for the expansion joint installation. When the contractor began the demolition on the east end of the project, he discovered that the existing expansion joint was not installed utilizing the track as formed. The existing expansion joint was much shallower and therefore required grout to be installed to position it at the right height. Due to the configuration of the grout, the fireproofing also must be removed to install the new expansion joint. This in turn required the removal of the existing fireproofing. None of this was known prior to the bidding because to discover it, the existing expansion would need to be removed. This situation is best described as an unforeseen condition. A change order for this additional work is reasonable.

Should you require any additional assistance with this matter, please contact me.

Sincerely,

Marc S. Barter

Marc S. Barter, P.E., S.E.

MOBILE
ALABAMA

MEMORANDUM

TO: Cherlina Montiero
City Legal

FROM: Gregg Blaize
Architectural Engineering Department

DATE: July 27, 2023

SUBJECT: Change Order #01 Arthur R. Outlaw Convention Center – Exhibit Hall Expansion Joint Replacement

Project Number CN-023-23

JUSTIFICATION FOR CHANGE ORDER:

Add $59,638.00 to the Contract Sum.

To provide labor, equipment and materials to remove and replace of fire barrier, remove existing 2" grout layer, and pour and form a new grout bed in order to install expansion joint.

The original construction drawings depicted a 1 ¾" deep track for the expansion joint installation. During demolition , it was discovered the existing expansion joint was much shallower and therefore required grout to be installed to position it at the proper height. Due to the configuration of the grout, the current fireproofing is obsolete and must be removed and requires it to be replaced as per fir code requirements.

It is unknown if the existing conditions, outlined above, will persist throughout the entire 297 Linear Feet (LF) of the expansion joint run. A deductive change order, in the amount of $213.76 per LF will be issued where these conditions do not persist and actions outlined above not required.

21-410 **2023**

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	ROB'T J. BAGGETT, INC.
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – EXHIBIT HALL EXPANSION JOINT REPLACEMENT
Project Number:	CN-023-23
Amount:	$57,977.00

Adopted: APR 18 2023

City Clerk

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 18 day of April in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

City of Mobile Business License Number: 036051
Secretary of State Registration Number: 000-042-744

for the following Project:
(Name, location and detailed description)

Arthur R. Outlaw Convention Center
Exhibit Hall Expansion Joint Replacement
1 South Water Street
Mobile, Alabama 36602
CN-023-23

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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.

Init.
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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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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 Fifty-Seven Thousand Nine Hundred Seventy-Seven and 00/100 Dollars ($57,977.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$52,875.00
Additive Alternate #1:	$ 5,102.00
Total Contract Sum:	$57,977.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Expansion Joint Cover over existing wall joint	$ 5,102.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

(Table deleted)
Contingency Allowance: N/A

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
		$

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

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§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA

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COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rob't J. Baggett, Inc. has completed the contract CN-023-23 for the Arthur R. Outlaw Convention Center – Exhibit Hall Expansion Joint Replacement, 1 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[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)

§ 7.1.1 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (fill in address). The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Director of Real Estate Asset Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Charles D. Dicks, Jr., President
Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee

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C. Bodily Injury by Disease $1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,

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C. Bodily Injury and Property damage — $1,000,000 combined single limit

.8 Umbrella/Excess Liability: — $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

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The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten <10> days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
EJ1.0	Expansion Joint Plan and Details	January 24, 2023

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	February 2, 2023
Section 01230	Alternative Bid Items	February 2, 2023
Section 01330	Submittal Procedures	February 2, 2023
Section 01600	Materials and Equipment	February 2, 2023
Section 01635	Substitution Procedures	February 2, 2023
Section 01731	Cutting and Patching	February 2, 2023
Section 01770	Close Out Procedures	February 2, 2023

.5 Addenda, if any:

Number	Date
Addendum #1	February 6, 2023
Addendum #2	March 1, 2023
Addendum #3	March 6, 2023

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraphs deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders – AIA Documents A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	DBE Subcontracting & Major Supplier Plan
	Accounting of Sales Tax Form C-3A
Section 00500	Standard form Agreement Between Owner and Contractor- AIA Document A101
Section 00600	Bid Bond AIA A310-2010
	E-Verify Documentation
	Certificate of Substantial Completion – AIA G704
	Contractor's Affidavit of Payment of Debts and Claims – AIA G706
	Contractor's Affidavit of Release of Liens -AIA G706A
	Consent of Surety to Final Payment -AIA G707
Section 00700	General Conditions of the Contract for Construction – AIA Document A201 (w/Owner's Modifications)

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

9.2.8 **Breach of Contract.** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, or fails to adequately perform the services required hereunder within the time limits specified herein, shall be a material breach of this CONTRACT. In the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, the CITY may:

a. afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
b. discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
c. offset those monies disallowed pursuant to the above, against any monies billed by the CONTRACTOR but yet unpaid by the CITY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Legal Name of Party to Contract:
Contractor: Rob't J. Baggett, Inc.

CONTRACTOR *(By Signature)*

Charles D. Dicks, Jr., President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared CHARLES D. DICKS, JR. as PRESIDENT of ROB'T J. BAGGETT, INC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 28TH day of MARCH, 2023.

NOTARY PUBLIC
My Commission Expires:

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

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EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
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	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE., MOBILE, AL 36606
Telephone	251-473-3290
E-Mail	KRISTINA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	CN-023-23
Project Description	ARTHUR R. OUTLAW CONVENTION CENTER-EXPANSION JOINT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 146 Female 9 Minority 17 Non-minority _____ SDVO _____ Total #of Employees 155

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 3-8-23

Title: PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: BRYANT BAGGETT Title: PROJECT MANAGER

Email: BRYANT@RJBAGGETT.COM Phone: 251-473-3290, EXT 121

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company ROB'T J. BAGGETT, INC. Your Bid/Proposal Amount $ 52,875.00 Date: 3-8-23

3 / 8 / 2023 Description

Name of Bidder/Proposer: ROB'T J. BAGGETT, INC. - BRYANT BAGGETT

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
M2 SOLUTIONS	251-423-33330	MATERIALS	9,020	17	YES	
IDS Sawcutting		SAWCUTTING	1,800	3.4	NO	
WHITE CAP		MATERIALS	12,687	23.9	NO	
CONCRETE RESTORATION		INSTALLATION	28,800	54.4	NO	

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: BRYANT BAGGETT Phone 251-473-3290 Email BRYANT@RJBAGGETT.COM

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	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 Section2(c), if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	$25,000
Capital Paid In	$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999

Rob't J. Baggett, Incorporated	
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date Agent Mailing Address Changed From	10/06/2014 * Added
Transaction Date Registered Agent Changed From	10/06/2014 DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

New Search

E-Verify

Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008

E-Verify

Company ID Number: 133278

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services, LLC
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Martha Lee Hawkins / Ext 9406
PHONE (A/C, No, Ext): 1-800-476-2211 **FAX (A/C, No):**
E-MAIL ADDRESS: mhawkins@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corp	
INSURER B : Liberty Insurance Corporation	42404
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Starr Indemnity & Liability Company	38318
INSURER E :	
INSURER F :	

INSURED
Rob't J. Baggett, Inc
C & B Real Property, LLC
759 Holcombe Avenue
Mobile, AL 36606

COVERAGES **CERTIFICATE NUMBER:** PYDUUD3L **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Limited Job Site Pollution X Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	TB5-Z51-291805-042	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Agg Limit-All Proj/Loc	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	AS2-Z51-291805-012	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X	X	1000587178211	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2-Z51-291805-022 Includes USL&H for AL, LA, MS	06/30/2022	06/30/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Arthur R. Outlaw Convention Center Exhibit Hall Expansion Joint Replacement, 1 South Water Street, Mobile, AL 36602: Project #CN-023-23

City of Mobile is Additional Insured on a primary and non-contributory basis with respects to General Liability, Automobile Liability and Umbrella Liability as required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Umbrella Liability policies in favor of the City of Mobileas required per written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for 10 day non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
Architectuarl Engineering Department
P.O. ox 1827
Mobile, AL 35633-1827

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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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC	INSURED Rob't J. Baggett, Inc C & B Real Property, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 03/28/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Combined Inland Marine
Carrier: Lloyds Syndicate
Policy Term: 6/30/22 to 6/30/23
Policy No.: MIS0682985C

Limits of Liability:
Scheduled/Owned Equipment - as per schedule on file w/company
$500,000 Leased/Rented/Borrowed from others - Boom overload/overweight coverage included
$500,000 Equipment while waterborne

Deductibles:
2% of Values, Minimum 2,500 / except Cranes, 5% of Values min. 5,000 / $1,000 on Misc. & Employees Tools, 72 hour waiting period on rental reimbursement

Installation:
$5,000,000 Any One Job
$5,000,000 Temporary Off Site Storage
$5,000,000 Property In Transit
$5,000,000 Annual Aggregate - Flood
$5,000,000 Annual Aggregate - Earthquake

Deductibles:
$ 5,000 Per Occurrence Except
$25,000 Flood Minimum other than Named Storms
$25,000 Earthquake Minimum

Cargo: $250,000 Any One Conveyance
Temp Storage in Transit: $250,000
Deductible: $2,500 Per Occurrence

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CERTIFICATE NUMBER: PYDUUD3L

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the waterproofing including window repairs in a four-story office building at 200 Government Street

Amount of Contract:

$104,290.00

Funding Source

Project # 200 Government Street - Window Repairs MX-076-22 **Discretionary Funds**

Project String C0815 -- 200 Government St Bldg Improv (20002000-48010) **Contract Number:**4589

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MX-076-22 200 Government Street - Window Repairs	Cover Memo	8/10/2023
REVISED CAPITAL CONTRACT SUMMARY SHEET	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/16/2023 - 12:02 PM

Capital	Rhodes, Brenda	Approved	8/17/2023 - 12:09 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:25 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:55 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	HADLEY CONSTRUCTION SPECIALTIES, INC.
Project Name:	200 GOVERNMENT STREET – WINDOW REPAIRS
Project Number:	MX-076-22
Amount:	$104,290.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 200 GOVERNMENT ST BLDG IMPROV

CAPITAL PROJECT #: C0829 (20002000-48010)

CONTRACT AMOUNT: $104,290.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-076-22

PROJECT DESCRIPTION: FOR THE REPLACEMENT OF PERIMETER WINDOW SEALANT & WET SEALING INDIVIDUAL WINDOW PANES IN A FOUR-STORY OFFICE BUILDING AT 200 GOVERNMENT STREET.

VENDOR NAME: HADLEY CONSTRUCTION SPECIALTIES, INC.

VENDOR NUMBER: 298653

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 8/10/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Hadley Construction Specialties, Inc.
23040-B McCauliffe Road
Robertsdale, Alabama 36567

City of Mobile Business License Number: 066257
Secretary of State Registration Number: 000-224-398

for the following Project:
(Name, location and detailed description)

200 Government Street – Window Repairs
200 Government Street
Mobile, Alabama 36602

MX-076-22
For the repair and re-glazing of the windows in a 4-story masonry office building.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1447835953)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than ninety (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Init. /

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Four Thousand Two-Hundred Ninety and 00/100 Dollars ($104,290.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$ 89,290.00
Contingency Allowance:	$ 15,000.00
Total Bid:	$104,290.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

(Table deleted)
Contingency Allowance: Fifteen Thousand and 00/100 Dollars ($15,000.00).

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. Grind (to remove rust), prime (with rust inhibitive primer), and paint one (1) linear foot of steel head, sill, jamb, or mullion. The Base Bid includes the cost required to grind, prime, and pain 180 linear feet of steel head, sills, jambs, or mullions.	LF	$15.00
2. Grind (to remove flaking paint), prime, and paint one (1) linear foot of wooden head, sill, jamb, or mullion. The Base Bid includes the cost required to grind, prime, and pain 120 linear of wood trim & mullions.	LF	$15.00
3. Remove and replace, prime, and paint one (1) 1-1/2" x 3-1/2" x 4'-2" (approximate dimensions) piece of wood trim mullion on the second floor wood windows. The Base Bid includes the cost required to remove and replace, prim, and paint ten (10) pieces of wood trim mullion.	LF	$100.00
4. Remove and replace one (1) double glazed windowpane. The Base Bid includes the cost required to remove and replace four (4) windowpanes.	EA	$300.00
5.		

§ 4.5 Liquidated damages:

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(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

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Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Hadley Construction Specialties, Inc. has completed the contract MX-076-22 for 200 Government Street – Window Repairs. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[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)

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. Shane L. Hadley
Hadley Construction Specialties, Inc.
23040-B McCauliffe Road
Robertsdale, Alabama 36567
Phone: (251) 979-6058
Email: Shane@hcswaterproofing.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of

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Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

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.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit 2,000,000 ~~$5,000,000~~ combined single limit each occurrence for bodily injury and/or property damage

.8 Umbrella/Excess Liability:

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

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.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

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4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
	200 Government Street – Window Repairs	
REF-1	SOUTH ELEVATION	undated
REF-2	EAST ELEVATION	undated
REF-3	WEST ELEVATION	undated
REF-4	NORTH ELEVATION	undated

.4 Specifications

Section	Title	Date
	SPECIFICATIONS	

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DIVISION 1	GENERAL REQUIREMENTS	
01010	Summary of the Work	06/21/23
01210	Allowances	06/21/23
01220	Unit Prices	06/21/23
01330	Submittal Procedures	06/21/23
01635	Substitution Procedures	06/21/23
01700	Execution Requirements	06/21/23
01710	Closeout Procedures	06/21/23
DIVISION 2	SITE CONSTRUCTION – NOT USED	
DIVISION 3	CONCRETE – NOT USED	
DIVISION 4	MASONRY – NOT USED	
DIVISION 5	METALS – NOT USED	
DIVISION 6	WOOD AND PLASTIC – NOT USED	
DIVISION 7	THERMAL AND MOISTURE PROTECTION – NOT USED	
DIVISION 8	DOORS AND WINDOWS – NOT USED	
DIVISION 9	FINISHES- NOT USED	
DIVISION 10	SPECIALTIES – NOT USED	
DIVISION 11	EQUIPMENT - NOT USED	
DIVISION 12	FURNISHINGS - NOT USED	
DIVISION 13	SPECIAL CONSTRUCTION – NOT USED	
DIVISION 14	CONVEYING SYSTEMS - NOT USED	
DIVISION 15	MECHANICAL – NOT USED	
DIVISION 16	ELECTRICAL - NOT USED	

.5 Addenda, if any:

Number	Date
Addendum #1	06/23/23

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
1. EXHIBIT 1	DOW Fenestration Technical Manual	Undated	15
2. EXHIBIT 2	MasterSeal NP 150 Technical Data Guide	Undated	12
3. EXHIBIT 3	Exterior Condition Survey (BE-CI)	04/06/23	24

§ 9.2.1 Other documents, if any, listed below:
(Paragraphs deleted)
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal

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requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:

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In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Hadley Construction Specialties, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Shane L. Hadley, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Shane L. Hadley as President of Hadley Construction Specialties, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 27 day of July, 20 23.

C. Campbell
NOTARY PUBLIC
My Commission Expires: 1-25-25

STATE OF ALABAMA NOTARY PUBLIC
C. CAMPBELL
My Commission Expires
January 25, 2025

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(1447835953)
User Notes:

EXHIBIT A
SCOPE OF WORK

200 GOVERNMENT STREET – WINDOW REPAIRS

Project #MX-076-22

The work of this contract consists of removing and replacing perimeter sealant and wet sealing individual window panes, in the wood and metal windows in a four-story office building.

END OF SCOPE OF WORK

B9127695

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Hadley Construction Specialties, Inc., 23040 B McCauliffe RD., Robertsdale, Alabama 36507, hereinafter called the Principal, and _____, Cincinnati Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of one hundred four thousand, two hundred ninety and no/100 Dollars ($104,290.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, 200 Government Street – Window Repairs (MX-076-22), 200 Government Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 27 day of July, 2023.

CONTRACTOR AS PRINCIPAL
Company: Hadley Construction Specialties, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Shane L. Hadley
President

SURETY Company: Cincinnati Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607
Phone and Fax: 251-473-9000/9010

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of ratainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-In-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

B9127695

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Hadley Construction Specialties, Inc., 23040 B McCauliffe RD., Robertsdale, Alabama 36507, as Principal, and **Cincinnati Insurance Company** as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Four Thousand, Two Hundred Ninety and no/100 ($104,290.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, 200 Government Street – Window Repairs (MX-076-22), 200 Government Street, Mobile, Alabama 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint **Allen H. Ladd, Attorney-in-Fact** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 27 day of July, 2023

CONTRACTOR AS PRINCIPAL
Company: Hadley Construction Specialties, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Shane L. Hadley President

SURETY
Company: Cincinnati Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607
Phone and Fax: 251/473-9000/9010

Owner's Representative: Cassie Boatwright, Director
AE Department PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of ratainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Vastine

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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.

1093

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	Hadley Construction Specialtres, Inc
Address	P.O. Box 180037 Mobile, AL 36618
Telephone	251-970-1238
E-Mail	cc@hcswaterproofing.com

RFP/RFQ Solicitation Number	MX-076-22
Project Description	Government St. Window Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 6 Female 2 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 8

Subcontractor/Major Supplier Plan submitted by:

Printed Name: J. Shane G. Hadley

Signature: Shane Hadley Date: 7/26/23

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Constanee Hadley Title: Vice President

Email: cc@hcswaterproofing.com Phone: 251-654-1320

1094

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Hadley Construction Specialties, Inc Your Bid/Proposal Amount $ 104,290 Date: 7-27-23

7 / 27 / 23 Description 200 Government St. Window Repairs

Name of Bidder/Proposer: Hadley Construction Specialties, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Sherwin Williams	251-471-1438	Supplier	$4,500	5%	NO	
Coastal Construction	850-432-7155	Supplier	$2,000	2%	NO	

1095

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

1097

Alabama Secretary of State

Hadley Construction Specialties, Inc.	
Entity ID Number	000 - 224 - 398
Entity Type	Domestic Corporation
Principal Address	23040B MCAULIFFE RD ROBERTSDALE, AL 36567
Principal Mailing Address	PO BOX 180037 Mobile, AL 36618
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/01/2002
Registered Agent Name	SHANE L. HADLEY
Registered Office Street Address	23040 MCCAULIFFE RD UNIT B ROBERTSDALE, AL 36567
Registered Office Mailing Address	PO BOX 180037 MOBILE, AL 36618
Nature of Business	CONSTRUCTION
Capital Authorized	$1,000
Capital Paid In	---
Directors	
Director Name	HADLEY, SHANE L
Director Street Address	2558 Legends Row Mobile, AL 36618
Director Mailing Address	2558 Legends Row Mobile, AL 36618
Director Name	HADLEY, LOREE A
Director Street Address	9525 Soldier Creek Rd. LILLIAN, AL 36549
Director Mailing Address	9525 Soldier Creek Rd. LILLIAN, AL 36549
Director Name	Constance Hadley
Director Street Address	2558 Legends Row Mobile, AL 36618
Director Mailing Address	2558 Legends Row Mobile, AL 36618
Incorporators	
Incorporator Name	HADLEY, LARRY W
Incorporator Street Address	Not Provided

Hadley Construction Specialties, Inc.	
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date Director/Manager/Organizer Activity	02/03/2015 HADLEY, LOREE A
Transaction Date Director/Manager/Organizer Activity	02/03/2015 HADLEY, SHANE L
Transaction Date Principal Office Changed From	02/03/2015 FOLEY, AL
Transaction Date Agent Mailing Address Changed From	08/10/2022 HADLEY, LARRY W 3210 S MCKENZIE ST FOLEY, AL 36535
Transaction Date Registered Agent Changed From	08/10/2022 HADLEY, LARRY W 3210 S MCKENZIE ST FOLEY, AL 36535
Transaction Date Director/Manager/Organizer Activity	08/22/2022 *Removed HADLEY, DONALD B
Transaction Date Director/Manager/Organizer Activity	08/22/2022 *Changed HADLEY, SHANE L
Transaction Date Director/Manager/Organizer Activity	08/22/2022 *Added Constance Hadley
Transaction Date Director/Manager/Organizer Activity	08/22/2022 *Changed HADLEY, LOREE A
Transaction Date Principal Mailing Address Changed From	08/22/2022 PO BOX 56 LILLIAN, AL 36549
Scanned Documents	

Hadley Construction Specialties, Inc.	
Purchase Document Copies	
Document Date / Type / Pages	08/01/2002 Certificate of Formation 5 pgs.
Document Date / Type / Pages	02/09/2015 Articles of Amendment 6 pgs.
Document Date / Type / Pages	08/10/2022 Registered Agent Change 2 pgs.
Document Date / Type / Pages	08/22/2022 Articles of Amendment 8 pgs.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 477705

Approved by:

Employer	
Hadley Construction Specialties Inc.	
Name (Please Type or Print) Donald B Hadley	**Title**
Signature Electronically Signed	**Date** 12/21/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/21/2011

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 477705

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hadley Construction Specialties Inc.
Company Facility Address	23040 McCauliffe Dr Unit B Robertsdale, AL 36567
Company Alternate Address	PO Box 180037 Mobile, AL 36618
County or Parish	BALDWIN
Employer Identification Number	481287869
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

HADLCON-01 NTHIBODEAU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Noralyn Thibodeau, CISR PHONE (A/C, No, Ext): (251) 643-7036 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS: noralyn@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Hadley Construction Specialties, Inc. Post Office Box 180037 Mobile, AL 36618	INSURER B : Bridgefield Casualty Insurance	10335
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	ENP 0518161	1/1/2023	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	EBA 0518161	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	ENP 0518161	1/1/2023	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	0196-48677	6/1/2023	6/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			ENP 0518161	1/1/2023	1/1/2026	Leased/Rented	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
200 Government Street - Window Repairs
General Liability:
In regards to the City of Mobile, Additional Insured provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.
In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.
In regards to the City of Mobile, Primary & Non-Contributory provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HADLCON-01 NTHIBODEAU

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thames Batre' Insurance		Hadley Construction Specialties, Inc. Post Office Box 180037 Mobile, AL 36618
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
written contract.

Automobile:
In regards to the City of Mobile, Additional Insured provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.
In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.
In regards to the City of Mobile, Primary & Non-Contributory provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Work Comp:
In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to Workers' Compensation, subject to forms, if required by written contract.

Excess Liability:
In regards to the City of Mobile, Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Additional Insured provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.

In regards to the City of Mobile, Thirty Day Notice of Cancellation provisions apply with respect to General Liability, Automobile Liability and Excess Liability, subject to the policy forms, if required by written contract.

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BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **BR74172053**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. **Named Insured and Mailing Address:**
   Hadley Construction Specialties, Inc.
   PO Box 180037
   Mobile, AL 36618

2. **Producer Information:**
   A Name: THAMES BATRE' INSURANCE
   PO BOX 6989
   MOBILE, AL 36660-0989
   B Telephone # +1 251 473 9008
   C Fax #
   D Zurich Producer # 02070894
   E Field Office Name
   F Field Office Code

3. **Policy Period – From:** 08/01/2023 **To:** 02/01/2024
   12:01 a.m. at your mailing address above.

4. **Form of Business:** ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**

5. **Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)**

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A)	Any one building or structure	$
B)	All covered property at all locations	$
C)	Rate	Per Report
D)	Premium	Per Report
E)	Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F)	**Total Fully Earned Policy Premium**	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
200 Government Street
Mobile, AL 36602

New Construction			
A)	Any one building or structure	$	75,000
B)	All covered property at all locations (same as A unless otherwise noted)	$	75,000
Remodeling			
D)	Renovations and improvements	$	See new construction
E)	Existing buildings or structures	$	
F)	Rate	$	0.305
G)	Premium	$	400.00
H)	Total Taxes and Surcharges (per attached endorsement)	$	0.00
I)	**Total Fully Earned Policy Premium** (minimum premium applicable)	$	400.00

6. **Deductible:** ☐$500 ☒$1,000 ☐$2,500 ☐$5,000 ☐Other

7. **Forms Applicable To This Coverage Part:**
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: 7/27/2023 By: _____
Date Authorized Representative

FM-170001 (04-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
BR74172053	From 08/01/2023To 02/01/2024	American Zurich Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Hadley Construction Specialties, Inc. PO Box 180037 Mobile, AL 36618	THAMES BATRE' INSURANCE PO BOX 6989 MOBILE, AL 36660-0989

COVERAGE PARTS AFFECTED

Builders Risk Coverage

CHANGES

Additional Insured:

The City of Mobile
200 Government Street
Mobile, AL 36602

Authorized Representative Signature

IL 12 01 11 85

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Copyright, ISO Commercial Risk Services, Inc., 1983

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR74172053
Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)	LIMIT OF INSURANCE
a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	$ 50,000
Re-erection Of Scaffolding	$ 25,000
c. Debris Removal	$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	$ 25,000
e. Fire Department Service Charge	$ 25,000
f. Valuable Papers And Records	$ 50,000
g. Pollutant Clean-Up And Removal	$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	$ 75,000
Increased Cost Of Construction	$ 75,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	$ 75,000
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 BR74172053

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Hadley Construction Specialties, Inc.

Effective Date: 08/01/2023
12:01 A.M., Standard Time

Agent Name: THAMES BATRE' INSURANCE

Agent No.: 02070894

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

Important Notice – In Witness Clause

ZURICH

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[ ] [ ]

President *Corporate Secretary*

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Builders Risk Coverage Form

ZURICH

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from a Covered Cause of Loss described in this Coverage Form.

1. **Covered Property**, as used in the Coverage Form, means:

   Property which has been installed or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

   a. Your property;

   b. Property of others for which you are legally responsible;

   c. Paving, curbing, fences and outdoor fixtures;

   d. Trees, shrubs, plants, grass, lawns and landscaping materials installed by you or on your behalf;

   e. Completed single family dwelling which is being used as a model home when reported to us as such on monthly reports with an amount shown; and

   f. Foundations of buildings and foundations of structures in the course of construction.

2. **Property Not Covered**

   Covered Property does not include:

   a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;

   b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;

   c. Land and water;

   d. "Existing inventory", unless specifically endorsed;

   e. Contractors' tools, equipment, machinery and property of a similar nature not designated to be a permanent part of the location which you have reported to us; and

   f. Outdoor trees, shrubs, plants, grass, lawns and landscaping materials that existed prior to the policy's effective date at a location which you have reported to us.

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3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS.**

4. Additional Coverages

a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by "collapse" of all or part of a building or structure insured under this Coverage Form, if the "collapse" is caused by one or more of the following:

(1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet;

(2) "Water damage", but only if the causes of loss are otherwise covered in this Coverage Form;

(3) Hidden decay;

(4) Hidden insect or vermin damage;

(5) Weight of people or personal property;

(6) Weight of rain that collects on a roof; or

(7) Use of defective materials or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

(1) We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to scaffolding, construction forms and temporary structures, including fully enclosed office and tool trailers, but only while they are at a construction site you have reported to us. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.

(2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the Limit of Insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the Limit of Insurance applicable to the property up to, but not exceeding the Limit of Insurance shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

(1) Extract "pollutants" from land or water; or

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(2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay for all loss or damage caused by or resulting by back-up or overflow of sewers, drains or sumps is the Limit of Insurance, for any one occurrence, shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

(1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance or law.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

When there is a duplicate, we will pay for the blank materials for reproducing the records and labor to transcribe or copy the records. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay for this Additional Coverage is the Limit of Insurance shown on the Supplemental Declarations for Pollutant Clean-Up And Removal during each separate 12 month period from the effective date of the policy.

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No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:

(i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

(ii) Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and

(iii) Is in force at the time of loss or damage.

(b) Coverage for loss or damage to the undamaged portion of the structure is included within the applicable Limit of Insurance for that location. This is not additional insurance.

(2) Demolition Cost Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, as a consequence of enforcement of building, zoning or land use ordinance or law.

(b) The most we will pay for Demolition Cost Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Demolition Cost, whichever is less.

(3) Increased Cost Of Construction Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair, rebuild or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.

(b) If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph **(c)** below.

(c) The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Increased Cost Of Construction, whichever is less.

(d) We will not pay under this coverage for costs associated with the enforcement of any ordinance or law that was in effect prior to the start of the construction at the location you have reported to us.

(4) The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.

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(5) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(6) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law for existing buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. Payment and the amount of any reimbursement will be at our sole discretion.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.

We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property At A Temporary Storage Location.

l. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property In Transit.

m. Claim Preparation Expense

We will reimburse your actual costs for reasonable and necessary claim preparation expenses, as requested by us for determining the amount of loss or damage, prior to finalizing a claim adjustment, as a result of a Covered Cause of Loss.

(1) Claim preparation expense means the expense incurred by you for:

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(a) Your employees to produce or certify any particulars or details contained within your books or documents, or such other proofs, information or evidence required by us;

(b) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and

(c) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.

(2) Claim preparation expense does not mean the expense incurred for:

(a) Negotiating or presenting any claim that we have disputed or denied;

(b) Attorneys, public adjusters, loss appraisers or loss consultants; or

(c) Examinations under oath, even if requested by us.

This Additional Coverage does not apply until a claim for covered loss or damage to Covered Property has been submitted to and accepted by us. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Additional Coverage.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Claim Preparation Expense.

No deductible applies to this Additional Coverage.

n. Contract Penalties

If the first Named Insured is a general contractor, we will pay contractual penalties the first Named Insured is legally liable to pay under the provisions of a written construction contract signed prior to the start of construction for late or non-completion of construction due to direct physical loss or damage to Covered Property from a Covered Cause of Loss at the location which you have reported to us.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Contract Penalties.

No deductible applies to this Additional Coverage.

Paragraph **2.e.** of Section **B. EXCLUSIONS** does not apply to this Additional Coverage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

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But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

(1) Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water or their spray, all whether driven by wind or not;

(2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(3) Mudslide or mudflow;

(4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;

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(5) Water under the ground surface pressing on, or flowing or seeping through Covered Property;

(6) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing unless you:

(a) Do your best to maintain heat in the building or structure; or

(b) Drain the equipment and shut off the supply if the heat is not maintained.

But if water, as described in **e.(1)** through **e.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition.

b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

(1) While acting alone or in collusion with others; and

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of physical destruction by your employees or leased employees.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.

d. Shortage of property found upon taking inventory.

e. Penalties for noncompliance with contract conditions, except as provided in the Contract Penalties Additional Coverage.

f. "Collapse", except as provided in the **Collapse** Additional Coverage.

g. (1) Wear and tear.

(2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration.

(3) Insects, vermin, rodents.

(4) Corrosion, rust, fungus, mold, mildew, rot.

(5) Dampness, changes in or extremes of temperatures, all whether atmospheric or not.

(6) Settling, cracking, shrinking, or expansion of any Covered Property.

h. Rain, snow, sleet, sand or dust that damages Covered Property that is in the open awaiting installation at the location reported to us. This does not apply to Covered Property in the custody of a carrier for hire.

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i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.

j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

a. Weather conditions which contribute in any way to a cause or event excluded in paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of all or part of any Covered Property wherever located.

d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal** Additional Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions).

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2. **Where Coverage Applies**

This coverage applies to Covered Property while within the coverage territory while:

a. At any construction site you have reported;

b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or

c. In transit except imports or exports while ocean marine coverage applies.

3. **When Coverage Begins And Ends**

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

a. Once your interest in the Covered Property ceases;

b. Ninety days after initial occupancy of the Covered Property unless:

(1) That building is being used as a model home;

(2) That building is being remodeled and is a single family dwelling; or

(3) That building is being used as a "model home leaseback".

c. When the Covered Property is leased to or rented to others:

(1) For a single family dwelling, when the building is leased or rented to others;

(2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or

(3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

d. When you abandon the reported location with no intention to complete it;

e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term; or

For coverage on existing buildings or structures that are being or have been remodeled, at the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

f. When permanent property insurance applies, whether procured by an insured hereunder or by the owner or purchaser; or

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g. Once the Covered Property is accepted by the owner or buyer and:

(1) The contractor has been paid in full; or

(2) The transfer of ownership has taken place.

4. **Reporting Provisions**

a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

(1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or

(2) When you acquire title to the existing structure.

b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy or stop us from asserting any right we have under the terms of this policy.

d. The premium charged is fully earned and no refund is due you when coverage ends.

e. A dwelling being used as a model home must be reported and should be identified as a model home.

f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.

g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a third time.

For coverage on existing buildings or structures that are being or have been remodeled, if at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time.

h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

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However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

a. The term mortgage holder includes trustees.

b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.

c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. We will not notify the mortgage holder if:

(1) You cancel this policy, or

(2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to $25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

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If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

a. Divide the reported value by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph **a.**; and

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported Value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$100,000 = 1.00

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x 1.00 = $60,000

c. Deductible amount subtracted from result of paragraph **b.**

$60,000 - $1,000 = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	$1,000
Reported Value	$100,000
"Total estimated completed value"	$120,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$120,000 = .833

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x .833 = $49,980

c. Deductible amount Subtracted from result of paragraph **b.**

$49,980 - $1,000 = $48,980

8. Liberalization Clause

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If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Collapse" means the abrupt falling down or the caving in of a building or structure or a part of a building or structure with the result that the building or structure cannot be occupied for its intended use:
   a. A part of a building or structure that is in danger of falling down or caving in is not considered to be in a state of collapse;
   b. A part of a building or structure that is standing is not considered to be in the state of collapse even if it is separated from another part of a building or structure;
   c. A building or structure that is standing or any part of a building or structure that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
2. "Commercial structure" means any structure other than a one to four family dwelling.
3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.
4. "Existing inventory" means buildings or structures where construction was started and more than 30% of the "total estimated completed value" was completed prior to the inception date of this policy.
5. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.
6. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.
7. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.
8. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.
9. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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10. "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.

11. "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.

12. "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".

13. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:

    a. Money or securities;

    b. Converted data; or

    c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.

14. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

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Non-Reporting Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:

   e. Upon expiration of the policy.

2. Additional Condition **4. Reporting Provisions** is replaced by the following:

   4. Reporting Provisions

   a. The premium charged is fully earned and no refund is due to you when coverage ends.

   b. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the property and a record of all contracts of sale dealing with the property.

3. Additional Condition **7. Coinsurance** is replaced by the following:

   7. Coinsurance

   If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

   a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

   b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

   c. Subtract the deductible from the figure determined in paragraph **b.**

   Example No 1.

   (This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

   a. Limit of Insurance/Total Estimated Completed Value

   $100,000/$100,000 = 1.00

   b. Amount of loss x percentage in A

   $60,000 x 1.00 = $60,000

   c. Deductible amount subtracted from results in B

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$60,000 - $1,000 = $59,000

Total amount of loss payable = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	$1,000
Limit of Insurance	$100,000
"Total Completed Estimated Value"	$120,000
Amount of loss	$60,000

a. Limit of Insurance/Total Estimated Completed Value

$100,000/$120,000 = .833

b. Amount of loss x percentage in A

$60,000 x .833 = $49,980

c. Deductible amount subtracted from results in B

$49,980 - $1,000 = $48,980

Total amount of loss payable = $48,980

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Windstorm Deductible

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Schedule

Loc. #	Address
1	200 Government Street, Mobile, AL 36602

Windstorm Deductible Percentage: 5 %, subject to a minimum Deductible of $ 1,000

For loss or damage caused by windstorm, Section **D. DEDUCTIBLE** is replaced by the following:

The Windstorm Deductible applies to loss or damage to Covered Property caused directly or indirectly by windstorm. If loss or damage from a covered weather condition other than windstorm occurs, and that loss or damage would not have occurred but for the windstorm, such loss or damage shall be considered to be caused by windstorm and, therefore, part of the windstorm occurrence.

WINDSTORM DEDUCTIBLE CLAUSE

1. **Non Reporting Form**

   a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the Limit of Insurance applicable to the property described in the Declarations that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

   b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible, up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

2. **Reporting Form**

   a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location reported to us that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure reported to us, if two or more buildings or structures sustain loss or damage.

   b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible, up to the "total estimated completed value" reported to us for that Covered Property. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

3. **Deposit Premium Form**

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a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Deductible Amendatory Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Miscellaneous Property Coverage Form

Section **D. DEDUCTIBLE** is replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more buildings or structures sustain loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Changes In Cancellation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Common Policy Conditions

Section **A. Cancellation**, Paragraph **5.** is replaced with the following:

The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Changes In Valuation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.
2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Insured Name:
Policy Number:
Effective Date:

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$0

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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ZURICH

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

   Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any Insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.

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6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. **Pair Or Set**

   In case of loss or damage to any part of a pair or set we may:

   a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or

   b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. **Parts**

   In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

   a. Someone insured by this insurance; or

   b. A business firm:

      (1) Owned or controlled by you; or

      (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

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2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added:

1. We will not pay for loss or damage arising out of any act committed:
   a. By or at the direction of any insured; and
   b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:
   a. Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and
   b. For the act causing the loss, either:
      (1) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or
      (2) Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.
3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Commercial Inland Marine Conditions:

If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

C. The **Legal Action Against Us** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within the time limitations prescribed by Alabama law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. **Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. **Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. **Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. **Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

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F. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Non-Renewal Notice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Due to the specialized nature of the risk insured and the limited term of the coverage provided under this policy, it is agreed that this policy expires on date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date. However, we have no obligation to extend the policy period.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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SANCTIONS EXCLUSION ENDORSEMENT

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

US Assure

BUILDERS RISK ENDORSEMENT

Policy number *

74172053

Endorsement effective date *

08/01/2023

12:01 a.m. Standard Time at insured's mailing address.

Select type of endorsement *

Add/change/delete policy coverages (limits & deductibles)

Select multiple if desired.

E-mail address *

noralyn@thamesbatre.com

Base Coverages

Coverage description	Limit	Deductible
Amount of renovation/improvements	$104,290	
Existing building(s) or structure(s) amount	$0	
Total completed value of all covered property	$104,290	$1000

Additional Coverages

The following additional coverages apply to this policy. Depending on the policy type and coverage, you may increase the limits by entering the value into the limits field (reporting form policies not eligible for increase). An increase in limit will result in an increase in premium. You may return to the default limit by clicking on the "Reset to default" button.

Coverage description	Limit
Back-up or overflow of sewer, drains or sumps	$25,000
Claim Preparation Expense	$10,000
Contract Penalties	$25,000
Debris removal	$50,000
Fire department service charge	$25,000
Ordinance or law	
Loss to the undamaged portion of the building	Included
Demolition cost	$104,290
Increased cost of construction	$104,290
Combined aggregate for demolition cost and increased cost of construction	$104,290
Pollution clean up and removal	$25,000
Reward	$25,000
Scaffolding, construction forms and temporary structures	$50,000
Scaffolding re-erection	$25,000
Property at a temporary storage location	$25,000
Property in transit	$25,000
Valuable papers and records	$50,000

Coverage description	Limit	Deductible
Better green endorsement	$0	
Business income and extra expense Select coverage option * No coverage		
Expediting expense	$0	

Live Chat

Coverage description		Limit	Deductible
Change order endorsement			
Include the change order endorsement *	No		
Earthquake			$0
Flood			$0
Testing			
Add testing coverage *	No		
Soft costs			$0
Soft costs include:			
1. *Advertising & promotion expense*			
2. *Interests on Construction Loan*			
3. *Architect, Engineer & Consultant Fees*			
4. *Real estate & Property Tax Assessments*			
5. *Commissions or fees for renegotiation of leases*			
6. *Insurance Premiums*			
7. *Legal and Accounting Fees*			
8. *Fees for Licenses & Permits"*			
Wind coverage			
Do you want to exclude wind coverage *	No		
Wind deductible option *	Wind Deductible		
Wind deductible percentage	5%		
Named storm deductible *			
Equipment Breakdown			
Add Equipment Breakdown coverage *	No		
Inflation Guard			
Add inflation guard coverage *	No		

Endorsement for policy number BR74172053
Endorsement effective date 08/01/2023 **to** 02/01/2024

Base coverages	**Limit**	**Limit Change**	**Rate**	**Premium**
Amount of renovation/improvements	$104,290	$29,290		
Existing building(s) or structure(s) amount	$0	$0		
Total completed value of all covered property $1,000 deductible applicable to losses to covered property	$104,290	$29,290	$0.305	$89.00
Additional coverages	**Limit**	**Limit Change**	**Rate**	**Premium**
Back-up or overflow of sewer, drains or sumps	$25,000	$0	$0.00	$0.00
Claim Preparation Expense	$10,000	$0	$0.00	$0.00
Contract Penalties	$25,000	$0	$0.00	$0.00
Debris removal	$50,000	$0	$0.00	$0.00
Fire department service charge	$25,000	$0	$0.00	$0.00
Ordinance or Law				
Loss to the undamaged portion of the building	Included			
Demolition cost	$104,290	$29,290		
Increased cost of construction	$104,290	$29,290		
Combined Aggregate for Demolition Cost and Increased Cost of Construction	$104,290	$29,290	$0.00	$0.00
Pollution clean up and removal	$25,000	$0	$0.00	$0.00
Reward	$25,000	$0	$0.00	$0.00
Scaffolding re-erection	$25,000	$0	$0.00	$0.00

Base coverages	Limit	Limit Change	Rate	Premium
Scaffolding, construction forms and temporary structures	$50,000	$0	$0.00	$0.00
Property at a temporary storage location	$25,000	$0	$0.00	$0.00
Property in transit	$25,000	$0	$0.00	$0.00
Valuable papers and records	$50,000	$0	$0.00	$0.00

Optional coverages	Limit	Limit Change	Rate	Premium
Wind deductible 5%	Per Occurrence		Included	$0

Totals and surcharges	Premium
Premium change all coverages *($400 minimum premium applied for coverage)*	$0.00
TOTAL FULLY EARNED POLICY PREMIUM change	**$0.00**
Policy premium now reads	$400.00

The undersigned is an authorized representative of the applicant and certifies that reasonable enquiry has been made to obtain the answers to questions on this application. He/She certifies that the answers are true, correct and complete to the best of his/her knowledge.

Insured's Signature: **Date:**

Agent's Signature: Noralyn Thibodeau **Date:** 07/25/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT # 4589

PROJECT NAME: 200 GOVERNMENT ST - WINDOW REPAIRS

CAPITAL PROJECT #: C0815 (20002000-48010)

CONTRACT AMOUNT: $104,290.00 **DATE OF RECEIPT:** 8/17/23

ARCHITECTURAL ENGINEERING PROJECT #: MX-076-22

PROJECT DESCRIPTION: FOR THE REPLACEMENT OF PERIMETER WINDOW SEALANT & WET SEALING INDIVIDUAL WINDOW PANES IN A FOUR-STORY OFFICE BUILDING AT 200 GOVERNMENT STREET.

VENDOR NAME: HADLEY CONSTRUCTION SPECIALTIES, INC.

VENDOR NUMBER: 298653

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate ___

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 8/17/2023

C0815 8/17/23 Avail $119,000.00
(104,290.00)
$ 14,710.00 Bal.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

To remove and replace existing roof at Police Third Precinct

Amount of Contract:

$182,400.00

Funding Source

Project # Police Third Precinct - Re-Roofing BG-023-22 **Discretionary Funds**

Project String C0689 MPD Re-Roofing (20002000-48010) **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
BG-023-22 MPD 3RD PRECINCT RE-ROOF	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/16/2023 - 11:59 AM
Capital	Rhodes, Brenda	Approved	8/17/2023 - 10:33 AM
Legal	Kern, Chris	Approved	8/17/2023 - 2:20 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:56 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	DOUBLE AA CONSTRUCTION COMPANY, LLC
Project Name:	POLICE THIRD PRECINCT – RE-ROOFING
Project Number:	BG-033-22
Amount:	$182,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MPD RE-ROOFING

CAPITAL PROJECT #: C0689 (20002000-48010)

CONTRACT AMOUNT: $182,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-033-22

PROJECT DESCRIPTION: FOR THE REMOVAL & REPLACEMENT OF AN EXISTING ROOF AT POLICE THIRD PRECINCT (2165 ST STEPHENS ROAD).

VENDOR NAME: DOUBLE AA CONSTRUCTION COMPANY, LLC

VENDOR NUMBER: 276905

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X_ N ___ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: *Katie Cassil* – Secretary III **Date:** 8/15/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Double AA Construction Company, LLC
8735 Lott Road
Wilmer, Alabama 36587

City of Mobile Business License: 064691
Secretary of State Registration Number: 000-315-936

for the following Project:
(Name, location and detailed description)

Police Third Precinct – Re-Roofing
2165 St. Stephens Road
Mobile, Alabama 36617

BG-033-22
For removal and replacement of an existing roof of a Police Precinct.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
And
Roof Asset Management, Inc.
4950 Woodfield Drive
Millbrook, Alabama 36054

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than ninety (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Eighty Two Thousand Four Hundred and 00/100 Dollars ($182,400.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$172,400.00
Contingency Allowance:	$ 10,000.00
Total Contract Sum:	$182,400.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)
(Paragraphs deleted)
(Table deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

Contingency Allowance: Ten Thousand and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

(Table deleted)

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price #1: Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized deck). Include the removal and replacement of 1,500 square feet of metal deck in the Base Bid.	Per (SF)	$12.00
Unit Price #2: Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking Include the removal and replacement of 200 board feet of unsuitable wood blocking in the Base Bid.	Per (BF)	$ 8.00
Unit Price #3: Provide and install one (1) linear foot of 36" wide, 80-mil PVC walkway pads. Include 300 linear feet of walkway pads in the Base Bid.	Per (LF)	$ 8.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the

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contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Double AA Construction Company, LLC has completed the contract for BG-033-22, Police Third Precinct – Re-Roofing, 2165 St. Stephens Road, Mobile, Alabama 36617. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[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.

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§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Robert Fleming, Owner
Double AA Construction Company, LLC
8735 Lott Road
Wilmer, Alabama 36587
Phone: (251) 645-1266
Email: doubleaaconst@aol.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

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A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person

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		$1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

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.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
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.

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6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

§ 8.9 Health Practices:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
A-1	ROOF PLAN & DETAILS	05/17/23

.4 Specifications

Section	Title	Date
DIVISION 1:	**GENERAL REQUIREMENTS**	
Section 01010	Summary of the Work	
Section 01210	Allowances	
Section 01220	Unit Prices	
Section 01310	Project Management & Coordination	
Section 01330	Submittal Procedures	
Section 01710	Closeout Procedures	

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Section 01731	Cutting and Patching
Section 017839	Project Record Documents
DIVISION 2:	**SITE CONSTRUCTION – NOT USED**
DIVISION 3:	**CONCRETE – NOT USED**
DIVISION 4:	**MASONRY – NOT USED**
DIVISION 5:	**METALS – NOT USED**
DIVISION 6:	**WOOD AND PLASTICS**
Division 06100	Rough Carpentry
DIVISION 7:	**THERMAL & MOISTURE PROTECTION**
Section 075419	Polyvinyl-Chloride (PVC) Roofing
Section 07620	PVC-Coated Flashing and Sheet Metal
Section 07920	Joint Sealants
DIVISION 8:	**DOORS & WINDOWS – NOT USED**
DIVISION 9:	**FINISHES**
DIVISION 10:	**SPECIALTIES – NOT USED**
DIVISION 11:	**EQUIPMENT – NOT USED**
DIVISION 12:	**FURNISHINGS – NOT USED**
DIVISION 13:	**SPECIAL CONSTRUCTION – NOT USED**
DIVISION 14:	**CONVEYING SYSTEMS – NOT USED**
DIVISION 15:	**MECHANICAL – NOT USED**
DIVISION 16:	**ELECTRICAL – NOT USED**

.5 Addenda, if any:

Number	**Date**

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

EXHIBIT 1: February 8, 2023 Infrared Scan by Roof Asset Management, Inc.

(Paragraphs deleted)

§ 9.2

Supplementary and other Conditions of the Contract:

Document	**Title**	**Date**	**Pages**
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100 Invitation to Bid

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Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely

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as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Double AA Construction Company, LLC

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Robert Fleming, Owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Robert Fleming as Owner of Double AA Construction Company, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 16th day of August, 20 23.

NOTARY PUBLIC
My Commission Expires: February 2, 2027

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EXHIBIT A
SCOPE OF WORK

POLICE THIRD PRECINCT – RE-ROOFING

Project #BG-033-22

The work of this contract consists of the complete removal of the existing modified bitumen roof membranes and insulation, and the installation of new insulation, cover board, and single ply PVC roof membrane.

END OF SCOPE OF WORK

Bond # RCB0047745

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Double AA Constructiion Co. LLC, 8735 Lott Road, Wilmer, Alabama 36587, hereinafter called the Principal, and RLI Insurance Company 9025 N Lindbergh Dr. Peoria, IL 61615, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of one hundred eighty-two thousand, four hundred and no/100 Dollars ($182,400.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Police Third Precinct – Re-Roofing (BG-033-22) 2165 St. Stephens Road, Mobile, Alabama 36617, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL

Company: Double AA Construction Company, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Robert Fleming, Owner

SURETY

Company: RLI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: B. Doyle Campbell, Attorney-in-fact

Resident Agent: _____
(Signature)

Name and Title: B. Doyle Campbell, AL Resident Agent
Company Name: BaySide Surety Brokerage, Inc.
Address: PO Box 851074
Mobile AL 36685
Phone and Fax: 251-661-0745 / 251-661-0790

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of February, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

014619-020212

A0058D19

Bond # RCB0047745

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Double AA Constructiion Co. LLC, 8735 Lott Road, Wilmer, Alabama 36587, as Principal, and RLI Insurance Company 9025 N Lindbergh Dr. Peoria, IL 61615, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of one hundred eighty-two thousand, four hundred and no/100 ($182,400.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Police Third Precinct – Re-Roofing (BG-033-22), 2165 St. Stephens Road, Mobile, Alabama 36617, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint B. Doyle Campbell **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL
Company: Double AA Construction Company, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Robert Fleming, Owner

SURETY
Company: RLI Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: B. Doyle Campbell, Attorney-in-fact

Resident Agent: _____
(Signature)

Name and Title: B. Doyle Campbell, AL Resident Agent
Company Name: BaySide Surety Brokerage, Inc.
Address: PO Box 851074
Mobile AL 36685
Phone and Fax: 251-661-0745 / 251-661-0790

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of February, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: BG-033-22
PROJECT NAME: Police Third Precinct – Re-Roofing
PROJECT LOCATION: 2165 St. Stephens Road, Mobile, Alabama 36617

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated May 17, 2023; and all Addendum (a) Number(s) 1 & 2, dated May 25 & 30, 2023, 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: Double AA Construction Company, LLC.

ADDRESS: 8735 Lott Road, Wilmer, Alabama 36587 **PHONE** (251) 645-1266

ALABAMA GENERAL CONTRACTOR LICENSE NO. 37758

CITY OF MOBILE BUSINESS LICENSE NO. 64691

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. N/A

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. N/A

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [X] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for forty-five (45) calendar days from the date of the Notice to Proceed.

Base Bid: $ 172,400.**00**

Contingency Allowance: + $ **10,000.00**

Total Base Bid: $ 182,400.**00**
(Fill in here and in Total Bid below)

TOTAL BASE BID: One Hundred Eighty Two Thousand Four Hundred - - - - -

- Dollars, ($ 182,400.**00**)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

Unit Price #1: Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized metal deck). Include the removal and replacement of 1,500 square feet of metal deck in the Base Bid.

$ 12.00 SF

Unit Price #2: Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 50 board feet of wood blocking in the Base Bid.

$ 8.00 SF

Unit Price #3: Supply and install one (1) linear36" wide, 80-mil PVC additional walkway pads. Include the installation of 300 linear feet of walkway pads in the Base Bid.

$ 8.00 SF

CONTINGENCY ALLOWANCE: $10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color,

national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: Double AA Construction Company, LLC.
(Printed or Typed)

BY: Robert Fleming
(Signature of Company Officer)

COMPANY OFFICER: Robert Fleming
(Printed or Typed)

TITLE Owner **DATE** May 31, **2023**
(Printed or Typed)

Sworn to and subscribed before me this 31st day of May 2023

Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile

Date: May 31, 2023

Name of Project: POLICE THIRD PRECINCT
Project Number: BG-033-22

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 6,400.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Double AA Construction Company, LLC.

Mailing Address 8735 Lott Road, Wilmer, Alabama 36587

***By (Legal Signature)** Robert Fleming

*Name (type or print) Robert Fleming (Seal)

*Title Owner

Telephone Number (251) 645-1266

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: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	Double AA Construction Company, LLC.
Address	8735 Lott Road Wilmer, Alabama 36587
Telephone	(251) 645-1266
E-Mail	doubleaaconst@aol.com

RFP/RFQ Solicitation Number	BG-033-22
Project Description	Police Third Precinct Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male eight Female zero Minority four Non-minority four Vets zero Total #of Employees eight

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert Fleming

Signature: Robert Fleming Date: May 31, 2023

Title: Owner

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Robert Fleming Title: Owner

E-mail:_ Phone: doubleaaconst@aol.com (251) 645-1266

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # BG-033-22 Your Bid/Proposal Amount $ 182,400.00 Date: 05 / 31 /2023

Description Police Third Precinct - Re-Roofing

Name of Bidder/Proposer: Double AA Construction Company, LLC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
DURO-LAST	(989) 753-6486	Roofing Material	64,000.00	35%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Double AA Construction Company, LLC.

Contact Person: Robert Fleming Phone (251) 645-1266 Email doubleaaconst@aol.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	X	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	X	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. None

Suggestions or comments to improve this program. _____

Alabama Secretary of State

Double AA Construction Company, LLC	
Entity ID Number	000 - 315 - 936
Entity Type	Domestic Limited Liability Company
Principal Address	8735 LOTT RD WILMER, AL 36587
Principal Mailing Address	8735 LOTT RD WILMER, AL 36587
Status	Exists
Place of Formation	Mobile County
Formation Date	08/06/2014
Registered Agent Name	FLEMING, ROBERT A
Registered Office Street Address	8735 LOTT RD WILMER, AL 36587
Registered Office Mailing Address	8735 LOTT RD WILMER, AL 36587
Nature of Business	TO ENGAGE IN CONSTRUCTION BUSINESS
Organizers	
Organizer Name	FLEMING, ROBERT A
Organizer Street Address	8735 LOTT RD WILMER, AL 36587
Organizer Mailing Address	8735 LOTT RD WILMER, AL 36587
Organizer Name	FLEMING, ROBERT A
Organizer Street Address	8735 LOTT RD WILMER, AL 36587
Organizer Mailing Address	8735 LOTT RD WILMER, AL 36587
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	08/18/2014
Miscellaneous Filing Entry	New Entity Effective 08-10-2014 17:00
Scanned Documents	

Double AA Construction Company, LLC	
Purchase Document Copies	
Document Date / Type / Pages	08/18/2014 Certificate of Formation 4 pgs.

Browse Results | New Search

E-Verify

Company ID Number: 491440

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Double AA Construction Company

Robert Fleming Name (Please Type or Print)	Title
Electronically Signed Signature	01/18/2012 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	01/18/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Double AA Construction Company
Company Facility Address	8735 Lott Rd Wilmer, AL 36587
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	542117126

E-Verify

Company ID Number: 491440

North American Industry Classification Systems Code:	238
Administrator	
Number of Employees	10 to 19
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Robert S Fleming		
Telephone Number:	(251) 645 - 1266	Fax Number:	(251) 645 - 1286
E-mail Address:	doubleaaconst@yahoo.com		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CCMSI
c/o WorkersFirst CompFund
2 East Main Street Ste 208
Danville, IL 61832

CONTACT NAME: Linda Hudgins
PHONE (A/C, No, Ext): (888)-578-5555 8417 FAX (A/C, No): 217-477-6772
E-MAIL ADDRESS: workersfirst@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WorkersFirst CompFund	
INSURER B : Midwest Employers Casualty Company	23612
INSURER C : Alabama Reinsurance Trust Fund	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DOUBLE AA CONSTRUCTION CO. LLC
8735 LOTT ROAD
WILMER, AL 36587

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X	EWC005404(WC)	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y	N/A	POAL127200(EL)			E.L. EACH ACCIDENT	$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Police Third Precinct - Re-Roofing, 2165 St. Stephens Road, Mobile, AL 36617
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT. Waiver of Subrogation is granted in favor of City of Mobile. 30 Day NOC applies.

Excluded Officer(s): Robert Fleming Owner;

CERTIFICATE HOLDER

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
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
Linda Hudgins

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633-1827

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective ***7/31/2023 - 1/1/2024*** Policy No. ***POAL127200(EL)*** Endorsement No.
Premium ***0***

Insured
DOUBLE AA CONSTRUCTION CO. LLC

Insurance Company
WorkersFirst Comp Fund

Countersigned by Linda Hudgins

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Danelle Stokes	
Valent Group, LLC	PHONE (A/C, No, Ext): (251) 544-7237	FAX (A/C, No):
1110 Montlimar Drive	E-MAIL ADDRESS: dstokes@valentgroup.com	
Suite 400	INSURER(S) AFFORDING COVERAGE	NAIC #
Mobile AL 36609	INSURER A: State Auto Mutual Insurance Company	25135
INSURED	INSURER B: Travelers Property & Casualty Co of America	25674
Double AA Construction Co	INSURER C:	
8735 Lott Rd	INSURER D:	
	INSURER E:	
Wilmer AL 36587	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL22111842238 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	10155713CP	11/24/2022	11/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	10155714CA	11/24/2022	11/24/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	10155719CU	11/24/2022	11/24/2023	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		issued under separate certificate			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Installation or Builders Risk $1,000 deductible			660-9S448313	11/24/2022	11/24/2023	Total Limit per job Temp Storage Limit Transit Limit	$ 1,250,000 $ 250,000 $ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Police Third Precinct Re-Roofing @ 2165 St Stephens Rd, Mobile, AL 36617
Project No : BG-033-22

City of Mobile is named as an additional insured with respect to the general, automobile and the umbrella liability as required by written contract. All policies shall be primary and non-contributory with any other insurance in force or which may be purchased by the additional insured. A waiver of subrogation applies in favor of the City of Mobile as respects to general, automobile and umbrella liability. A 30 day notice of cancellation, non-renewal or material change applies(except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept.
PO Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsha Greene

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE AUTO PEAK SERIES FOR CONTRACTOR'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE
B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE
C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE
D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT
E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS
F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY OF OTHERS
G. PRIMARY AND NONCONTRIBUTORY

A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE

1. **Coverage**

   With respect to the coverage provided by this provision, the following is added to Paragraph **1.a**. of **Section I – Coverages - Coverage A – Bodily Injury And Property Damage Liability:**

   We will pay, at your request, for "property damage" to property of others while that property is in the care, custody or control of the insured, arising out of your act or omission without regard to any legal obligation to pay damages.

2. **Exclusions**

   Paragraph **2. Exclusions**, of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

   a. With respect to the coverage provided by this endorsement, exclusions **2.j.(3), 2.j.(5)** and **2.j.(6)** of **Section I – Coverages – Coverage A - Bodily Injury And Property Damage Liability** do not apply.

   b. With respect to the coverage provided by this endorsement, exclusion **2.j.(4)** is replaced with the following:

      j. Damage To Property

      "Property damage" to:

      (4) Personal property in the care, custody or control of the insured at premises owned, occupied by or rented to an insured;

   c. The following is added:

      1) This insurance does not apply to "property damage" to property:

         a) Arising from errors or mistakes in design plans or specifications committed by or on behalf of the insured.

         b) While being transported by or caused by the ownership, maintenance, operation, use, loading or unloading of any "auto," watercraft or aircraft by an insured; or

         c) Included in the "products – completed operations hazard".

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3. **Limits of Insurance**

With respect to the coverage provided by this endorsement, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":

a. Subject to **b. below**, the most we will pay for "property damage" including all resulting loss of use is:

1) $2,500 as a result of any one "occurrence" and the most we will pay for the sum of all occurrences during the policy period is the aggregate limit of $10,000; or

2) The amount shown in the Declarations, if greater than **1)** above, for Property Of Others In The Care, Custody, And Control Of The Insured.

b. The limit in **3.a.1)** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in Paragraph **5.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

We will not pay for "property damage" in any one "occurrence" until the amount of loss or damage exceeds the deductible shown for this coverage in the policy declarations. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable limit of insurance. The limits of insurance will not be reduced by the application of such deductible amount.

We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

c. The amount we pay for the sum of all occurrences in an annual policy period is the Aggregate Limit for this coverage. This amount is part of and not in addition to the Commercial General Liability General Aggregate Limit described in Paragraph **2.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

4. **Conditions**

With respect to the coverage provided by this endorsement, the following is added to **Section IV – Commercial General Liability Conditions:**

a. Any payment made under this endorsement shall not be interpreted as an admission of liability by you or us.

b. In the event of a loss covered by this endorsement, an insured shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at actual cost to an insured, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Any payment made by us shall not constitute an admission of liability by an insured, or by us.

c. With respect to the coverage provided by this endorsement Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is amended to include the following paragraph:

If any other insurance carried by an insured applies to a loss covered by this endorsement, the insurance under this coverage extension shall apply as excess insurance over such other insurance, collectable or not.

B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE

1. For all sums which the insured become legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERGE C**, which can be attributed:

(i) only to ongoing operations at a single construction project away from premises owned or rented to you or;

(ii) to a single "location" owned or rented to you:

a. A separate Construction Project/"Location" General Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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b. The Construction Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **SECTION I - COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project/"Location" General Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" General Aggregate Limit for any other construction project or covered "location".

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project/"Location" General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single construction project or only to operations at a single "location":

a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce any Construction Project/"Location" General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Construction Project/"Location" General Aggregate Limit.

4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the "products-completed operations hazard" is purchased under this policy the following applies:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed

(i) only to "your work" at a single designated project; or

(ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location".

a. A separate Construction Project/"Location" Products-Completed Operations Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.

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b. The Construction Project/"Location" Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organization making claims or bringing "suits"

c. Any payments made under **COVERAGE A** for damages shall reduce the Construction Project/"Location" Products-Completed Operations Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" Products-Completed Operations Aggregate Limit for any other construction project or covered "location".

d. The limit shown in the Declarations for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Construction Project/"Location" Products-Completed Operations Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to:

(i) "your work" at a single designated project; or

(ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location":

a. Any payments made under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and

b. Such payments shall not reduce any Construction Project/"Location" Products-Completed Operations Aggregate Limit.

3. Any payments for damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor any Construction Project/"Location" General Aggregate Limit.

4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of **SECTION III – LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT

The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

1. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

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a. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

(1) The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or

(2) The Insurance Services Office (ISO) CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(a) Your ongoing operations, with respect to Paragraph **D.1.a.(1)** above; or

(b) "Your work" and included in the "products-completed operations hazard",, with respect to Paragraph **D.1.a.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.a.**, insurance afforded to such additional insured:

i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and

ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

b. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

(1) The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or

(2) The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of:

1. Your ongoing operations, with respect to Paragraph **D.1.b.(1)** above; or

2. "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **D.1.b.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.b.**, insurance afforded to such additional insured:

i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and

ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

c. If neither Paragraph **D.1.a.** nor Paragraph **D.1.b** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or

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(2) With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.c.** insurance afforded to such additional insured:

i. Only applies to the extent permitted by law;

ii. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

iii. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement.

d. If neither Paragraph **D.1.a.** nor Paragraph **D.1.b** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to the "products-completed operations hazard" if no form is specified,

such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.d.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury" or "property damage" occurs subsequent to your execution of the written contract or written agreement.

2. With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:

a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional engineering, architectural or surveying services by you or others on your behalf, including:

(1) The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(2) Supervisor or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

3. With respect to the insurance afforded to an additional insured under Paragraph **D.1.c.** or Paragraph **D.1.d.** of this endorsement, the following applies:

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a. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by a written contract or written agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

b. Paragraph **9.**f. of **SECTION V - DEFINITIONS** is amended as follows:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. With respect to the coverage provided under this endorsement:

a. The following is added to Paragraph **4.a.** of the **Other Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Primary and Noncontributory Insurance

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of the endorsement provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance Condition** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

5. This additional insured provision does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

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E. **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS**

1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

2. **SECTION II – WHO IS AN INSURED** is amended to include any state, governmental agency, subdivision or political subdivision for which you are required to add as an additional insured because of the issuance or existence of a permit, but only with respect to:

   a. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

      (1) Your acts or omissions; or

      (2) The acts or omissions of those acting on your behalf;

      in the performance of your ongoing operations for which the permit was issued; and

   b. Permits:

      (1) Currently in effect or becoming effective during the term of this policy; and

      (2) Executed prior to the "bodily injury", "property damage," or "personal and advertising injury".

      However:

      a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

      b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured for ongoing operations ends when your operations for which the permit was issued are completed.

3. With respect to the insurance afforded to the additional insured described in **E. 2.** above, this insurance does not apply to:

   a. Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

4. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   b. Required by the contract or agreement; or

   c. Available under the applicable Limits of Insurance shown in the Declarations,

   whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s), because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

G. PRIMARY AND NONCONTRIBUTORY

Subparagraph **a. Primary Insurance** of Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Double AA Construction Co.

Endorsement Effective Date: 11/24/2022

CONTENTS:

A. ADDITIONAL INSURED – AUTOMATIC STATUS
B. BROADENED INSURED
C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
D.. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
E. RESULTANT MENTAL ANGUISH
F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
G. EMPLOYEES AS INSUREDS
H. EMPLOYEE HIRED AUTOS
I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or

(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSUREDS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

Purpose and Scope of Project:

Approve contract with H.O. Weaver and Sons, Inc. for street resurfacing.

Amount of Contract:

$10,826,321.48

Funding Source

Project # C0800 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4591

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/17/2023 - 9:29 AM
Capital	Rhodes, Brenda	Approved	8/17/2023 - 12:54 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:46 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:56 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing (D1-7) COM Project: 2023-3005-04

PROJECT #: C0800 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: $10,826,321.48

VENDOR NAME: H. O. Weaver & Sons, Inc.

VENDOR NUMBER: 234242

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_X__N___; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 8/17/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, bids for street resurfacing for districts 1,2,3,4,5,6 and 7 were received and opened on June 21, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H. O. Weaver & Sons, Inc., in the amount of $10,826,321.48.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H.O. Weaver & Sons, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: H. O. Weaver & Sons, Inc.

Project Name: 2022 PAYGO Resurfacing (D#1-7)

Project Number: 2023-3005-04

Amount: $10,826,321.48

Adopted:

_____

City Clerk

2022 PAYGO
RESURFACING

PROJECT NO. 2023-3005-04

BID DATE – JUNE 21, 2023

ADDENDUM NO. 1

June 15, 2023

City of Mobile

2022 PayGo

PROJECT NO. 2023-3005-04

1. CONTRACT DOCUMENTS: ITEM VIII, Special Provisions, Sheet 41 Item 44. Should read "There shall be adjustment to asphalt index for this project". **The prospective bidder shall ink this statement within the Item and will be understood to be a part of this contract.**

This document shall be signed and faxed or emailed copied back to the Engineer for proof of receipt. **All signed addendum(s) will be attached to the Addendum Section of the sealed proposal and all changes to the construction document.**

Authorized — Date: 6/20/23

Acknowledgement — Date: 6/20/23

SAWGRASS

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Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

2022 PAYGO Resurfacing Map Book ..... Attachment H

1-Overall Map
2-Project Limits
3-Deficiency Tables and Maps
4-ADA Ramp Locations; MCR-2022-003, MCR-2022-101
5-Milling Schedule; MCR-2022-003, MCR-2022-101

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **Wednesday June 21, 2023** and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No:	**2023-3005-04**
Project:	**2022 PAYGO Resurfacing**
Project Description:	**Street Resurfacing and Related Work**

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC** upon payment of one hundred and five dollars ($105.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after **12:00 p.m. on June 20, 2023.**

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday June 14, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2022 PAYGO Resurfacing**, City of Mobile Project No. **2023-3005-04**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES:

Tuscaloosa News – Sunday, June 4th

Dothan Eagle– Sunday, June 4th

Lagniappe – Wednesday, June 7th

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2022 PAYGO Resurfacing**, City of Mobile Project No. **2023-3005-04**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once

report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall

give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/21/23

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by Sawgrass Consulting, LLC., as well as the premises.

Project Name: 2022 PAYGO Resurfacing
Project No: 2023-3005-04
Project Description: Street resurfacing and related work
Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **245** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to 30673 Sgt. E.I. "Boots" Thomas Drive, Spanish Fort, AL 36527. In order to receive consideration, the request must be received before 12:00 p.m. on June 20, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Project No. 2023-3005-04
2022 PayGo Resurfacing

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-C1	7,754	SY	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	EIGHTEEN DOLLARS AND THIRTY THREE CENTS	$ 18.33	$ 142,130.82
206-C2	915	SY	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	EIGHTEEN DOLLARS AND THIRTY THREE CENTS	$ 18.33	$ 16,771.95
206-C3	110	SY	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	TWENTY FIVE DOLLARS AND NO CENTS	$ 25.00	$ 2,750.00
206-C4	50	SY	REMOVE CONCRETE SLOPE PAVING	EIGHTEEN DOLLARS AND THIRTY THREE CENTS	$ 18.33	$ 916.50
206-D1	970	LF	REMOVING CONCRETE VALLEY GUTTER (INCL. SAW CUTTING ALL DEPTHS)	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	$ 12.78	$ 12,396.60
206-D2	12,837	LF	REMOVING CURB AND GUTTER (INCL. SAW CUTTING)	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	$ 12.78	$ 164,056.86
206-D3	298	LF	REMOVING CURB (INCL. SAW CUTTING)	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	$ 12.78	$ 3,808.44
206-E1	55	EA	REMOVING INLET LID-PARTIAL (ALL TYPES)	FIVE HUNDRED DOLLARS AND NO CENTS	$ 500.00	$ 27,500.00
206-E2	2	EA	REMOVING INLET (TOTAL STRUTURE)	FIVE HUNDRED DOLLARS AND NO CENTS	$ 500.00	$ 1,000.00
206-E5	22	EA	REMOVE CONCRETE INLET THROATS	FIVE HUNDRED DOLLARS AND NO CENTS	$ 500.00	$ 11,000.00
209-A2	10	EA	MAILBOX RESET (STANDARD)	TWO HUNDRED THIRTY SIX DOLLARS AND SIXTY FOUR CENTS	$ 236.64	$ 2,366.40
210-A	300	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	FOURTEEN DOLLARS AND FORTY FOUR CENTS	$ 14.44	$ 4,332.00
210-D	300	CY	BORROW EXCAVATION (TRUCK BED MEASURE)	EIGHTEEN DOLLARS AND EIGHTY NINE CENTS	$ 18.89	$ 5,667.00
214-A	80	CY	STRUCTURE EXCAVATION	THIRTY THREE DOLLARS AND THIRTY THREE CENTS	$ 33.33	$ 2,666.40
214-B	100	CY	FOUNDATION BACKFILL, COMMERCIAL	SEVENTY SEVEN DOLLARS AND SEVENTY EIGHT CENTS	$ 77.78	$ 7,778.00
260-A	30	CY	FLOWABLE FILL	TWO HUNDRED FORTY SEVEN DOLLARS AND TWENTY TWO CENTS	$ 247.22	$ 7,416.60
301-B	200	TON	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	SEVENTY THREE DOLLARS AND THIRTY THREE CENTS	$ 73.33	$ 14,666.00
305-B	100	TON	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	SEVENTY THREE DOLLARS AND THIRTY THREE CENTS	$ 73.33	$ 7,333.00
408-A1	485,336	SY	PLANING EXISTING PAVEMENT, 1"-2" Thick	ONE DOLLAR AND FIFTEEN CENTS	$ 1.15	$ 558,136.40
408-A2	12,878	SY	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	TWO DOLLARS AND FIFTEEN CENTS	$ 2.15	$ 27,687.70
408-A3	31,778	SY	PLANING EXISTING PAVEMENT FOR DRIVEWAYS (TURNOUTS)	FIVE DOLLARS AND FOUR CENTS	$ 5.04	$ 160,161.12
429-A1	42,055	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS) *	ONE HUNDRED FIVE DOLLARS AND TWENTY SEVEN CENTS	$ 105.27	$ 4,427,129.85
429-A2	500	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS) *	ONE HUNDRED TWENTY SEVEN DOLLARS AND EIGHT CENTS	$ 127.08	$ 63,540.00
429-A3	2,750	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, WIDENING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT FOR **DRIVEWAYS OR TIE-INS**) *	ONE HUNDRED FIFTY THREE DOLLARS AND FOURTEEN CENTS	$ 153.14	$ 421,135.00
429-B1	500	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY, (INCL. TACK COAT) *	ONE HUNDRED FIVE DOLLARS AND TWENTY SEVEN CENTS	$ 105.27	$ 52,635.00
429-B2	1,000	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO. 165LB/SY, (INCL. TACK COAT) *	ONE HUNDRED SIXTY NINE DOLLARS AND FORTY THREE CENTS	$ 169.43	$ 169,430.00
429-B3	250	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, UPPER BINDER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 110-220LB/SY, (INCL. TACK COAT) *	ONE HUNDRED FIVE DOLLARS AND TWENTY SEVEN CENTS	$ 105.27	$ 26,317.50
450-A	110	SY	REINFORCED CONCRETE PAVEMENT, 6" THICK	SIXTY FOUR DOLLARS AND SEVENTY TWO CENTS	$ 64.72	$ 7,119.20
502-A	1,000	LB	STEEL REINFORCEMENT	ONE DOLLAR AND SIXTY SEVEN CENTS	$ 1.67	$ 1,670.00
600-A	1	LS	MOBILIZATION	TWO HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED NINETY NINE DOLLARS AND NO CENTS	$ 246,799.00	$ 246,799.00
614-B	40	SY	CONCRETE SLOPE PAVING, 5" THICK	SIXTY TWO DOLLARS AND FIFTY CENTS	$ 62.50	$ 2,500.00
618-A1	7,454	SY	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SEVENTY SEVEN DOLLARS AND SEVENTY TWO CENTS	$ 77.72	$ 579,324.88

MPW * "THERE SHALL BE ADJUSTMENT TO ASPHALT INDEX FOR THIS PROJECT"

618-A2	300	SY	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	EIGHTY FOUR DOLLARS AND SEVENTY TWO CENTS	$ 84.72	$ 25,416.00
618-B	915	SY	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	EIGHTY FOUR DOLLARS AND SEVENTY TWO CENTS	$ 84.72	$ 77,518.80
618-D1	442	EA	HANDICAP RAMP, TYPE A	ONE THOUSAND SIX HUNDRED NINETEEN DOLLARS AND FORTY THREE CENTS	$ 1,619.43	$ 715,788.06
618-D2	1	EA	HANDICAP RAMP, TYPE B	ONE THOUSAND SEVEN HUNDRED FORTY NINE DOLLARS AND NINETY EIGHT CENTS	$ 1,749.98	$ 1,749.98
618-D3	15	EA	HANDICAP RAMP, TYPE C	ONE THOUSAND SEVEN HUNDRED FORTY NINE DOLLARS AND NINETY EIGHT CENTS	$ 1,749.98	$ 26,249.70
618-D4	12	EA	HANDICAP RAMP, TYPE D or D MODIFIED	ONE THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS AND FORTY EIGHT CENTS	$ 1,817.48	$ 21,809.76
618-E	524	EA	TRUNCATED DOME INSERT, NEW CONSTRUCTION	TWO HUNDRED EIGHTY THREE DOLLARS AND THIRTY THREE CENTS	$ 283.33	$ 148,464.92
620-A	20	CY	MINOR STRUCTURE CONCRETE	ONE THOUSAND SEVENTY TWO DOLLARS AND TWENTY ONE CENTS	$ 1,072.21	$ 21,444.20
621-C1	1	EA	INLET, TYPE GRATE	THREE THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY FIVE CENTS	$ 3,888.85	$ 3,888.85
621-C3	1	EA	INLET, TYPE S (All Wings)	FOUR THOUSAND NINE HUNDRED FORTY FOUR DOLLARS AND FORTY CENTS	$ 4,944.40	$ 4,944.40
621-C4	55	EA	INLET, PARTIAL (TOP- RELACE IN-KIND)	TWO THOUSAND SIX HUNDRED NINETY FOUR DOLLARS AND FORTY TWO CENTS	$ 2,694.42	$ 148,193.10
621-C5	2	EA	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	TWO THOUSAND FOUR HUNDRED SEVENTY SEVEN DOLLARS AND SEVENTY SIX CENTS	$ 2,477.76	$ 4,955.52
621-C6	22	EA	INLET, PARTIAL (THROAT)	ONE THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND TWENTY CENTS	$ 1,852.20	$ 40,748.40
621-N1	3	EA	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	TWO THOUSAND NINE HUNDRED SIXTY THREE DOLLARS AND THIRTY CENTS	$ 2,963.30	$ 8,889.90
621-N2	60	SF	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	TWO HUNDRED SIXTY DOLLARS AND NO CENTS	$ 260.00	$ 15,600.00
623-A	970	LF	CONCRETE VALLEY GUTTER; MATCH EXISTING	FORTY FOUR DOLLARS AND SEVENTY TWO CENTS	$ 44.72	$ 43,378.40
623-B	750	LF	CONCRETE CURB (MATCH IN-KIND)	FORTY FOUR DOLLARS AND SEVENTY TWO CENTS	$ 44.72	$ 33,540.00
623-C	11,671	LF	COMBINATION CURB AND GUTTER	FORTY FOUR DOLLARS AND SEVENTY TWO CENTS	$ 44.72	$ 521,927.12
650-A	1,500	CY	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	FIFTY DOLLARS AND NO CENTS	$ 50.00	$ 75,000.00
652-A	2.0	ACRE	SEEDING	FIVE HUNDRED DOLLARS AND NO CENTS	$ 500.00	$ 1,000.00
654-A	5,000	SY	SOLID SODDING (MATCH EXISTING)	SEVEN DOLLARS AND SEVENTY EIGHT CENTS	$ 7.78	$ 38,900.00
656-A	2.0	ACRE	MULCHING	EIGHT HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY EIGHT CENTS	$ 888.88	$ 1,777.76
665-E	500	SY	POLYETHYLENE	ONE DOLLAR AND SIXTY ONE CENTS	$ 1.61	$ 805.00
665-J	200	LF	SILT FENCE	FIVE DOLLARS AND THIRTY TWO CENTS	$ 5.32	$ 1,064.00
665-Q	350	LF	WATTLES	NINE DOLLARS AND EIGHTY FIVE CENTS	$ 9.85	$ 3,447.50
674-A	100	LF	CONSTRUCTION SAFETY FENCE	SEVEN DOLLARS AND SEVENTY EIGHT CENTS	$ 7.78	$ 778.00
690-A	2	EA	PROJECT SIGN (PORTABLE)	ONE THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS AND TWENTY ONE CENTS	$ 1,725.21	$ 3,450.42
701-A2	0.8	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	NINE THOUSAND ONE HUNDRED SIXTY SIX DOLLARS AND FIFTY EIGHT CENTS	$ 9,166.58	$ 7,333.26
701-A5	43.1	MILE	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	SEVEN THOUSAND SIX HUNDRED ELEVEN DOLLARS AND FOUR CENTS	$ 7,611.04	$ 328,035.82
701-A6	34.3	MILE	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	SEVEN THOUSAND FOUR HUNDRED NINETY NINE DOLLARS AND NINETY THREE CENTS	$ 7,499.93	$ 257,247.60
701-A7	33.1	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	FOUR THOUSAND SIX HUNDRED FORTY NINE DOLLARS AND NINETY FIVE CENTS	$ 4,649.95	$ 153,913.35
701-A8	13.6	MILE	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	FOUR THOUSAND SIX HUNDRED SIXTY SIX DOLLARS AND SIXTY TWO CENTS	$ 4,666.62	$ 63,466.03
701-A9	1,000	LF	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE, RADIUS RETURNS (ALL WEATHER ELEMENT)	TWO DOLLARS AND TWENTY TWO CENTS	$ 2.22	$ 2,220.00
701-B1	1.0	MILE	DOTTED WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	FIVE THOUSAND FIVE HUNDRED FORTY NINE DOLLARS AND NINETY FOUR CENTS	$ 5,549.94	$ 5,549.94
701-E1	62.7	MILE	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	ONE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND THIRTY TWO CENTS	$ 1,333.32	$ 83,599.16
703-A	17,560	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	SIX DOLLARS AND SIXTY SEVEN CENTS	$ 6.67	$ 117,125.20
703-B	2,200	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SIX DOLLARS AND SIXTY SEVEN CENTS	$ 6.67	$ 14,674.00
703-D	4,000	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	TWO DOLLARS AND TWENTY TWO CENTS	$ 2.22	$ 8,880.00
705-A1	450	EA	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	SIX DOLLARS AND SIXTY SEVEN CENTS	$ 6.67	$ 3,001.50
705-A2	4,000	EA	PAVEMENT MARKERS, CLASS A, TYPE 2A,(WHITE OR YELLOW)	SIX DOLLARS AND SIXTY SEVEN CENTS	$ 6.67	$ 26,680.00
705-A3	1,600	EA	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	SIX DOLLARS AND SIXTY SEVEN CENTS	$ 6.67	$ 10,672.00
710-D	30	SF	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	ONE HUNDRED TWENTY DOLLARS AND THIRTY SEVEN CENTS	$ 120.37	$ 3,611.10
730-H	53,000	LF	LOOP WIRE	FOUR DOLLARS AND TWENTY EIGHT CENTS	$ 4.28	$ 226,840.00
740-A	1	LS	TRAFFIC CONTROL	TWO HUNDRED THIRTY NINE THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS AND NINETY CENTS	$ 239,324.90	$ 239,324.90
745-A	650	HOUR	UNIFORMED POLICE OFFICER	FIFTY DOLLARS AND NO CENTS	$ 50.00	$ 32,500.00
999-R	40	EA	RUBBER RINGS FOR MANHOLES	THREE HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY NINE CENTS	$ 388.89	$ 15,555.60
999-T	500	LF	CLEANING TRENCH DRAIN/SLOTTED DRAINS/GRATINGS	FOURTEEN DOLLARS AND FORTY FOUR CENTS	$ 14.44	$ 7,220.00

999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	FIFTY THOUSAND DOLLARS AND NO CENTS	$ 50,000.00	$ 50,000.00
			TOTAL BID		**$**	**10,826,321.48**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY H.O. Weaver & Sons, Inc.

SIGNATURE

DATE 06/21/2023

BASE BID
2022 PAYGO RESURFACING

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-C1	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	7,754	SY	_____DOLLARS _____CENTS	
206-C2	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	915	SY	_____DOLLARS _____CENTS	
206-C3	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	110	SY	_____DOLLARS _____CENTS	
206-C4	REMOVE CONCRETE SLOPE PAVING	50	SY	_____DOLLARS _____CENTS	
206-D1	REMOVING CONCRETE VALLEY GUTTER (INCL. SAW CUTTING ALL DEPTHS)	970	LF	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-D2	REMOVING CURB AND GUTTER (INCL. SAW CUTTING)	12,837	LF	_____DOLLARS _____CENTS	
206-D3	REMOVING CURB (INCL. SAW CUTTING)	298	LF	_____DOLLARS _____CENTS	
206-E1	REMOVING INLET LID-PARTIAL (ALL TYPES)	55	EA	_____DOLLARS _____CENTS	
206-E2	REMOVING INLET (TOTAL STRUTURE)	2	EA	_____DOLLARS _____CENTS	
206-E5	REMOVE CONCRETE INLET THROATS	22	EA	_____DOLLARS _____CENTS	
209-A2	MAILBOX RESET (STANDARD)	10	EA	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	300	CY	_____DOLLARS _____CENTS	
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	300	CY	_____DOLLARS _____CENTS	
214-A	STRUCTURE EXCAVATION	80	CY	_____DOLLARS _____CENTS	
214-B	FOUNDATION BACKFILL, COMMERCIAL	100	CY	_____DOLLARS _____CENTS	
260-A	FLOWABLE FILL	30	CY	_____DOLLARS _____CENTS	
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	200	TON	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
305-B	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	100	TON	_____DOLLARS _____CENTS	
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	485,336	SY	_____DOLLARS _____CENTS	
408-A2	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	12,878	SY	_____DOLLARS _____CENTS	
408-A3	PLANING EXISTING PAVEMENT FOR DRIVEWAYS (TURNOUTS)	31,778	SY	_____DOLLARS _____CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	42,055	TON	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
429-A2	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	500	TON	_____DOLLARS _____CENTS	
429-A3	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, WIDENING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT FOR **DRIVEWAYS OR TIE-INS**)	2,750	TON	_____DOLLARS _____CENTS	
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY, (INCL. TACK COAT)	500	TON	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO. 165LB/SY, (INCL. TACK COAT)	1,000	TON	_____DOLLARS _____CENTS	
429-B3	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, UPPER BINDER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 110-220LB/SY, (INCL. TACK COAT)	250	TON	_____DOLLARS _____CENTS	
450-A	REINFORCED CONCRETE PAVEMENT, 6" THICK	110	SY	_____DOLLARS _____CENTS	
502-A	STEEL REINFORCEMENT	1,000	LB	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
600-A	MOBILIZATION	1	LS	_____DOLLARS _____CENTS	
614-B	CONCRETE SLOPE PAVING, 5" THICK	40	SY	_____DOLLARS _____CENTS	
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	7,454	SY	_____DOLLARS _____CENTS	
618-A2	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	300	SY	_____DOLLARS _____CENTS	
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	915	SY	_____DOLLARS _____CENTS	
618-D1	HANDICAP RAMP, TYPE A	442	EA	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618-D2	HANDICAP RAMP, TYPE B	1	EA	_____DOLLARS _____CENTS	
618-D3	HANDICAP RAMP, TYPE C	15	EA	_____DOLLARS _____CENTS	
618-D4	HANDICAP RAMP, TYPE D or D MODIFIED	12	EA	_____DOLLARS _____CENTS	
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	524	EA	_____DOLLARS _____CENTS	
620-A	MINOR STRUCTURE CONCRETE	20	CY	_____DOLLARS _____CENTS	
621-C1	INLET, TYPE GRATE	1	EA	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
621-C3	INLET, TYPE S (All Wings)	1	EA	_____DOLLARS _____CENTS	
621-C4	INLET, PARTIAL (TOP- REPLACE IN-KIND)	55	EA	_____DOLLARS _____CENTS	
621-C5	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	2	EA	_____DOLLARS _____CENTS	
621-C6	INLET, PARTIAL (THROAT)	22	EA	_____DOLLARS _____CENTS	
621-N1	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	3	EA	_____DOLLARS _____CENTS	
621-N2	PATCHING, Up to 2", (Euclid-Speedcrete Redline)	60	SF	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623-A	CONCRETE VALLEY GUTTER; MATCH EXISTING	970	LF	_____DOLLARS _____CENTS	
623-B	CONCRETE CURB (MATCH IN-KIND)	750	LF	_____DOLLARS _____CENTS	
623-C	COMBINATION CURB AND GUTTER	11,671	LF	_____DOLLARS _____CENTS	
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	1,500	CY	_____DOLLARS _____CENTS	
652-A	SEEDING	2.0	ACRE	_____DOLLARS _____CENTS	
654-A	SOLID SODDING (MATCH EXISTING)	5,000	SY	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
656-A	MULCHING	2.0	ACRE	_____DOLLARS _____CENTS	
665-E	POLYETHYLENE	500	SY	_____DOLLARS _____CENTS	
665-J	SILT FENCE	200	LF	_____DOLLARS _____CENTS	
665-Q	WATTLES	350	LF	_____DOLLARS _____CENTS	
674-A	CONSTRUCTION SAFETY FENCE	100	LF	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
690-A	PROJECT SIGN (PORTABLE)	2	EA	_____DOLLARS _____CENTS	
701-A2	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 10" WIDE	.8	MILE	_____DOLLARS _____CENTS	
701-A5	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	43.1	MILE	_____DOLLARS _____CENTS	
701-A6	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	34.3	MILE	_____DOLLARS _____CENTS	
701-A7	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	33.1	MILE	_____DOLLARS _____CENTS	
701-A8	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	13.6	MILE	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
701-A9	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE, RADIUS RETURNS (ALL WEATHER ELEMENT)	1,000	LF	_____DOLLARS _____CENTS	
701-B1	DOTTED WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	1.0	MILE	_____DOLLARS _____CENTS	
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	62.7	MILE	_____DOLLARS _____CENTS	
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	17,560	SF	_____DOLLARS _____CENTS	
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	2,200	SF	_____DOLLARS _____CENTS	
703-D	TEMPORARY TRAFFIC CONTROL MARKINGS	4,000	SF	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	450	EA	_____DOLLARS _____CENTS	
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A,(WHITE OR YELLOW)	4,000	EA	_____DOLLARS _____CENTS	
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	1,600	EA	_____DOLLARS _____CENTS	
710-D	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	30	SF	_____DOLLARS _____CENTS	
730-H	LOOP WIRE	53,000	LF	_____DOLLARS _____CENTS	
740-A	TRAFFIC CONTROL	1	LS	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
745-A	UNIFORMED POLICE OFFICER	650	HOUR	_____DOLLARS _____CENTS	
999-R	RUBBER RINGS FOR MANHOLES	40	EA	_____DOLLARS _____CENTS	
999-T	CLEANING TRENCH DRAIN/ SLOTTED DRAINS/GRATINGS	500	LF	_____DOLLARS _____CENTS	
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	1	LS	FIFTY THOUSAND DOLLARS ZERO CENTS	$50,000.00
				TOTAL BASE BID	

Base Bid

Total (All items listed in Proposal) 10, 826, 321. 48

Written in words Ten Million, Eight Hundred Twenty Six Thousand. Three Hundred Twenty One Dollars & Forty Eight Cents

Number of working days to complete 245

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder H.O. Weaver & Sons, Inc.
(If a Corporation)

By _____
President
Michael P. Weaver
Print

_____
Asst. **Secretary**
Ken Donoghue
Print

_____
Treasurer
Brad Alioda
Print

Business Address 7450 Howells Ferry Rd. Mobile, AL 36618

Business Address " "

Business Address " "

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Asst. Secretary

2637
State License Number

(Corporate Seal)

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That H.O. Weaver & Sons, Inc.
(Name of Contractor)
P.O. Box 8039, Mobile, Alabama 36689
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2022 PAYGO Resurfacing, City of Mobile Project No. 2023-3005-04.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the 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 21, 2023 (Date)

H.O. Weaver & Sons, Inc. By: _____ (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: Renee Ellis, Attorney in Fact and Alabama Resident Agent

Alabama Resident Agent By _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of June, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

BOND NO.: 30195300

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we H.O. Weaver & Sons, Inc. as Principal and Western Surety Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Ten million, eight hundred twenty-six thousand, three hundred twenty-one & 48/100 Dollars ($ 10,826,321.48) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated August 1 2023 20 23 (hereinafter called the Contract) for 2022 PAYGO Resurfacing Project which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 1 day of August 20 23.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name) H.O. Weaver & Sons, Inc.

BY: _____

(Signature)

Michael P. Weaver

(Print)

ITS: President

(Title)

ATTEST: _____

(Signature)

Lynn Stringfellow (Print)

ITS: Witness

Western Surety Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

Thomas J. Gentile

(Print)

ITS: Attorney-in-fact

(Title)

ATTEST: _____

(Signature)

Joshua Price (Print)

ITS: Witness

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1 day of August, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

BOND NO.: 30195300

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we H.O. Weaver & Sons, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Ten million, eight hundred twenty-six thousand, three hundred twenty-one & 48/100 dollars ($ 10,826,321.48), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated August 1, 20 23, entered into a Contract with the Owner for 2022 PAYGO Resurfacing Project which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 1 day of August 20 23.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

(Corporate Name)
H.O. Weaver & Sons, Inc.

BY: _____
(Signature)

Michael P. Weaver
(Print)

ITS: President
(Title)

ATTEST: _____
(Signature)

Lynn Stringfellow (Print)

ITS: Witness
(Title)

(Surety sign here) (Corporate name)
Western Surety Company

BY: _____
(Signature)

Thomas J. Gentile
(Print)

ITS: Attorney-in-fact
(Title)

ATTEST: _____
(Signature)

Joshua Price (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1 day of August, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. OMIT

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering

staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept clear of streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure

that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface. Inadequate cleaning of debris/milling/form boards/restoration of equipment law down areas. Prior to demobilization of area shall result in delay of monthly progress until work is complete.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

66. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate (No direct payment)

67. The contractor shall "NOT" perform milling or paving operations within "72 Hours" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving service.

68. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.

69. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling, he roadway. Rubber rings will be paid for "one time' under item 999-R, per each, and reused throughout the project,

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 1 day of August, 20 23, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and H.O. Weaver & Sons Inc., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2022 PAYGO Resurfacing
Project No: 2023-3005-04
Project Description: Street Resurfacing and related work
Major work items include: Resurfacing

City of Mobile Project Number **2023-3005-04**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ 10,826,321.48**) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Sawgrass Consulting, LLC.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2022 Pay-AS-YOU-GO. Said funds are / are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

H.O. Weaver & Sons, Inc. (Print)

BY: _____

ITS PRESIDENT

Michael P. Weaver (Print)

ATTEST:

Lynn Stringfellow

ITS ~~SECRETARY~~ Witness

Lynn Stringfellow (Print)

August 1 2023

DATE

Corporate Seal

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

   No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. OMIT

6. OMIT

7. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

   618.D.03

   Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:*

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. OMIT

10. OMIT

11. OMIT:

12. SECTION 650, PAY ITEM 650-A *TOPSOIL:* SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING:*

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A *PROJECT SIGN -PORTABLE:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

16. OMIT

17. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

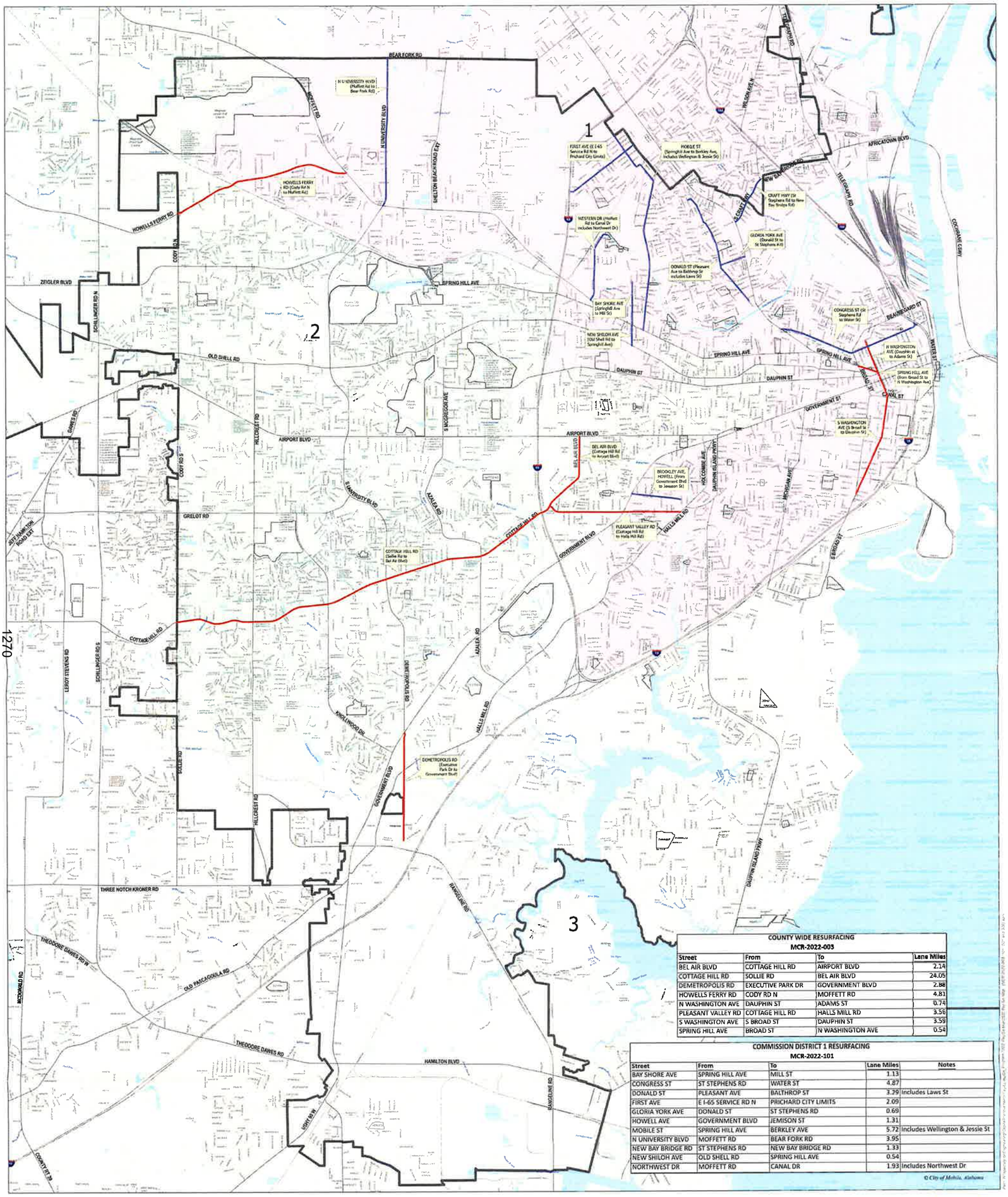
Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION



COUNTY WIDE RESURFACING
MCR-2022-003

Street	From	To	Lane Miles
BEL AIR BLVD	COTTAGE HILL RD	AIRPORT BLVD	2.14
COTTAGE HILL RD	SOLLIE RD	BEL AIR BLVD	24.05
DEMETROPOLIS RD	EXECUTIVE PARK DR	GOVERNMENT BLVD	2.88
HOWELLS FERRY RD	CODY RD N	MOFFETT RD	4.81
N WASHINGTON AVE	DAUPHIN ST	ADAMS ST	0.74
PLEASANT VALLEY RD	COTTAGE HILL RD	HALLS MILL RD	3.56
S WASHINGTON AVE	S BROAD ST	DAUPHIN ST	3.59
SPRING HILL AVE	BROAD ST	N WASHINGTON AVE	0.54

COMMISSION DISTRICT 1 RESURFACING
MCR-2022-101

Street	From	To	Lane Miles	Notes
BAY SHORE AVE	SPRING HILL AVE	MILL ST	1.13	
CONGRESS ST	ST STEPHENS RD	WATER ST	4.87	
DONALD ST	PLEASANT AVE	BALTHROP ST	3.39	Includes Laws St
FIRST AVE	E I-65 SERVICE RD N	PRICHARD CITY LIMITS	2.09	
GLORIA YORK AVE	DONALD ST	ST STEPHENS RD	0.69	
HOWELL AVE	GOVERNMENT BLVD	JEMISON ST	1.31	
MOBILE ST	SPRING HILL AVE	BERKLEY AVE	5.72	Includes Wellington & Jessie St
N UNIVERSITY BLVD	MOFFETT RD	BEAR FORK RD	3.95	
NEW BAY BRIDGE RD	ST STEPHENS RD	NEW BAY BRIDGE RD	1.33	
NEW SHILOH AVE	OLD SHELL RD	SPRING HILL AVE	0.54	
NORTHWEST DR	MOFFETT RD	CANAL DR	1.93	Includes Northwest Dr

© City of Mobile, Alabama

City of Mobile 2022 - PAYGO Resurfacing
County Wide (MCR-2022-003) & Commission District 1 (MCR-2022-101)

PAYGO Planning- Resurfacing
MCR-2022-003
MCR-2022-101

County Commission District
1
2
3

RailRoad
Stream Centerline
Mobile City Limits

Golf Courses
Developed Parks
Water

0.5 0.25 0 0.5 1 1.5 2 Miles

Create Date: 10/5/2022
Prepared by: City of Mobile, Alabama
Contact: gis.support@cityofmobile.org

MOBILE ALABAMA

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

HOWEAVE-02 HSPEAKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Arch Speciality Insurance	21199
INSURER C : Transguard Insurance Company of America	28886
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

H.O. Weaver & Sons, Inc.
P. O. Box 8039
Mobile, AL 36689-0039

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. X XCU included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	GLO3757532-17	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP 3757531-17	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	UXP1041663-02	2/1/2023	2/1/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC3757530-18	2/1/2023	2/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented			IMP4000515-00	2/1/2023	2/1/2024	Ded 2,500 / Limit	750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: 2022 PAYGO Resurfacing Project Number: 2023-3005-04

City of Mobile is named additional insured with respects to General Liability, Automobile Liability, and Umbrella Liability where required by written contract. Waiver of Subrogation applies in favor of the City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contrac. Coverage is considered primary and non-contributory. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Mobile
Engineering Department
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Durden

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	H.O. Weaver & Sons, Inc.
Address	7450 Howells Ferry Rd., Mobile, AL 36618
Telephone	251.342.3025
E-Mail	Kdonoghue@hoseaweaver.com

RFP/RFQ Solicitation Number	2023-3005-09
Project Description	2022 Paving Resurfacing
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male ✓ Female ✓ Minority — Non-minority ✓ SDVO ✓ Total #of Employees 180

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ken Donoghue

Signature: _____ Date: 6/21/23

Title: Asst. Secretary

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Lynn Stringfellow Title: Contracts & Operations Admin.

Email: Lynn@hoseaweaver.com Phone: 251.342.3025

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company H.O. Weaver & Sons, Inc. Your Bid/Proposal Amount $ 10,826,321.48 Date: 6 / 21 / 2023 Description 2022 Paso Resurfacing

Name of Bidder/Proposer: H. O. Weaver & Sons, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
J. Moore Construction	625-2650	Concrete	1,948,737.-	18%	Yes	

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

99
1278

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ (Title) ___/___/___ (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael P. Weaver (affiant) who, being duly sworn says as follows:

President/CEO of H.O. Weaver's Sons, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for H.O. Weaver's Sons that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said H.O. Weaver's Sons is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 370599.

M P. Weaver

President ~~CEO~~ of H.O. Weaver's Sons, Inc

Sworn to and subscribed before me this the 21st day of June, 2023

I certify that the affiant is known to me to be the identical party he or she claims to be.

Charity Duncan

Signature and Seal of Notary Public

CHARITY DUNCAN
MY COMMISSION EXPIRES
MARCH 23, 2025
NOTARY PUBLIC
STATE OF ALABAMA

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-3005-04
PROJECT NAME 2022 PAYGO Resurfacing

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2023-3005-04
PROJECT NAME 2022 PAYGO Resurfacing

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this

_____

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

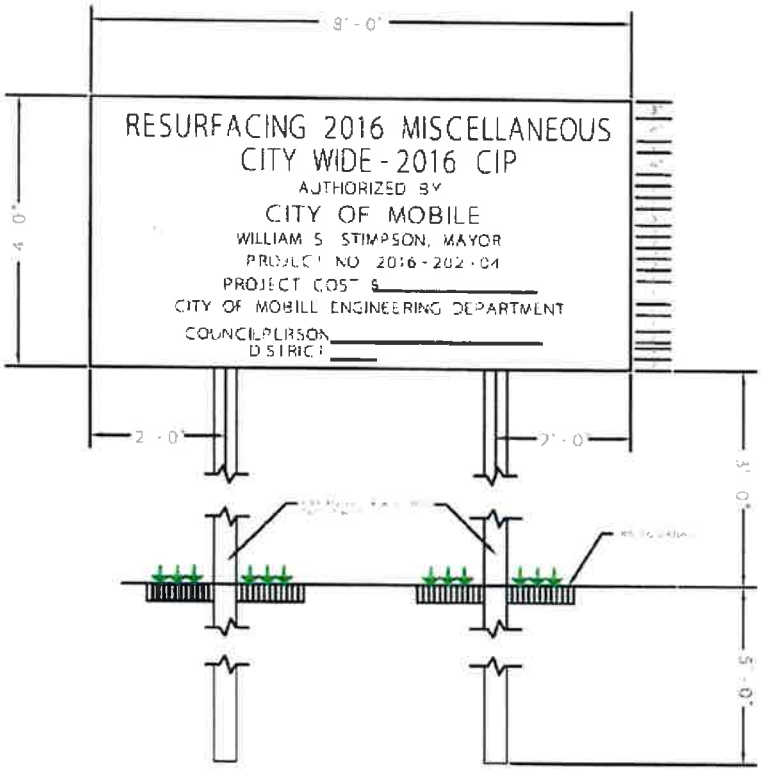
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date of final acceptance.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



Note: This detail is provided as an example only. Text will be project specific.

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

DATE	REVISION	BY

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2

SCALE: N.T.S. | DATE: NOV 20, 2013

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 6/21/2023

Name of Project: **2022 PAYGO Resurfacing**
Project Number: **2023-3005-04**

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 190,000.-
ADDITIVE ALTERNATE #1:	$ N/A

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder H.O. Weaver & Sons, Inc.

Mailing Address 7450 Howells Ferry Rd., Mobile, AL 36618

***By (Legal Signature)** M P. W

*Name (type or print) Michael P. Weaver (Seal)

*Title President

Telephone Number 251.342.3025

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: **UNLIMITED**

LICENSE NO.: **2637**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

H O WEAVER & SONS INC

MOBILE, AL 36618

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

185874

20th day of **July, 2022**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

1292

SAWGRASS

30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

August 1, 2023

Honorable Mayor Stimpson
Mayor, City of Mobile
205 Government St.
Mobile, AL 36602

RE: City of Mobile – 2022 PAYGO – 2023-3005-04

Dear Honorable Mayor Stimpson,

We are transmitting herewith five (5) original Contract Documents for the **2022 PAYGO**. These documents have been completed by the Contractor and we find them in order.

Please execute the "Agreement between Owner and Contractor for Construction Contract" and have attested. Please return four (4) copies to my attention and keep the fifth for your file.

Please call with any questions regarding this matter 251-544-7900 .

Sincerely,

Stephen Delahunty, PE

Enclosures

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract with Waste Pro of Alabama Inc for residential garbage and trash services in the newly annexed areas of the City.

Amount of Contract:

NTE $1,200,000.00 per year

Funding Source

Project # **Discretionary Funds**

Project String 10042090-42060 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230817 Waste Pro Agenda Package	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/17/2023 - 1:47 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:27 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:28 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Waste Pro of Alabama, Inc., for three years, for an amount not to exceed $1,200,000.00 per year, to provide residential garbage and trash services, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Residential Garbage and Trash Services

AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2023, ("Effective Date") by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Waste Pro of Alabama, Inc., (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, City of Mobile Request for Bids 5828, and Provider's bid proposal and documentation, which are attached to this Agreement and incorporated by reference herein. Should the terms of this Agreement conflict with the terms of the Exhibit, the terms in the Agreement will prevail.

ARTICLE 2. **Term**. The term of this Agreement shall commence upon the Effective Date and shall run for a term of three years, unless earlier terminated as provided below. The City may terminate the contract for any reason upon 60-day notice to Provider. City will retain ownership of all City assets, including garbage carts, City provides for use of Provider upon termination of the contract. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 3. **Breach of Contract**: Provider agrees that efficient, effective, reliable service for citizen residential trash and garbage collection is a key performance requirement of this Agreement. Provider shall be considered to be in breach of this agreement if Provider fails to provide this service as described in Exhibit A, or fails to be responsive to City service direction. Such a determination shall be in the sole discretion and determination of the

City. In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City, after notice and 30-day opportunity to cure, has the right to immediately terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as **Exhibit B**, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination:

a. General Liability insurance – public liability including premises, products and complete operations.

   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $500,000 each occurrence.
   Or, (in lieu of (1) and (2) above
   (3) Bodily injury and property damage combined – $1,000,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $500,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $1,000,000 per occurrence

c. Statutory Workers Compensation Insurance.

d. Professional liability insurance: Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 5. Performance Bond: Provider shall furnish to the City within 10 calendar days after execution of this agreement a Performance Bond guaranteeing faithful performance of the contract in a form, and from a surety, acceptable to the City. The penal sum of the Performance Bond shall be the value of approximately two months of service pricing. For purposes of this agreement the bond amount will be $14.13 per month for 6,658 customers, for two months, at a total amount of $188,155.00. Premiums for the Performance Bond shall be paid by Provider. The Performance Bond shall be in effect 10 Calendar Days after this contract is signed by City and shall expire on completion of Work under this contract.

ARTICLE 6. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory

damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 7. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 8. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 9. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

ARTICLE 10. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 11. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 12. Invoicing and Method of Payment: Provider shall invoice

City monthly at the end of the month for services provided that month. Invoices shall state the number residences served for trash and garbage services, and the unit and extended rates for service. Standard unit pricing will be $9.89 per month, per pick-up residence, for weekly garbage service and $4.24 per month, per pick-up residence, for every other week trash service. Pricing presumes that no more than 1% of service customers will require door-to-door services, and not more than 10% of service customers will require two-cart services. Should additional customers require these services, City and Provider will agree on a rate adjustment for the additional service time required. City will review, approve, and issue payment for approved invoices within 30 days of receipt of Provider invoice. Additional services, to include more frequent scheduled service, may be provided and invoiced by Provider only upon written agreement and tasking of such specific services and rates by the Director of Public Services or his representative. City and Provider will mutually agree to the number of residences served at the beginning of contract performance, which number may be adjusted upon mutual agreement in writing by the Director of Public Services or his representative and Provider. Provider shall document any such adjustments with the Invoice. City may request Provider to make additional service reports to accompany invoices or at other reasonable times, to include tip visit dates, times, locations, and volumes, customer feedback, or route and service notes or adjustments. City will provide a contact address for submission of invoice and agrees to timely review and processing for payment.

ARTICLE 13. Notice: Notice from the City to Provider shall be mailed to the following address:
Waste Pro of Alabama, Inc.
31020 Jesse Road
Spanish Fort, AL 36527

Notice to the City shall be addressed to:
City Attorney, City of Mobile
205 Government Street,
Mobile, AL 36602.

ARTICLE 14. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 15. Compliance with Alabama Immigration Law: The

contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. **Boycott:** Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, Waste Pro of Alabama, Inc.

E. Ralph Mills, Its SENIOR VP (title)

On behalf of WASTE PRO OF ALABAMA, INC

AUGUST 17, 2023 Date

State of Florida

Leon County

I, Ryan Clark, a Notary public in and for said County, in said State, hereby certify that Earnest Ralph Mills II, whose name as Senior VP of Waste Pro of Alabama, Inc, a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Senior VP (corporate title) as aforesaid. Given under my hand this the 17 day of August, 2023.

Notary Public
My Commission expires on: 6/4/26

RYAN CLARK
Commission # HH 270862
Expires June 4, 2026

CITY,

William S. Stimpson, Mayor	Date

ATTEST:

City Clerk	Date

Exhibits **A** City of Mobile RFB 5828 and Provider Bid Response
B Provider Insurance

EXHIBIT A

City of Mobile Request for Bids 5828
And
Provider Bid Response

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
07/20/2023	**5828**	Public Works	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, August 10, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES

The City of Mobile ("City") is seeking bids to select a Contractor to perform residential garbage and trash collection and disposal services for approximately **6,658** homes ("Customers") in three areas listed on the maps in Exhibit A. Bids are due by mail or delivery, received by the City by **12:01 pm, August 10, 2023**, to the following location: Government Plaza, 205 Government St, South Tower, Purchasing Dept, 4th Floor, Room S-408, Mobile, AL 36644.

The service areas were annexed into the City by citizen election on July 18, 2023. The City is issuing this request for bids on the expectation that contract award will be made not later than September 1, 2023, with service to begin by October 1, 2023.

Contract award shall be made to the responsive and responsible bidder submitting the lowest total monthly unit pricing per residence/Customer for all services in all areas. The initial term of the contract shall be for a period of three years. City has the discretion to award all, some, or none of the areas.

City will have the option to terminate for non-performance with notice and 30-day opportunity to cure performance defects. Contractor may be required to provide City a performance bond upon notification of intent to award equivalent to award value of two-months of service. Vendors are to price their bid both with and without a performance bond. City has the exclusive discretion to select the lowest price option most advantageous to the City.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Bidders must comply with all of the submission requirements to be eligible for bid award, to include timeliness and completeness (submission of all required documentation and signatures).

The City will hold a **mandatory** pre-bid conference on **July 26. 0830**, at City of Mobile, 1900 Hurtel St, Mobile, AL 36605. Bidders must attend this conference to be eligible for award of this bid. Attendance may be by any designated representative of the bidder who must be present for the entire conference.

The following document contains the complete specifications and submission requirements.

Questions regarding this Bid must be sent by email to Purchasing@CityofMobile.org not later than 4:00 pm, Friday, July 28, 2023.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

CITY OF MOBILE BID

RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES

A. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.

2. Contractor shall have all required licenses and permits, to include a City of Mobile business license and permit for collection and transportation of solid waste.

3. Contractor shall have at least five years' experience in scheduled municipal solid waste and trash collection services.

4. Contractor must have a base of operations within Mobile County and must currently be providing residential services in at least one of the mapped areas.

5. City has the option in its sole discretion to require from Contractor, at contract award, a performance bond acceptable to the City, equal in value for two months of service for the agreed upon number of Customers at the unit pricing indicated in the bid.

6. Contactor shall have the capacity at bid award to complete the work requirements of this bid. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors.

7. Contractor will be required to indemnify the City and carry the City as an additional insured in adequate amounts to be determined by the City for general commercial and umbrella liability, automobile liability, and workers compensation.

8. Contractor will be required to comply with federal and Alabama immigration law and enroll in E-Verify.

9. Contractor will be required to not engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

10. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the regular scheduled service of residential properties within the mapped areas, or some subset of the mapped areas, for once-per-week collection of curbside residential garbage (defined in 2.g.1 below) and every-other-week collection of residential trash (defined in 2.g.2 below) and transport and disposal at the designated disposal locations. locations: Contractor must transport and dispose of garbage at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. Contractor must transport and dispose of trash at the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695.

2. General Performance Expectations. Contractor will provide service according to the definitions and standards found under the current City provided garbage and trash service. Contractor is to provide all resources to complete the service, except as otherwise listed as a City responsibility below.

a. Contractor must provide the service in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment adequate to provide efficient service on narrow residential and busy commercial streets in proximity to vehicles, poles, sidewalks, mailboxes, other residential structures, and overhanging lights, wires, trees, and vegetation. Excessive accidents, damage, spillage, missed Customers, unreliable service, or otherwise poor service that does not reflect well on the City will be cause for termination. The professionalism required includes Contractor interactions with City staff, Customers, pedestrians and motorists, and disposal site operators. City will approve Contractor proposed uniform and markings.

b. Contractor must provide local management immediately responsible for Contractor operations and responsive to City communications.

c. Contractor must take reasonable care to limit spillage, and must clean up or immediately report to the City all significant debris or spillage left by Contractor operations.

d. Contractor will provide service only for single family residences and multi-family residences of four units of less within the designated service area. The total approximate number of individual residences is **6,658.** The maps in Exhibit A break out the numbers by Map Area. For billing purposes, City and Contractor will agree upon the specific number of residential service stops, which may be updated as necessary upon mutual consent of City and Contractor. City shall have the final say on number of service stops for service and billing purposes.

e. Contractor must collect garbage left by Customer in City-provided and marked 96-gallon carts at an accessible curbside location when Contractor passes the residence on route day. Contractor must empty no more than two such carts at each residence.

f. Contractor must provide door-to-door cart services for residences specified by the City, which includes retrieval of the full cart from an accessible position immediately adjacent to the residential structure, emptying of the cart, and return of the cart to the original location.

g. Contractor should refuse service for Customers with non-compliant waste that fails to adhere to the following rules.

(1) For household garbage service, contents must fit in the provided garbage cart. Contents should not include construction materials, metal, concrete, sod, sand, dirt, rocks and plaster, and should not contain hazardous waste, hot ashes, flammable products, chemical products, liquid paint, toxic materials, automobile parts, batteries, or dead animals.

(2) For trash service, contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two cubic yards.

h. Contractor will refer Customers for whom Contractor denies service, or when Customers request additional service such as a second cart, additional trash service beyond the two cubic yard amount, or pickup of electronics or appliances, to the City for resolution and City follow-up communication and scheduling with Customer for City crew service. City will work with Contractor to implement an efficient Customer-responsive process for these services.

i. Contractor will courteously receive Customer complaints or claims and has the discretion to immediately resolve the complaint to Customer's satisfaction or timely refer the complaint to the City.

3. Route Planning and Management. Contractor will develop and provide for City approval a route plan for once-per-week residential garbage pickup and every-other-week residential trash pickup. Residences must be provided service on the same day of the week during the service week to provide customer predictability in receiving service. Contractor may vary the time of service at any residence during the route service day as necessary to accommodate efficient Contractor operations. Contractor will be required to obtain City approval for any changes to route plans.

a. Contractor will immediately notify City of any deviation from scheduled route service.

b. Contractor will schedule regular route service to occur between the hours of 6:00 am and 5:00 pm, Tuesday through Friday, consistent with other regular City scheduled service. Monday and Saturday service may be used as backup/makeup service days when necessary and approved by the City.

c. Contractor will be required to observe the holidays and make-up days that City crews observe to simplify messaging for City customers, unless the City otherwise specifically approves alternate Contractor route scheduling.

d. Contractor will be required to use the City's work order system (currently Nexgen).

e. Contractor will have a functional video capture system to document for City review service performance, skipped pickups, or other service issues.

f. City may, in its discretion, at mutually agreeable rates and within the capacity of Contractor, task Contractor for additional pickup and disposal services.

g. City may request Contractor performance of more frequent route service on any or all of the scheduled routes, dependent upon Contractor capacity to perform. City agrees to pay prorated additional per-month rates for increased frequency. For example, if transition from every-other-week to weekly trash service results in five vs two service visits, and Contractor's monthly trash pickup rate for the two visits is $10 for that month, Contractor's prorated amount per visit is $5, and Contract may charge an additional $15 for the three additional service visits that month.

4. Reports. Contractor will report the following to the City on a mutually agreed upon schedule and format:

a. Disposal site tipping visits and amounts.

b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.

c. Damages caused by operations, including claims, reports, diagrams, photos, settlements, or amounts.

d. Significant issues, mishaps, customer complaints.

5. City Obligations. City will provide the following:

a. A City point of contact for all Contractor performance issues.

b. Purchase and deployment of new 96-gallon plastic roller garbage carts to all collection residences.

c. List of all residences to be collected by Contractor, to include any residents that need special door-to-door cart placement service and any residents with more than one cart per residence.

d. Deployment of additional and replacement carts as requested by Customers.

e. Disposal fees and locations. City will pay for all disposal fees directly to the disposal site. For garbage, Contractor must transport to and dispose at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. For trash, Contractor must transport and dispose to the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. Contractor must be especially careful to not intermix City garbage

and trash with non-City -sourced garbage and trash in Contractor loads billed to the City. Contractor will be required to work with City to ensure accurate reporting and billing of disposal fees.

f. All Customer notifications regarding service holidays, service and schedule changes, and policies.

g. A 311 Customer reporting system for service requests, comments, complaints, and a work-order software system (currently Nexgen) for communicating tasking.

h. Tasking to Contractor for any service issues or changes.

C. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City monthly at monthly unit pricing for the agreed upon number of Customer residences on the service list.

a. Contractor will bill monthly garbage pricing for weekly garbage service and monthly trash pricing for every-other-week trash service.

b. Contractor may bill per every listed Customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular pickup day.

c. Contractor will bill City for Customers with two carts the same amount as Customers with one cart.

d. Contractor will bill for Customers with door-to-door service at the same rate as curbside service customers.

e. Should City task additional services, or additional frequency of pickup, Contractor will itemize such additional charges at agreed upon pricing.

2. Payment. City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

D. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the

discretion of the City.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the requisite qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, request additional information in to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons to be involved in contract work performance.

2. Information demonstrating at least five years of experience in municipal garbage and trash collection services, to include dates, customer, and nature of services performed. Indicate also where in the designated Service Areas the bidder currently provides residential garbage or trash services.

3. A list, including description, of supporting equipment owned or on long-term lease.

4. A plan for how Contractor intends to schedule and perform the work required for all areas with Contractor's equipment and personnel.

5. How Contractor will employ subcontractors, if any.

6. Other relevant contractor qualifications and certifications.

b. Bid Sheet. Contractor must complete and the bid amounts for unit monthly pricing, per Customer/residence, for:

1. Weekly garbage service.

2. Every-other-week trash service.

3. Weekly garbage service incorporating performance bond.

4. Every-other-week trash service incorporating performance bond.

c. Signature and Certification of acceptance of Bid terms. All Bidders must sign and date bid where indicated

E. BID SELECTION PROCESS

1. Selection. City will select the responsive Bid from the responsible Bidder with the lowest total monthly unit garbage and trash pricing (either with performance bond reflecting two months of service for the number of Customers, or without performance bond, at the City's discretion) for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.

2. City retains the sole discretion to determine whether a bidder has the capacity and capability to perform the required service, and to disqualify any bidder that the City in its sole and exclusive discretion, determines to not be qualified to perform the required service.

3. City may at its sole discretion award a backup, contingency contract to the second lowest responsive and responsible bidder, to provide additional backup garbage and trash residential pickup services to supplement Contractor services.

4. Contract. City will expect Bidder to enter into a three-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.

5. Performance. City expects to Contract to begin service within 30 days of contract award, but not later than October 1, 2023.

F. BIDDER PRICING FORM AND ASSURANCE

Monthly pricing per service per pickup Customer/Residence

Weekly Garbage Service $_____per month, per pickup Customer

Every-Other-Week Trash Service $_____per month, per pickup Customer

Total Garbage & Trash(sum of above) $_____per month, per pickup Customer

****

Monthly pricing per service per pickup Customer/Residence: Including Performance Bond:

Weekly Garbage Service (w/Bond) $_____per month, per pickup Customer

Every-Other-Week Trash Service (w/Bond) $_____per month, per pickup Customer

Total Garbage & Trash(sum above w/Bond) $_____per month, per pickup Customer

****

By signature below, bidder understands and accepts the terms of the Request of Bids and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.

This Price Bid Form is hereby submitted by the undersigned

_____ _____

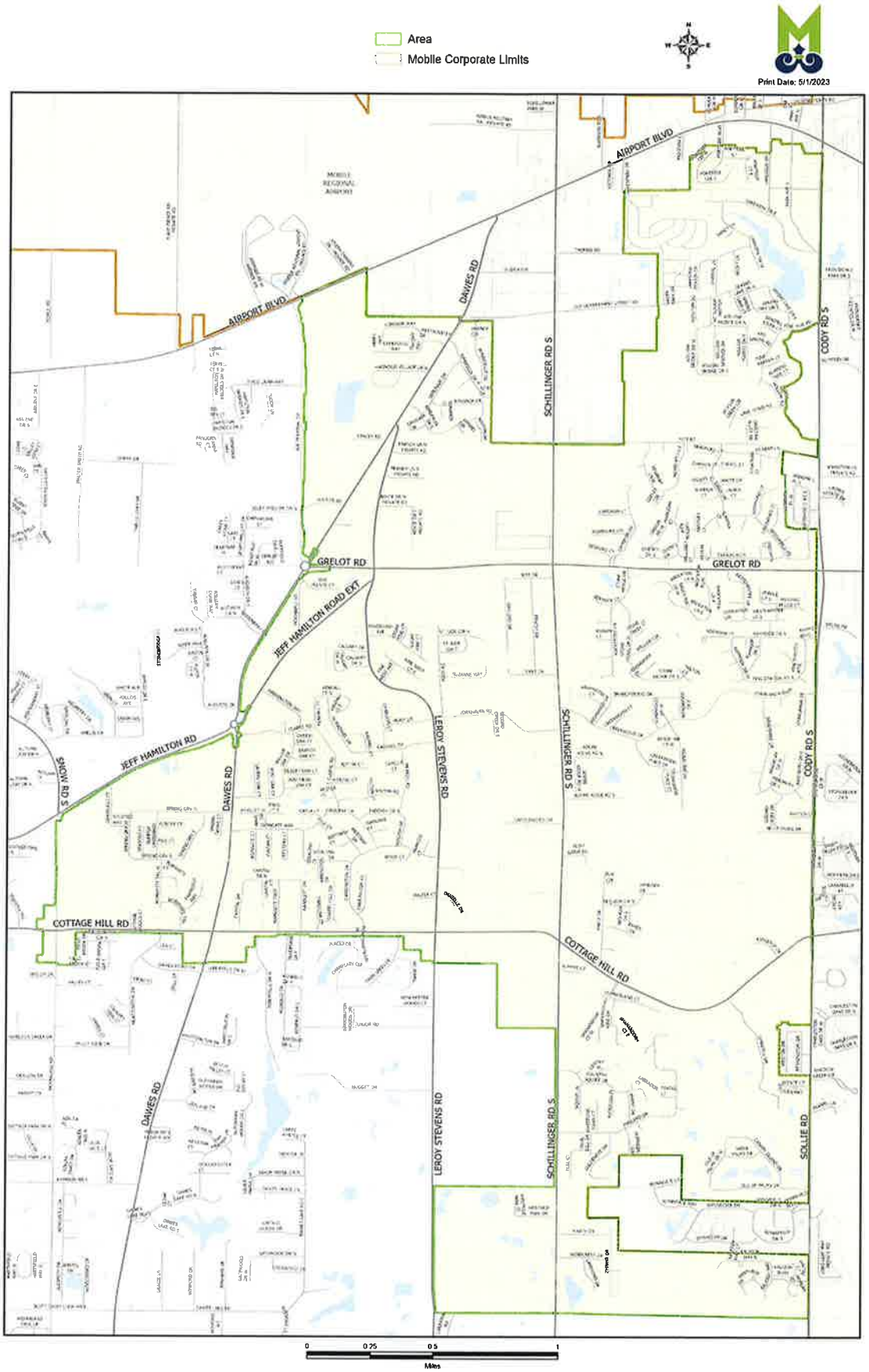
Printed legal name of Bidder Entity Name and Title of Signer

_____ _____

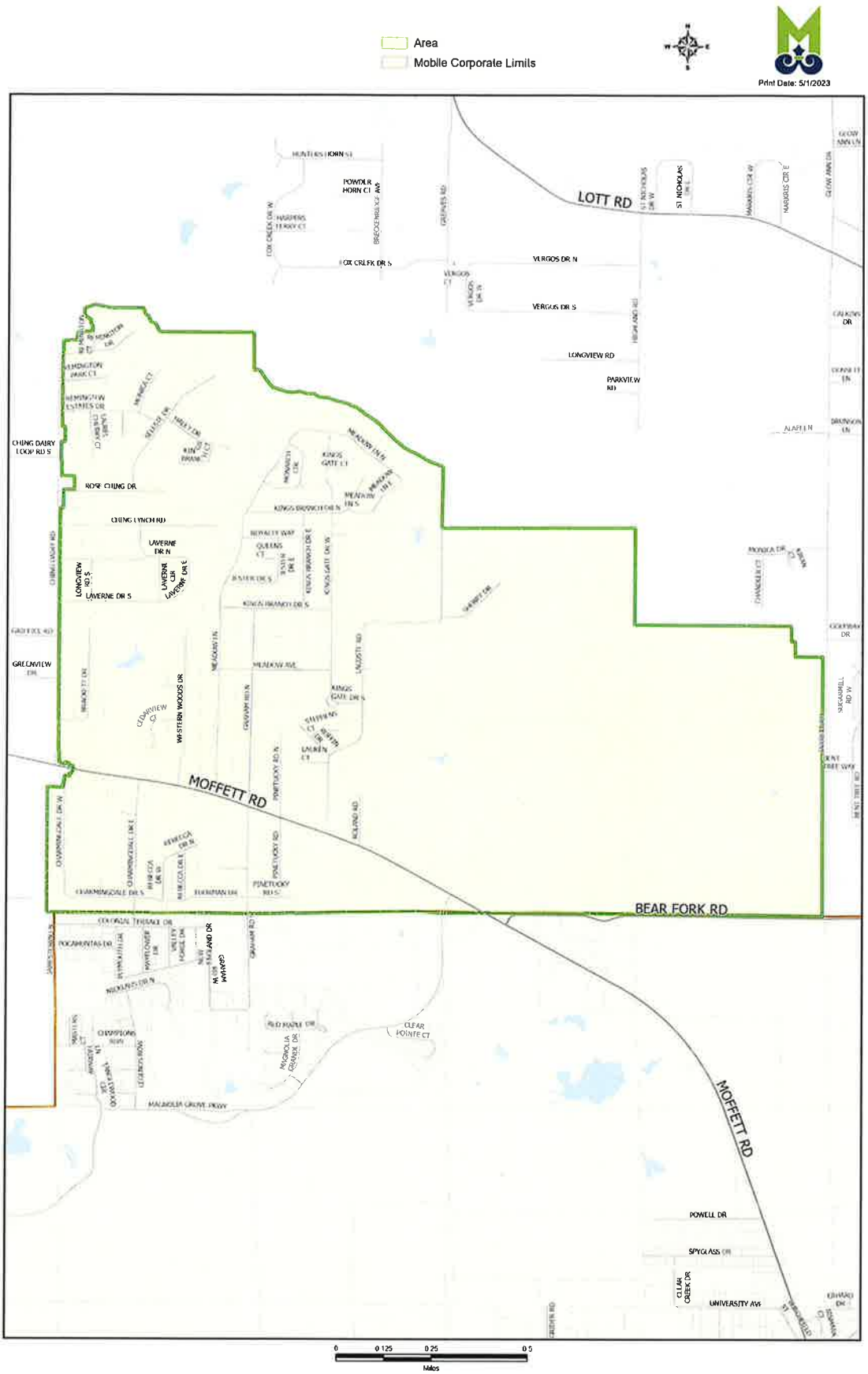
Signature Date

EXHIBIT A

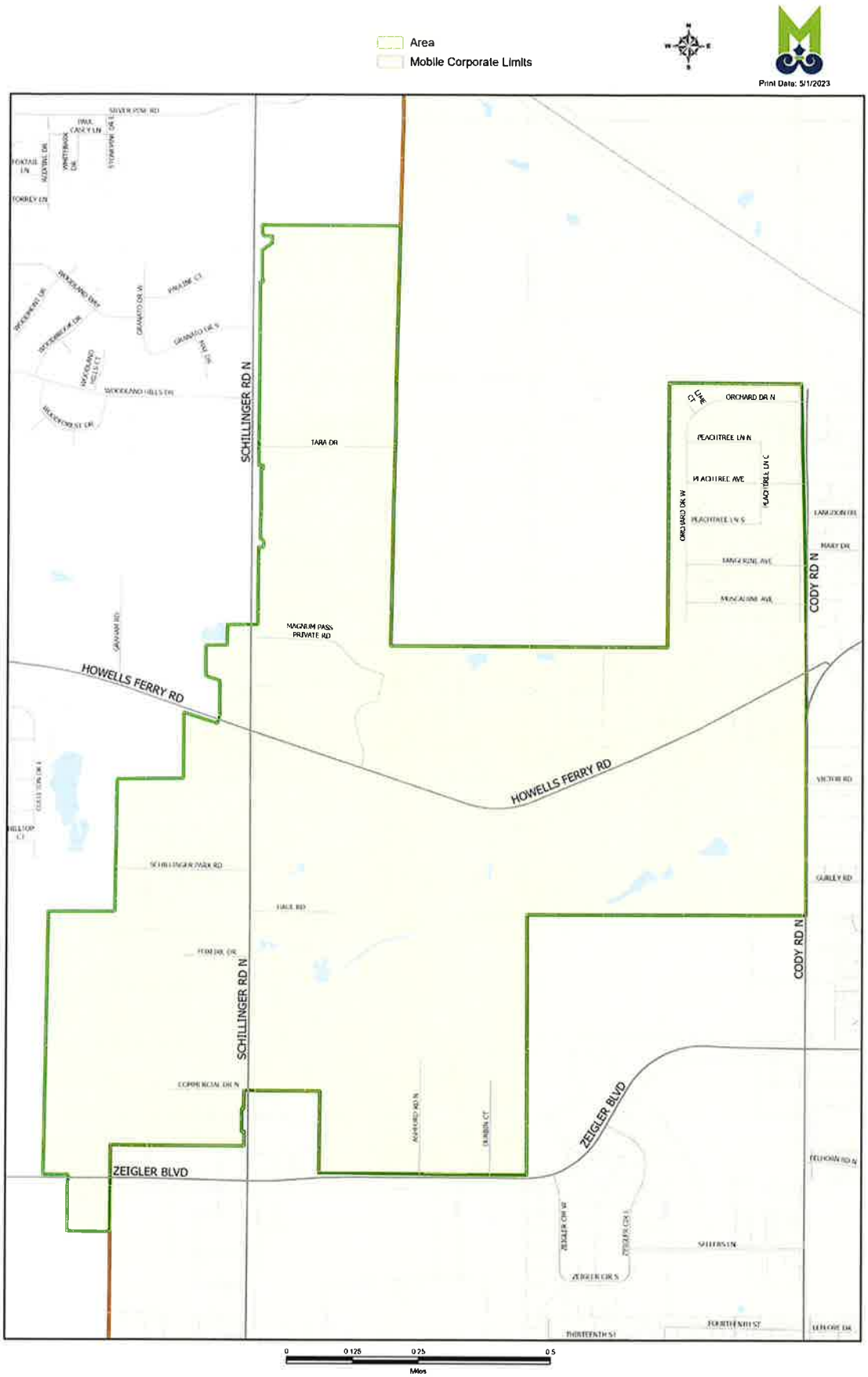
AREA MAPS



SERVICE AREA 1 Cottage Hill **Service Customers = 5,000 + 448 mobile homes**



SERVICE AREA 2 Kings Branch Service Customers = 962



SERVICE AREA 3 Orchard Estates Service Customers =216+32 mobile homes

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

City of Mobile

Request for Bids (RFB)

Addendum 1 to RFB 5828

Residential Garbage and Trash Collection Services

A. The City of Mobile is seeking bids for residential garbage and trash collection services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at https://www.cityofmobile.org/bids.

B. The due date for submitted written proposals remains 12:01 pm August 10, 2023.

C. The following paragraph is added after the first paragraph on page 2 of 2 of the Bid Continuation sheet:

"The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, to negotiate a Bid with the lowest qualified bidder prior to acceptance, and to accept partial Bids. The City also reserves the right to waive any formality in any bid, to accept the best bid for the City as determined by the City, or not to enter into any contract as a result of this bid invitation."

D. Paragraph A.3, Contractor Qualifications, is amended to read:

"Contractor shall have at least five years' experience in scheduled municipal solid waste OR trash collection services. This experience is not required to be as a contractor for a government entity. The service must however be provided to residential customers in urban and suburban settings."

E. Paragraph A.4, Contractor Qualifications, is amended to read:

"Contractor must have a base of operations within Mobile County. A staffed office, warehouse, staging yard, or similar facility qualifies. Contractor must have had current contracted residential service (garbage and/or trash) customers in one of the three annexed areas on July 18, 2023, the date of the Annexation election."

F. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally

as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

1. How many door-to-door (backdoor services) customers are there now?

Answer: None as the City is not currently providing service to these customers.

2. How many 2nd cart customers will the Contractor be required to serve?

Answer: The City is not currently providing service to these customers, so cannot provide a quantity, but Contractor will be required to serve as many Customers as request and pay for a second cart from the City.

3. Can the City provide a customer list?

Answer: No. A customer address list will be generated after bid award. See paragraph B.5.e.

4. Does Trash and Garbage have to be serviced on same day or can they be serviced on different days for a residence.?

Answer: They can be serviced on different days of the week for the same customer.

5. What are the Holidays that the city recognizes?

Answer: The City holiday schedule can be found at this link: https://www.cityofmobile.org/holiday-schedules.

6. How does the City expect the Contractor to use the NEXGEN system?

Answer: This system is still under implementation and Contractor engagement with it will be negotiated during contract period. The City expects that it will provide the Contractor a NEXGEN account and will both provide trouble tickets to the Contractor through the software, and receive both Contractor trouble tickets and resolution reports through the software.

7. How will the City intend to address force majeure issues, such as major storms, in working with the Contractor?

Answer: Paragraph 3 anticipates that route schedules may need to be adjusted, and allows for Contractor to obtain City approval for changes to route plans.

8. What are the insurance requirements?

Answer: Specific terms to be worked out with selected Contractor, but expect these minimum limits: statutory Worker Compensation, $1,000,000.00 commercial general liability, $1,000,000.00 auto liability.

9. Is a Bid Bond required?

Answer: A bid bond is not required.

10. What qualifies under the City's requirements in paragraph A.4. that Contractor must have a base of operations in Mobile County and must currently be providing residential services in a least one of the mapped areas?

Answer: See paragraph E above.

11. May a Contractor use a different transfer station located within the City of Mobile for garbage as long as the final destination is the Chastang landfill?

Answer: Contractor may propose an alternate transfer station, but the City cannot guarantee it will be able to accept an alternate transfer station to Waste Management's Hamilton Road transfer station.

12. In paragraph B.3.(g), the specification says that the City may ask for more frequent pickup services. What type of advanced notice would the City intend to provide the Contractor, and what duration would be expected?

Answer: The City has no specific intention to incorporate increased service levels for any extended period, but could envision them for a few weeks for unique circumstances. The City would provide ample notice and work within Contractor's capacities.

.

13. Paragraph B.2.i requires that the Contractor will courteously receive Customer complaints or claims and has discretion to immediately resolve the complaint to Customer satisfaction or timely refer the complaint to the City. How does the city see this working?

Answer: The City expects that the Contractor will have some direct interaction with Customers during service runs and wants the Contractor to engage where appropriate and provide responsive services for simple requests. The City expects Contractor to forward any complex, not easily completed, or outside of policy requests to the City for resolution with the Customer.

14. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. What type of notice will we have? If the City were to change the disposal site to be Chastang for example, that would require additional assets and labor. Will there be a mutually agreed timeframe to mobilize for increase and will it be long or short term?

Answer: The City does not intend to change current disposal sites, but could be required to by its recipient contractors. The City would provide as much advanced notice as possible and would collaborate with the Contractor on any change to disposal locations and potential required rate or schedule adjustments.

15. Will there be an opportunity for a rate adjustment during term of contract?

Answer: No, absent substantial change in performance expectations or market conditions, the City expects bid rates to remain fixed for the contract period.

16. Would the city consider moving bid due to August 17, 2023?

Answer: No. The City is on a short timeline to begin service for these areas.

17. Paragraph A.3 states that a bidder must have at least 5 years' experience in scheduled municipal solid waste and trash collection services. Does this mean that a bidder must have worked independently in a municipality or that a bidder must have worked under a franchise agreement to provide solid waste service to a franchise?

Answer: This means the bidder must have experience providing scheduled residential garbage service in a municipal (urban or suburban) setting. The service does not have to be contracted with a governmental entity, and can be contracted directly with residential customers. See also paragraph D. above.

18. How will the City expect Contractor to service trailer parks?

Answer: The City will expect service only to trailer homes on a municipal right-of way, or for carts placed on the right-of-way from a trailer park.

City of Mobile, Alabama
Purchasing Department
Government Plaza
205 Government St.
South Tower, Purchasing Dept.
4th Floor, Room S-408
Mobile, Alabama 36644

Re: Request for Bid. Residential Garbage and Trash Collection Services.

Purchasing,

Waste Pro of Alabama, Inc. (hereafter referred to as Waste Pro) is a privately held Alabama Corporation. We are pleased to have the opportunity to provide the enclosed proposal for the above-mentioned Request for Bid. We have examined the bid package, and as **we are a current service provider in all three (3) of the listed service areas in the Request for Bid.** We are uniquely prepared to continue and expand our services to the City of Mobile, Al. We understand the scope of services required and are pleased to offer our continued experienced services to the new residents of The City of Mobile.

Waste Pro knows and understands the complexity of The City of Mobile. Knowing the City and Mobile County like we do, we are prepared to cover the needs of The City, as well as its projected growth. We take great pride in what we do. It is important to us to begin the new agreement being able to provide the service, that the new residents of The City of Mobile desire.

As you review our proposal, I feel confident that Waste Pro is uniquely qualified to handle the collection service requirements. Municipal contracts are our area of expertise; this is our bread and butter. We have enclosed a list of municipalities we serve, in and around Mobile County. We encourage you to contact these municipalities and ask their opinion of Waste Pro. Nobody tells our story better than our customers.

Founded in 2001, Waste Pro is the fastest growing, privately owned solid waste company in the Southeastern United States. We are currently providing service to over 500 Cities and 300 Counties in exclusive or non-exclusive franchises or in open markets. We are financially strong and ready to continue our services to the residents of The City of Mobile.

Waste Pro understands the importance of having a local presence. As we are doing now, customer calls will be answered locally by a real person not an automated attendant. This resulting in a quicker response time. Our in-field management will be on site and in the City daily ensuring that all routes are being completed as well as to address any customer service needs.

Another big area of concern we always face is "The Transition". Having serviced residents in Mobile County for over five (5) years and in the local area since 2011. we are aware of the issues that present themselves, from densely populated communities to customers in rural areas.

Waste Pro warrants that the requirements of this project, as described in the Request for Bid, its enclosures and all addenda have been reviewed. If awarded, Waste Pro intends to provide the services requested in the Request for Bid, in compliance with the terms of the Agreement, for the rates (prices) submitted in the enclosed proposal.

We look forward to a new partnership with the City and to providing your residences with the services that are the "Distinguishable Difference.

Best Regards,

E. Ralph Mills

E. Ralph Mills
Senior Vice President
Waste Pro of Florida, Inc.
rmills@wasteprousa.com 850-210-2237

F. BIDDER PRICING FORM AND ASSURANCE

Monthly pricing per service per pickup Customer/Residence

Weekly Garbage Service $ 9.86 per month, per pickup Customer

Every-Other-Week Trash Service $ 4.22 per month, per pickup Customer

Total Garbage & Trash(sum of above) $ 14.08 per month, per pickup Customer

****

Monthly pricing per service per pickup Customer/Residence: Including Performance Bond:

Weekly Garbage Service (w/Bond) $ 9.89 per month, per pickup Customer

Every-Other-Week Trash Service (w/Bond) $ 4.24 per month, per pickup Customer

Total Garbage & Trash(sum above w/Bond) $ 14.13 per month, per pickup Customer

****

By signature below, bidder understands and accepts the terms of the Request of Bids and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.

This Price Bid Form is hereby submitted by the undersigned

WASTE PRO OF ALABAMA INC
Printed legal name of Bidder Entity

E Ralph Mills Sr. Vice-President
Name and Title of Signer

E. Ralph Mills
Signature

Aug. 10, 2023
Date

Door to door and additional 2nd carts:

Prior to the contract start date, Waste Pro would like to discuss and finalize the process.

City of Mobile

Request for Bids (RFB)

Addendum 1 to RFB 5828

Residential Garbage and Trash Collection Services

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Answer: The City will expect service only to trailer homes on a municipal right-of way, or for carts placed on the right-of-way from a trailer park.

POWER OF ATTORNEY

This Power of Attorney made this 31st day of July 2023, I, Sean M. Jennings, President and CEO of Waste Pro of Alabama, Inc., hereby appoint, Ralph Mills, Senior Vice President, to do, bind, and execute the following on behalf of Waste Pro of Alabama, Inc.

1. Execute, bid, and deliver any documents related to the City of Mobile, Alabama Request For Bids No. 5828, for Residential Garbage and Trash Collection Services, including any addendums.

2. This Power of Attorney is intended to grant broad powers to Ralph Mills to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Alabama, Inc.

Sean Jennings
SIGNATURE of Sean M. Jennings
President and CEO of Waste Pro of Alabama, Inc.

STATE OF ALABAMA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 31st day of July 2023, by Sean M. Jennings, CEO and President of Waste Pro of Alabama, Inc.

Malenie
(Signatory of Notary Public – State of Alabama)

MALENIE VELEZ
MY COMMISSION # HH 080343
EXPIRES: March 9, 2025
Bonded Thru Notary Public Underwriters

(Name of Notary Public)
Personally Known X or produced Identification _____Type of Identification Produced _____

CITY OF CREOLA

Since 1978

MAYOR
Donald Nelson

ADMIN. ASST
Marcy Brown

CITY CLERK
Brandy Davis

CITY COUNCIL
Kendal Hadaway
Cody Chambless
Wendy Lynch
Harold Parmer
Mark Howell

MAGISTRATES
Linda Hoiles
Christie Bryant

August 8, 2023

To Whom It May Concern:

The City of Creola has worked with Waste Pro for the past three (3) years. They currently provide a once weekly household waste, bulk waste, and yard waste collection in our city which consists of approximately 642 homes and is growing every day.

Our city has been very satisfied with the performance under the contract and Waste Pro is quick to respond when we have any concerns. The representatives and staff are polite and professional and have worked with us on every level to resolve any issues that may arise.

If you have any questions or comments, please feel free to contact me at 251-675-8142.

Sincerely,

Marcy Brown
City Clerk

9615 Old Highway 43. Post Office Box 490.Creola.AL 36525
Office 251-675-8142.Fax 251-980-1877

HOWARD RUBENSTEIN, Mayor

Council Members
JOE McDONALD, President
NEWTON CROMER, Vice Presodent
WAYNE BIGGS
NATALIE MOYE
VERONICA HUDSON

JUDI BOWDEN SMITH
City Clerk/Treasurer
(251) 675-5103 • FAX (251) 679-5560
943 SARALAND BOULEVARD SOUTH
SARALAND, ALABAMA 36571

ANDREW J. RUTENS, Attorney
P. O. BOX 16629
MOBILE, ALABAMA 36615
(251) 476-4493

August 4, 2023

To Whom It May Concern:

The City of Saraland has had the privilege of working with Waste Pro, USA for a year and a half. We are currently on a three-year contract with the company. The conversion from our previous vendor to Waste Pro was handled in a quick and efficient manner.

During the RFP process, Waste Pro presented a competitive package with rates that we found to be reasonable. They have worked with us on various aspects of the services outlined. During our time with Waste Pro, we find the company to be a wonderful asset to the City's services provided to our residents.

The personnel that we interact with are always professional and eager to assist in any way possible. They have provided us with an in-house customer service representative, which has proven to be very beneficial to us as well as our residents.

It is my pleasure to recommend Waste Pro, USA to any municipality. Please feel free to contact me if you have any questions or comments.

Sincerely,

Howard Rubenstein, Mayor

TOWN OF MOUNT VERNON

"Heart of the Mobile River Basin"

MAYOR
Eric Peoples
TOWN CLERK
Jacqueline A. Niles
TOWN ATTORNEY
Jay Ross

COUNCIL MEMBERS
B. Charlene Coleman
District 1
William Grant, Jr.
District 2
Derico Austin
District 3
Marcellious Jones
District 4
James O. May
District 5

August 1, 2023

To Whom It May Concern:

The Town of Mount Vernon has worked with Waste Pro for the past 2 years. They currently provide once weekly household waste and once monthly bulk waste and yard waste collection in the Town of Moun Vernon which consist of approximately 700 homes.

The Town has been extremely pleased with the performance under the contract and very pleased with their performance.

The representatives and staff are extremely professional and concerned with our needs. Communication is the key to our successful relationship and our Public Service Supervisor is in constant contact with their office and keeps us up to date.

If you have any questions or concerns, please contact our office at 251-829-6632.

Sincerely,

Eric L. Peoples
Mayor

1565 Boyles Avenue • Mount Vernon, Alabama 36560 • (251) 829-6633 • Fax (251) 299-1012 • www.mtvernonal.com

Company Qualifications

Operations

Residential Garbage

and

Trash Collection Services

The City of Mobile, Alabama

A. Contractor Qualifications

1. Waste Pro possesses the managerial and financial capacities to perform all phases of the work called for in the Scope of Work with the City of Mobile.
2. Waste Pro holds licenses in Mobile County allowing the collection and transportation of solid waste. Should there be additional required licenses, Waste Pro will obtain those as well.
3. Waste Pro possesses the required 5+ years of experience in municipal soled waste and trash collection services.
4. Waste Pro has identified a location in Mobile County and will be operating from this facility to conduct The City of Mobiles solid waste collection.
5. Waste Pro will obtain the required performance bond equal to the amount of two months of service to the City.
6. Waste Pro has the capacity to of perform the work requirements of the bid.
7. Waste Pro will indemnify the City and carry the City as an additional insured in an amount acceptable to the city of Mobile.
8. Waste Pro is currently complying with all E-Verify requirements in the state of Alabama.
9. Waste Pro will not engage I any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
10. Waste Pro complies with all requirements under the City of Mobile ordinance No. 14-034.

B. Performance and Scope of Work

Waste Pro possesses the managerial and financial capacities to perform all phases of the work called for in the Scope of Work with the City of Mobile.

a. Waste Pro will provide the services in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment. Waste Pro vehicles will be suitable for use in proximity of and in tight and confined areas. Waste Pro understands that we are a reflection of the City and will conduct ourselves cautiously and professionally. Waste Pro understands that the City will approve uniforms and markings.

b. Waste Pro's Division Manager, Jordan Scott will be the point of contact for all operational communication with the City.

c. All spillage or loss of debris will be immediately cleaned up or picked up with significant events reported to the City.

d. Services will be provided only to single family residents and multi-family residents of four (4) units or less. The total individual residences being **6,658**. Waste Pro understands that the City will provide the specific service stops, which may be updated as necessary by mutual consent.

e. Waste Pro will collect garbage left by resident in City-provided and marked 96-gallon carts at an accessible curbside location. Only emptying up to two (2) carts at each residence.

f. Waste Pro will provide door-to-door cart services for residences specified by the City, which includes retrieval of full cart from an accessible position adjacent to the residential structure, then returned to its original location.

g. Waste Pro will refrain from providing services to customers with non-compliant waste that fails to adhere to the following rules.

(1) Household garbage. Contents must fit in the provided garbage cart. Content should not include construction materials, metal, concrete, sod, sand, dirt

rocks and plaster, and should not contain hazardous waste, hot ashes flammable products, chemical products, liquid paint, toxic materials, auto parts, batteries or dead animals.

(2) Trash service. Contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two (2) cubic yards.

h. Waste pro will refer all customer requested service increases to the City, allowing for a resolution and City follow-up communication and scheduling with the customer for City crew service.

i. Waste Pro will courteously receive customer complaints or claims. We will also work with the customer on issues that can be resolved immediately. All other issues will be referred to the City.

3) Route Planning and Management

Waste Pro will provide collection of once-a-week residential garbage with the most effective and efficient routes available, alongside every-other-week residential trash service.

a. Waste pro will immediately notify the City of any deviations from the scheduled route service.

b. Scheduled route service will occur between the hours of 6:00am and 5:00pm, Tuesday through Friday. Monday and Saturday service may be used as a backup/makeup service day when necessary and approved by the City.

c. Waste Pro will observe the Holidays currently observed by the City.

d. Waste Pro will use the City's current workorder system (Nexgen)

e. Waste Pro's fleet vehicles are constructed to be safe and are equipped with **3rd EYE GPS tracking system, communication networks, and a closed circuit camera system** that has five (5) cameras with video and audio. This provides

"breadcrumb" trails to ensure all streets are serviced. These technological advances far exceed industry standards.

f. Waste pro understands that the City may require additional services and that these services will be performed at an agreed upon rate.

g. Waste pro understands that the City may require more frequent route service on any or all scheduled routes. These more frequent route services will be paid on a prorated basis.

4) Reports

Waste Pro reporting will be in a mutually agreed upon schedule and format, including the following reports.

a. Disposal Site visits and amounts

b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.

c. Damages caused by operation, including claims, reports, diagrams, photos, settlements, or amounts.

d. Significant issues, mishaps or customer complaints.

5) City Obligations

The City of Mobile supplied items.

a. Point of contact for Waste Pro Management to communicate performance issues to.

b. Purchase and deployment of 96-gallon carts to all residents.

c. List of residents to be collected to include door to door and multi-cart residents.

d. Deployment of additional and replacement carts.

e. Disposal fees and locations. The City will pay for all disposal fees, directly to the disposal site.

f. All customer notifications regarding service holidays, service and schedule changes.

g. A 311-customer reporting system for service requests, comments and complaints, and a work-order software system for communicating tasking.

h. Tasking of Waste Pro for any service issues or changes.

Company Qualifications

Experience

Residential Garbage

and

Trash Collection Services

The City of Mobile, AL.

Documentation of Experience and Qualifications

Waste Pro has been in business since 2001 and incorporated in the state of Alabama in 2009. We offer Residential, Commercial & Industrial waste collection services. We have received and examined the Request For Bid along with any addendums. Our proposal is in all respects fair and in good faith without collusion or fraud. We are prepared to begin the work requested.

Point of Contact:

Bid process contact: Loyd Childree, Dir. Governmental Affairs. lchildree@wasteprousa.com
(850)-544-2226

Management Contact: Jordan Scott, Division Manager joscott@wasteprousa.com
(228) 623-128031020 Jessie Rd. Spanish Fort, Al. 36527

Project Team:

Waste Pro currently employs over 300 full time employees in the Coastal Region area and over 4000 full time employees in the southeast.

DIVISION MANAGER - Jordan Scott, with 10+ years of solid waste experience. Joran has primary responsibility for support, accounting and operational procedures at the division. This position is accountable for the growth and development of the division's revenue, the success and development of the division staff, and the end of the line manager for all functions at the division level. This manager will build rapport and interact with both internal and external customers including employees, individual residents, and municipal staff. This position is responsible for developing the budget and objectives to be accomplished for each year.

OFFICE MANAGER - Steven Harris with 10+ years with Waste Pro. Steven is responsible for the day to day administrative, customer service, and accounting functions within the office. Supervision of billing clerks, collections department, customer service department, payables and payroll/HR functions as required. The Office Manager will be responsible for assisting the Regional Staff, the Division Manager, the Operations Manager and the Sales Manager to complete all reporting requirements.

OPERATIONS MANAGER - Doug Wilder with 10+ years of solid waste experience. Doug has primary responsibility for providing oversight, coordination, supervision, planning, administration, training and logistical support to our facilities. Work effort weighs heavily on the safe and successful collection, transportation and disposal of residential/commercial solid waste and recyclables.

Experience

1. Waste Pro of Alabama Inc. has been providing service in Alabama since 2009, from Birmingham to the Gulf Coast. Waste Pro of Alabama's incorporation on August 19, 2009, has been in place and in good standing since then. Waste Pro's consistent growth in

residential and commercial solid waste hauling services in Alabama is an unmistakable validation of our **"Caring for Our Communities"** approach to business.

2. Waste Pro has been part of local communities for over ten (10) years. We have offices located in Spanish Fort Alabama, Milton Florida, Panama City Beach, Florida and Gautier Mississippi to name a few. We have the capabilities to provide the services specified in this Request for Bid. Waste Pro's **IN MARKET** office in Spanish Fort has provided subscription services to 2000+ residential customers since 2011 in both Mobile and Baldwin County. Service level of one (1) time per week garbage service with Trash on an as needed basis. Waste Pro has located a local office in Mobile County and will utilize this property for this project. This will be a temporary until we locate our final location within the County.

- More recently, Waste Pro Spanish Fort office added Municipal contacts:
  a. **Citronelle, Al.**
  b. **Creola, Al.**
  c. **Saraland, Al.**
  d. **Spanish Fort Al.**
  e. **Mount Vernon, Al**.

As well as **service in all three (3) of the mapped areas described in the Request for Bid**. These municipalities have service levels ranging from one (1) time per week garbage only, to one (1) time per week garbage with recycle, yard waste and bulky items

- **Waste Pro's office in Milton has serviced the Santa Rosa County Fl. area since April of 2011. Moving from 8000 homes to 22,000 in 2018 with the addition of Navarre Beach. Additionally growing to 25,700 homes. In January of 2021 Waste Pro's Milton Office added 20,000+ homes to our service area in North Santa Rosa County.**

To the west, serviced from our office in Gautier Mississippi.

- **The City of Pascagoula, 2012-present, 6,600 homes, One (1) time per week Garbage with Recycle and bulk.**
- **City of Gautier, 2013-present, 6,500 homes, One (1) time per week Garbage with Recycle and bulk.**
- **City of Ocean Springs, 2012-present, 6,750 homes, One (1) time per week Garbage and Recycle.**
- **City of Gulfport, 2012-present, 25,000 homes, two (2) time per week garbage with Recycle every other week.**
- **City of Petal, 2013-present, 4,200 homes, two (2) time per week Garbage with Recycle bulk one (1) time per week.**
- **Forrest County, 2013-present, 7,500 homes, One (1) time per week Garbage.**

Our providing these services to these entities is a testament to our experience and technical qualifications in solid waste collection.

3. Equipment

Waste Pro has local inventories and currently operate over 3,000 vehicles in our footprint. We have truck specifications that are above the industry standard for safety and reliability, that is why Waste Pro is "the distinguishable difference" and will provide the residents in the City "world class" service.

Waste Pro's fleet vehicles are constructed to be safe and are equipped with a **3rd EYE GPS tracking system,** communication networks, and a **closed-circuit camera system** that has five (5) cameras with video and audio. This provides "breadcrumb" trails to ensure all streets are serviced. These technological advances far exceed industry standards. Each truck has an easily identifiable environmentally themed color scheme with customized signage to represent local themes and are **marked with their own identification numbers.**

Waste Pro has a team of qualified, experienced collection drivers that pride themselves on safety and customer service.

We will use Automated Side Load "ASL's" to collect and dispose of properly containerized household solid waste materials curbside at each residence. ASL Vehicles are very maneuverable and designed to operate in both urban and suburban areas. Rear-Load vehicles will be used for the yard waste portion of the trash service requirement. Rear-Load vehicles are more robust with fewer moving parts making them more reliable. Waste Pro will also use a boom/clam truck for bulky items of the trash service, such as home furniture and bedding. All solid waste will be transported to an approved disposal facility. Waste Pro will provide all of the equipment, materials and personnel needed to perform these services for the City.

Waste Pro has identified and will provide two (2) Automated Side loading (ASL) trucks to support the garbage collection service for the City of Mobile. one (1) like new Rear-Load truck to support the yard waste potion of the trash and one (1) Boom/Clam Truck for the Bulk items.

Utilizing two ASL's gives us eight route days to pick up, based on this we will average providing service to approximately 825 homes per route per day. Our REL truck will run ten route days. Based on the home count, the REL truck will pass by/service approximately 660 homes per day. Rear load trucks are very efficient when picking up small piles of debris. If two cubic yards of trash is identified, our clam truck will be utilized to pick up these types of piles. Two cubic yard limits will be serviced and the City will be sent a list of larger piles exceeding your limits that can be utilized for you to charge as needed. As noted, if piles are slightly over two cubic yards Waste Pro will pick these up.

1. **Mack "New Way" Automated Side Loader #LR613**
2. **Mack "McNeilus" Automated Side Loader #LR42**
3. **Load master "Hino" Rear Loader #J08E**
4. **Freightliner "Pac Mac" Boom/clam**

4. Collection and Performance Plan

Day to Day Operations

Our workday actually starts the day before. The dispatch function is very critical to success. The final dispatch process of the day is to ensure that all route sheets, maps, and route cover sheets are printed and put out for our drivers for the next day (including any customer communication about particular needs that will be performed the next day). Supervisors are scheduled to come in one hour before the City's designated start time. This allows them time to pull any messages from the night before and make any necessary emergency or critical changes to the daily

plan. Drivers are scheduled to come in one half hour before their designated start time to allow them time to review paperwork and do a pre-trip inspection of their truck before they leave the yard.

Route supervisors are required to do weekly route observations, ensuring that our route staff is picking up customers in a safe and efficient manner. Supervisors also check the quality of the work that our personnel perform. **Carts need to be dumped completely and properly returned curbside.** In the case of missed pickups or any other call that comes in requiring immediate attention, the CSR will notify the supervisor immediately, he or she will investigate the matter and collect all valid missed waste usually the same day, but if not able to, within a 24-hour period.

Any driver not performing up to our standards will be coached on the proper way to service our customers. Route observations are key in documenting good work habits and are a tool to mentor employees to be the best that they can be.

When drivers are finished completing their routes, they call dispatch to see if there are any issues to be corrected before they come back. We have found this is a great tool to take care of customer complaints on the same day. By doing this, we ensure that no driver leaves a route with an unresolved issue. Once the driver gets the "all clear" from dispatch they then go to the landfill to dump their load.

Disposal procedures are put in place to ensure that we are complying with all rules and regulations of the facilities that we utilize. We will review these procedures with the disposal facility to ensure that we are following the rules in place. We do this because disposal operations in general tend to be very dangerous. We want to ensure that our employees are doing this important phase of the operation correctly.

When the drivers are back at the facility, they go to dispatch and turn in daily paperwork. This is a time when they can communicate anything out of the ordinary to dispatch.

A critical and required part of completing the day is our driver post trip check in lane. All drivers are required by DOT to do post trip inspections. Mechanics stationed at the post trip lanes ensure that the driver can communicate equipment issues. Vehicle condition reports are generated after the post trip procedure and turned in to maintenance daily for repairs.

The key to our success is day to day planning. By having everyone understand and like their job, we ensure that all our employees can do their jobs in a safe efficient manner without service interruptions to our customers.

Collection Routes

Waste Pro will provide collection of residential solid waste with the most effective and efficient routes available. Our collection will be within the guidelines of the Request for Bid, not to begin before 6:00 a.m. and to finish by 5:00 p.m. Tuesday through Friday (except when coordinated with the Mayor's office). We will also provide special ADA 'door to door' collection services to those residents who have a disability.

Processing Facilities

Waste Pro will transport the collected solid waste from the City of Mobile to an ADEM approved facility. Garbage will be disposed at the Waste Management Transfer Station located at 4770 Hamilton Blvd. Theodore, Al. Trash will be disposed at Dirt Inc. Landfill at 8081 Cottage Hill Rd, Mobile Al.

If at any time during the contract it becomes more beneficial for either Waste Pro or the City to utilize different processing facilities, then Waste Pro will discuss any changes with the City.

Communication Plan

Waste Pro recognizes that communication is key for a program to be successful. Waste Pro will communicate regularly with the City staff and residents in person, on the telephone, via e-mail, and through informational brochures and local media. Waste Pro understands the needs of the City's residents and our trained customer service representatives will answer questions and assist them if we are awarded the contract. We understand the residents expect dependable collection services and that the community desires a clean and attractive place to live and work.

Unlike many of our competitors, **Waste Pro does not use automated call centers or pre-recorded phone messages.** Waste Pro is consistently recognized for doing 'whatever it takes' to serve its

customers. By providing quality service, we receive significantly fewer customer complaints than our competitors, which is a powerful competitive advantage when sourcing new contracts.

Safety Plan

Safety is one of the cornerstones of Waste Pro's operations. The solid waste industry is one of the most dangerous industries in the United States. Waste Pro's senior management places a strong emphasis on safety in every aspect of the Company's operations. We offer our drivers and helpers safety bonuses unlike any other company in this industry. We give $5,000.00 and $10,000.00 bonuses when the helpers or drivers meet their safety goals (we have even had some drivers get 4 of the $10,000.00 bonuses).

The safety managers are responsible for tracking and implementing all new and existing DOT requirements. As previously stated, our entire fleet is serviced daily and equipped with industry leading

safety controls. Our workers' compensation score is below the industry average which provides us with a discount on our workers' compensation insurance. Safety incentives to our drivers is instrumental in keeping insurance and maintenance costs low, and significantly reduces downtime, accidents and excessive vehicle wear.

Emergency Back-up System

Waste Pro offers services in nine (9) states for 265+ exclusive City and County franchises, providing services to over 2,000,000 residences and over 35,000 businesses. With such a large 'family business' we can back each other up, not only at local levels, but regionally. With a fleet of over 3,000 vehicles, we have the ability to assist if one division gets hit with emergencies or situations beyond local controls.

We have the availability of many sites to assist us in the form of personnel and equipment when there is a need to guarantee efficiency levels be maintained city-wide. Just as we have been the 'back up' for other cities and counties while not taking away anything from the cities we were serving, we have a variety of avenues to pull from if the need arises, to guarantee the high level of service that the City of Mobile deserves from Waste Pro.

Transition Plan

Waste Pro has performed **over one hundred (100) transitions in the Southeastern US** within the last ten (10) years.

One of the primary reasons that we have grown so extensively and the reason we can successfully meet this deadline is our attention to detail during the process of start-up. Our dedicated startup team has taken on huge projects. We take the worry out of transitioning from one company or self-servicing to our service. We take the time to plan the process, regardless of the size of the community that we will be servicing.

Should Waste Pro be awarded the contract, we will begin working **immediately.** We have a corporate transition team that will be mobilized to work along with our local staff to coordinate and ensure a very smooth transition. This team includes members from operations, safety, maintenance, procurement, legal, human resources, IT, and accounting. All facets of the start-up are accounted for. A project timeline is established, and meetings will occur at the local Division level with frequencies increasing as the start date nears.

Training Program

Our success is based on hiring the best people available. All employees are screened properly. This includes background checks, MVR checks for drivers, and drug and alcohol testing.

We take a lot of pride in our fleet. The only way to keep the trucks in good shape is to get proper input from our drivers. They will receive and then continue their training on safety, filling out maintenance reports as well as operational paperwork, minimizing missed pickups and proper customer service interactions.

Our goal is zero missed pickups during the week. This can be accomplished by documenting problems that we encounter on the route and communicating this to dispatch. Drivers will continue to be trained on proper radio communications to ensure a smooth flow between dispatch and routes. Our drivers will continue to receive a route sheet that details each daily service area. This is important because it allows our personnel time to give us feedback on specific problems that they encountered

such as streets with nowhere to turn around, etc… Training on key safety issues that need to be addressed while they are on their routes and performing their duties are reinforced.

All our customer service representatives (CSRs) are put through comprehensive training and orientations letting them know company policies and procedures. They are taught the Waste Pro Way and what is expected of them professionally and with regard to customer service. Real people will answer the phone; we do not believe in automated attendants. The CSRs servicing the residents of the City of Mobile will be trained as to the specific service requirements of the contract.

Our motto is 'Caring for Our Communities' and this is exemplified throughout our entire organization, from the customer service representatives taking calls to the drivers keeping everyone safe on the streets to our corporate support staff ensuring everyone has all the necessary tools to do so. We are part of our communities and pride ourselves on our "world class" service.

5. Subcontractors

Waste Pro does not intend to use subcontractors, but because of the sensitivity of hauler displacement, we are not ruling it out. If we decide to utilize other haulers, the City will be notified ahead of time, and we will work as the primary contractor. All calls, misses, etc., will flow through our office where it will be our responsibility to take care of any issues.

6. Other Qualifications and Certifications

a. Waste Pro has one of the only industry started and Certified CDL driver training schools. Waste Pro trains new and existing helpers to increase their skills and achieve a CDL license.
b. 5 star google ratings.
c. Good Standing in both Alabama and Florida.

FAST FACTS

WASTE PRO USA

Fastest growing privately-owned solid waste company in the Southeastern United States. Founded in 2001 by Board Chairman John Jennings, a second-generation legend in the business. In 2014, his son Sean Jennings joined Waste Pro and became President of the company in 2018. He assumed the role of CEO in 2020.

We are the fourth largest privately-owned company in Central Florida where we are headquartered. Waste Pro is the only company in the United States with a Historical Garbage Truck Museum that has been recognized worldwide.

GARBAGE TRUCK MUSEUM

The world's ONLY garbage truck museum located in Sanford, FL with trucks dated as far back as 1926. Two trucks on display were used in the 2016 film Fences.

SAFETY AWARDS

$10K for drivers and $5K for helpers who go 3+ years without at-fault accident, injury, or property damage. To date approximately $7.4 million has been awarded to WP drivers and helpers.

FLEET

2,800+ state of the art trucks with 3rd Eye 360 degree onboard cameras.

MRFS

(MATERIAL RECOVERY FACILITY OR RECYCLING PROCESSING)

Atlanta, Ocala, Sarasota

EMPLOYEES

4,400+

SPORTS SPONSORSHIPS

Jacksonville Jaguars, New Orleans Saints, New Orleans Pelicans, Charlotte Hornets, Florida Citrus Sports, Biloxi Shuckers, Florida Everblades

CO-HEART PROGRAM

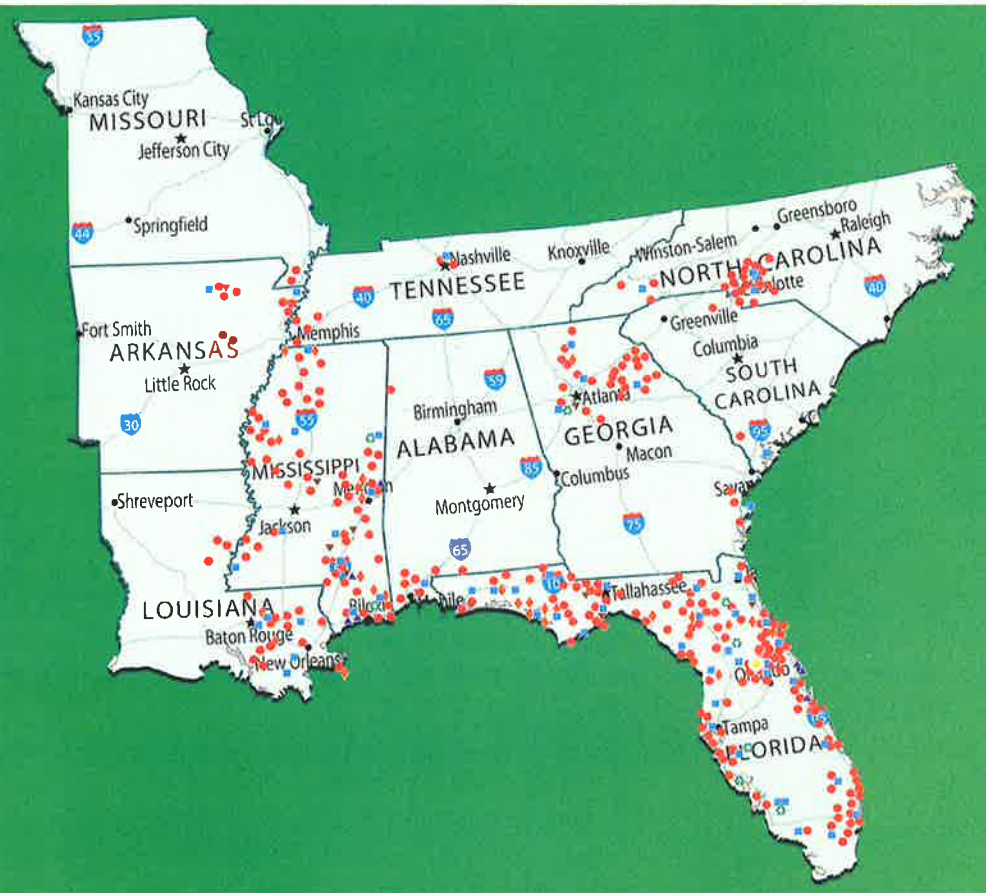
Internal safety training program that has helped 400+ employees earn their CDL. WP Sanford is state-approved testing site.

OUR SERVICES

- Residential & Commercial Solid Waste Collection
- Recycling Collection & Processing Services
- Transfer Stations & Landfills

wasteprousa.com | @waste_pro_usa | wasteprousacorp

WASTE PRO®
Caring For Our Communities



- Corporate Headquarters
- Hauling Companies
- Landfills
- Military Contracts
- Municipal Contracts
- Recycling Processing
- Transfer Stations

SERVICE AREAS

Alabama
Arkansas
Florida
Georgia
Louisianna
Mississippi
Missouri
North Carolina
South Carolina
Tennessee

OFFICE LOCATIONS

90+ operating facilities including landfills and transfer stations

CUSTOMERS

2 million residential
100,000 commercial
500+ cities
300+ exclusive municipal franchises

WASTE PRO TECTION

Employees are trained by law enforcement to report unusual or suspicious activity and handle potential evidence in effort to keep communities safe.

2ND CHANCE PROGRAM

Partners with Florida Department of Corrections to give career opportunities to qualified offenders who have completed their sentence in effort to reduce recidivism.

RESTORED TO NEW

Rebuild older trucks to look and run like new again to reduce environmental footprint. More than 150 trucks have been restored to new to date.

DRIVER TRAINING CENTERS

Allows drivers and helpers to undergo extensive hands-on training and simulations on various safety aspects. Located in Sanford and Atlanta.

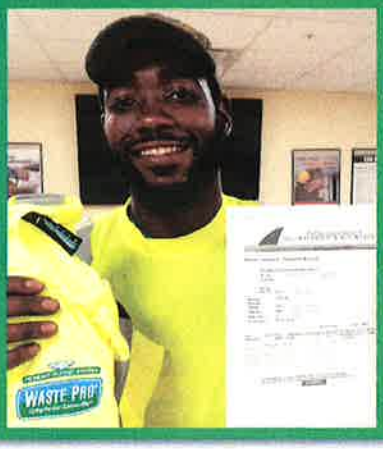
REVENUE GROWTH

IN 2001 **$0** - IN 2023 **$1.1 BILLION**

The Waste Pro CO-HEART PROGRAM:

More than 400 new CDL drivers and counting. Will you be the next?

Waste Pro's Co-Heart Program, created in 2015, allows drivers, helpers, supervisors, and any other interested Waste Pro staff to earn their commercial driver's license (CDL). The tests are conducted at Waste Pro's Regional Operations Center in Sanford, FL, a State-approved CDL testing site. Waste Pro is only one of two solid waste companies in the state that works with the Florida Department of Transportation to offer such a program.



Building a safe driver team one test at a time.

BUILDING FROM WITHIN

- Created in 2015
- On-site testing in Sanford, FL
- Advanced driving skills with focus on importance of safety
- Employee retention and growth
- More than 400 graduates to date
- Testing fee is reimbursed after 1 year of safe driving

WHERE WILL THE CO-HEART PROGRAM TAKE YOU?

Ask your Regional Safety Manager for more information

www.wasteprousa.com | @waste_pro_usa | wasteprousacorp
Corp. Headquarters: 2101 W. SR 434, 3rd Floor, Longwood, FL 32779 | Phone: 407-869-8800

FIVE-STAR SERVICE FROM THE MOBILE/SPANISH FORT CREWS!

WASTE PRO®
Caring For Our Communities

Brad Stephen runs our route- Spanish Fort 0004598. He picks up garbage in a timely manner and is so sweet to our family. He even came to the door to ensure we had everything we needed. So personable!

M S
★★★★★

We just moved into our new house. Brad Stephens was friendly, fast and explained all the do's and don'ts of our trash pick to avoid any potential problems. Very happy with the Waste Pro service and my route driver Brad. Outstanding.

Kelly S
★★★★★

Thank you Austin and Sylvester, for servicing our area. Please know your work does not go unnoticed and you are greatly appreciated! Keep displaying your professionalism and eagerness to the world. You're awesome!! :)

Tyess B
★★★★★

This morning, your technician, James Johnson, came to our plumbing company to empty our dumpster. One of our drivers had parked in a position, partially blocking the dumpster. Mr. Johnson asked me to watch as he maneuvered the dumpster to a safe location where he could complete his job. His skill amazed me. You have an incredibly polite, conscientious, skillful employee in Mr. Johnson. We are so thankful for the job he did.

Annette S
★★★★★

This company is great. Jamal usually drives to my area. He is always on time, professional and courteous. It may sound odd, but it really does help to know you have someone like him watching out for you. Thanks, Jamal!

Grey G
★★★★★

Big Thank you to Douglas Wilder, Operations Manager in Spanish Fort, Al he handled my situation very professionally, kept me updated, and made sure the job was to my satisfaction. also, the ladies in the office I spoke with were very nice and professional as well.

Lydia E
★★★★★

A shout out to customer service ladies named Summer and Kiri who were very professional and thorough with my situation. And a shout out to Spanish Fort WP employees who have kept me from having debris bags on my curb for more than a week. Great job, and best wishes for all those trash/tree pick-up runs! You're awesome!

Rhonda B
★★★★★

My 3 little kids LOVE to watch the garbage man and the truck with the "big claw"!!!!The man named Brad always waves and beeps the horn for them and just makes their day!!!!! We truly enjoy when he has our neighbor on his route!!!!! Thank you Mr.Brad for making the kids day!

Tiffany M
★★★★★

1. Invoice

a. Waste Pro will invoice the City of Mobile monthly at monthly unit pricing for the agreed upon number of customer residences on the service bill.
b. Waste Pro understands that we can bill per every listed customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular service day.
c. Waste Pro will bill the City for customers with two (2) carts the same as customers with one (1) cart.
d. Waste Pro will bill for customers with door-to-door service at the same rate as curbside service customers.
e. Should the City task additional services, or additional frequency of pickup, Waste Pro will itemize such additional charges at the agreed upon pricing.

2. Payment

Waste Pro understands that the City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to do so will result in payment delays.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Waste Pro of Alabama, Inc. was formed in Jefferson County on August 19, 2009. The Alabama Entity Identification number for this entity is 000-261-833. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

08/01/2023

Date

Wes Allen **Secretary of State**

20230801000010386

STATE OF ALABAMA

CONTROL NO.
6810537

MOBILE COUNTY

LICENSE NO.
2306127

ACCOUNT NO.
557310

ISSUED TO:

WASTE PRO OF FLORIDA DBA DELTA SANITATION

5859 COMMERCE LN

MILTON, FL 32583

LICENSE YEAR
2022-2023

DATE ISSUED		
10	25	2022
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
31020 JESSE RD
SPANISH FORT, AL 36527

EXPIRES
September 30, 2023
RENEW IN OCTOBER

RL:
U6 - #6810537 - T2 - P3881577 - M0

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	Construction companies or contractors ($200k+)	375.00	2.25	0.00	0.00	0.00	377.25

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue
NICK MATRANGA

Issuing Authority

	TOTAL	377.25
	MAIL FEE	1.00
	TOTAL WITH MAIL FEE	378.25

(0)

CSS

Animal License

Business License & Taxes

Accounts

Account Details

Owner Information

Filing

All Bills

Contact Us

Business License & Taxes

Account Review

WASTE PRO

Account ID	
Status	
DBA Name	
Location	
Business owner name	
Agent operator name	
Business contact name	
Business phone number	
Alternate phone number	
Fax number	
Email	
Website	

Modify Cancel

Contacts

No contacts were found for this account.

Licenses

Reference	NAICS Description	License Category	License Type	Status
	GARBAGE & SPECIAL SERVICES - HAULER RECEIPTS			ACTIVE

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855 **Client Company ID Number:** 788343

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. 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

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/ USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.

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 E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance

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. § 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:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

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. (Employer) hereby designates and appoint (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855 **Client Company ID Number:** 788343

Approved by:

Employer Waste Pro USA, Inc.	
Name (Please Type or Print) Joyce Embley	Title
Signature Electronically Signed	Date 06/06/2014
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) Joyce Embley	Title
Signature Electronically Signed	Date 06/06/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/17/2014

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855 **Client Company ID Number:** 788343

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Waste Pro USA, Inc.
Company Facility Address	2101 W SR 434 Suite 315 Longwood, FL 32779
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	592733978
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	98 site(s)

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855 **Client Company ID Number:** 788343

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	2
AR	2
FL	51
GA	6
LA	7
MS	23
NC	4
SC	1
TN	2

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 32855 **Client Company ID Number:** 788343

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Shannon Early
Phone Number	4079372666
Fax	
Email	searly@wasteprousa.com

Name	Judi Craigo
Phone Number	4079372635
Fax	
Email	jcraigo@wasteprousa.com

Mr. Donald Rose
Purchasing Director
City of Mobile

August 14, 2023

RE: City of Mobile Bid 5828 Follow Up Questions

Mr. Rose,
Thank you for the opportunity to respond to your questions posed on Friday, August 11th, 2023. We provide the following answers and would be happy to follow up with a meeting between staff and ourselves regarding any clarification that you might need.

1a – Over the weekend, our GIS/Routing team did a review of how we would lay out the preliminary garbage routes. They pulled information from the City's database and developed preliminary route maps. It appears through our routing that the Cottage Hill area has slightly more homes than was originally provided and the routing is based on the increased number totaling 6,126 homes. Because of this, we would run the two ASL's four days per week just in the Cottage Hill area. This would equate to an average of 766 homes per day. Please see the attached preliminary map indicating house count and days of service. Please note that the first digit of the route number represents the days scheduled for service. Tuesday is "2", Wednesday is "3", Thursday is "4", and Friday is "5". The other two sections appear to be relatively close geographically and based on the number of homes in Kings Branch and Orchid Estates, we have sufficient equipment to pick theses areas up in two routed days. A map is also provided for your clarification. As you review the route map, route 2601 (Tuesday route 601) it does not appear to have the number of homes indicated (725). In talking to our GIS team there are mobile home parks that make up over 200 customers in this area. The dots represent the number of stops not the number of services. This makes the number of service appear low, however the services are correct.

1b – Waste Pro has smaller single axle Automated Side Loaders (ASL's) as well as small rear loading trucks if we encounter any issues with alleys or areas a large truck cannot go. The ASL's are 20 yard bodies mounted on smaller chassis, the Rear End Loader (REL's) are 16 yards bodies mounted on smaller chassis as well. A picture of both types of trucks are enclosed.

1c – We operate ASL's with one driver only. In the event we would need to employ the smaller rear load truck for tight areas we would utilize a driver and helper on this truck.

2a – Regarding trash pickup, please see the route maps as described in garbage above. The routing is laid out by days and by weeks of service. With an adjusted total of approximately 7,200 homes in the three areas, the REL's with a driver and helper supplemented by the 27 yard clam truck. There is more than enough equipment to handle this job. The REL's truck will make the first pass, will be in communication with the clam truck that will pick up any larger piles that need to be serviced after the REL makes their sweep of the area. It would be our intention to pick a pile up slightly over two cubic yards just to clean up as we go. Any piles over the limit will be tagged, and these will be submitted to the City for their handling. Does the City provide information annually to the customer on their service weeks for trash? Would Waste Pro be required to communicate any of this information?

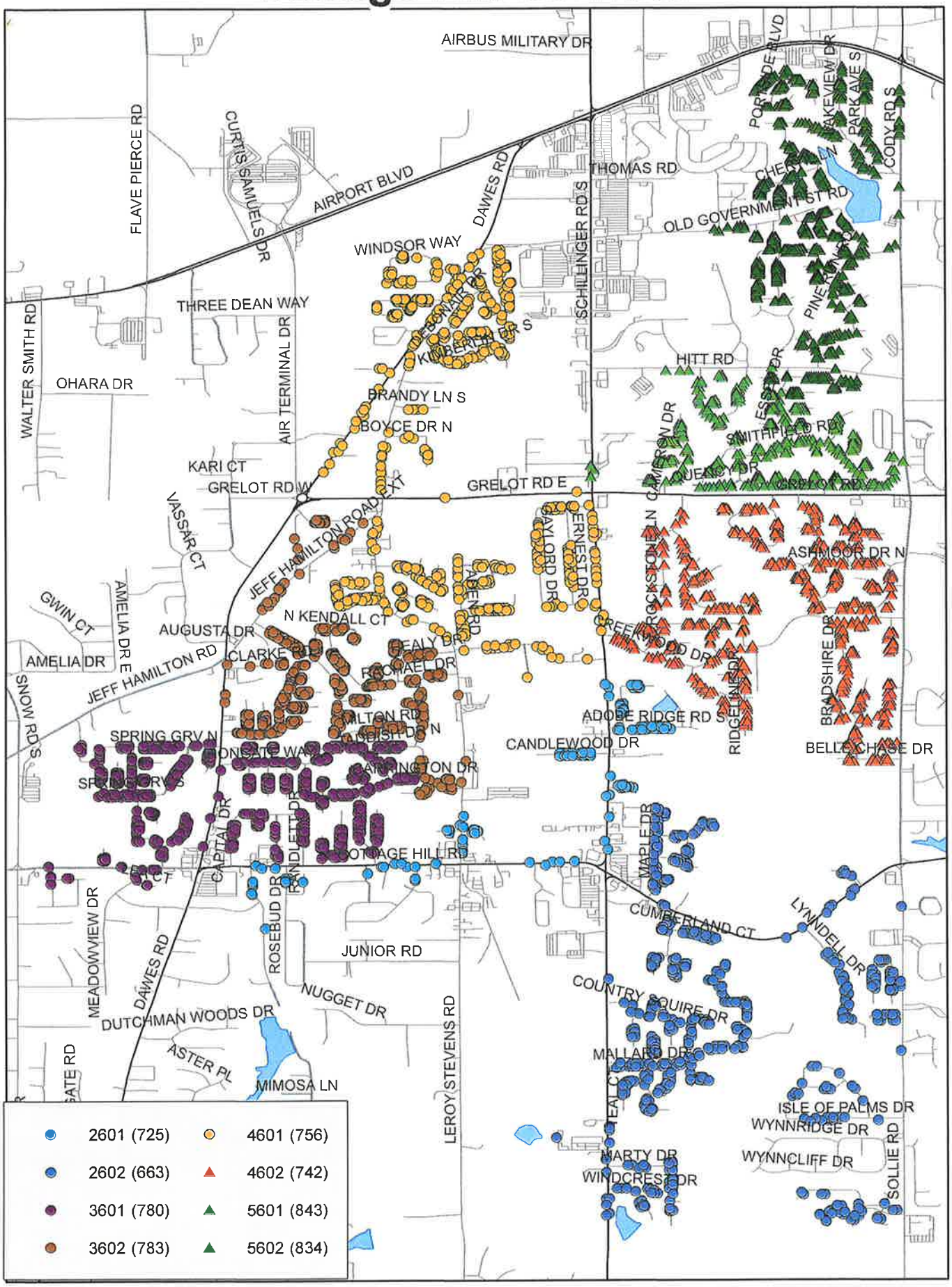
2b –We do have an account with Dirt, Inc. and currently utilize them as a disposal option in other lines of business. Jordan Scott and myself (Ralph Mills) will visit the site on Monday before we turn in these documents to you to insure that our equipment can access the facility. There should be no issues dumping a rear load truck or clam/grapple truck at this disposal site. Waste Pro also utilizes the WM Transfer facility, we are one of WM's largest disposal accounts in the Country, have a very good relationship with them and use them frequently within our Mobile operations.

3. This was not so much as reservation as it was a clarification. We asked the City during the question phase to give us what your current experience rate is on both two carts and door to door service. The City is currently servicing the incorporated area and we were trying to get an idea of what percentage of both of these services that you are currently experiencing. The two carts do not pose a problem. Based on the door to door, we would prefer to see this number not to exceed 5% but are open to discussing. The question was also posed as to how someone applies for door-to-door service currently. Does the elderly or infirmed need a doctor's note to indicated that they are not medically able to bring their cart to the curb and certify that no one able bodied person is in residents that can place the cart at the curbside for collection? Does door to door service only apply to garbage service?

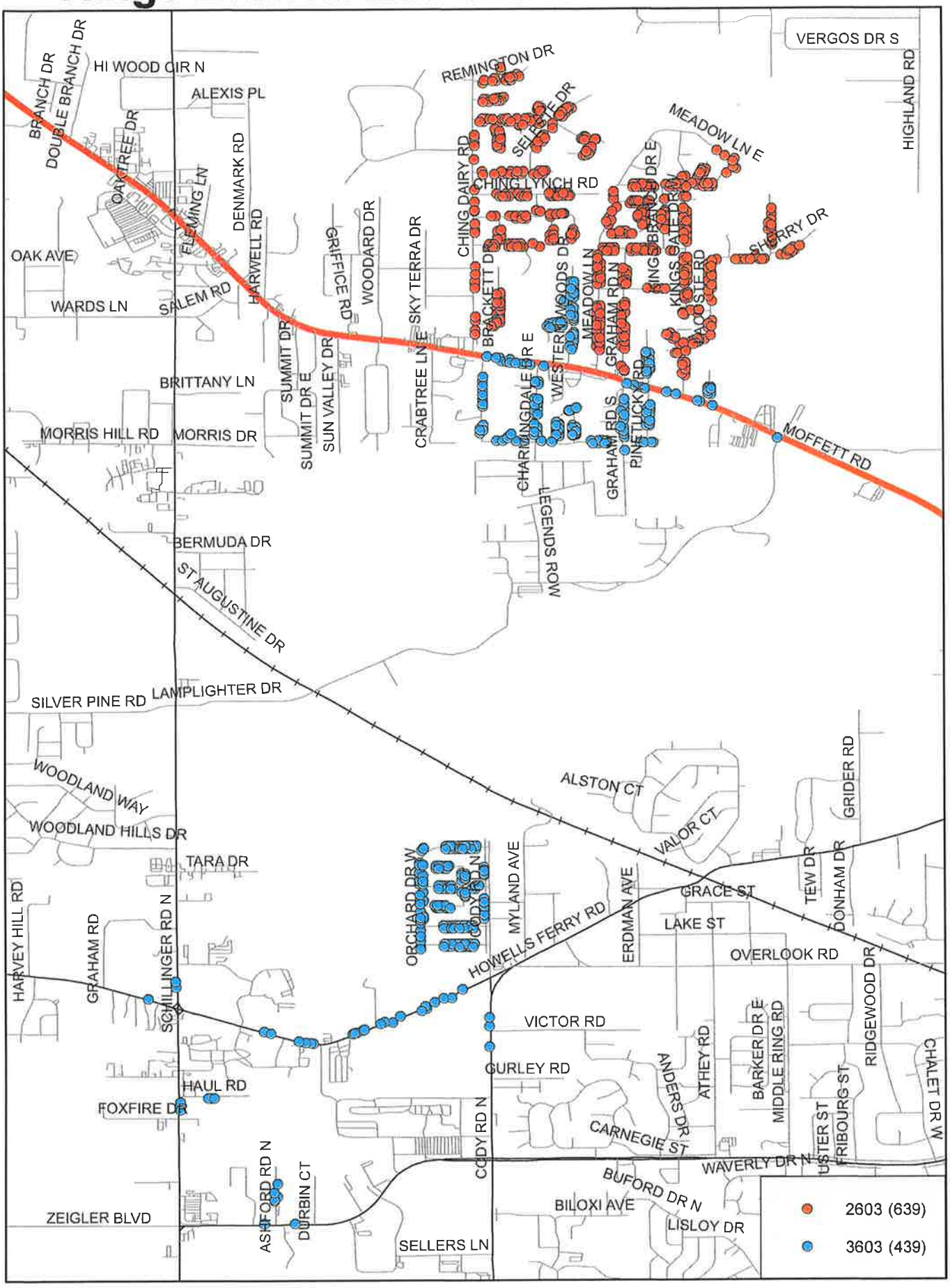
4. We currently operate 10 routes in Mobile County, as we continue to grow in the Mobile market, we have been looking for a site to lease or purchase. A leased facility has been located at 8517 Bellingrath Road in Theodore. It contains office space, truck parking, and service bays for truck work. We would welcome the opportunity to show this facility and demonstrate how it will service our needs. Ultimately, we would like to have a facility constructed as we continue to expand across Mobile area.

We are thankful for the opportunity to take on this project. We are very qualified to do this work and look forward to working with the City. We understand the importance to the City of Mobile for a strong start-up. Communications will be very important, and we will work alongside the City to make sure that the citizens know what service levels to expect, days of service, etc. If given the revised database from the City, we can tighten up the routing if needed and provide information to your cart delivery people so that the customer will get the days of service provided as the cart is delivered. If we are provided phone and or texts numbers, we can utilize our notification system known as "call-em-alls" or "text-em-alls" to the customers the day before their first service days. We will be an extension of the City of Mobile and look forward to a good partnership. We would welcome the opportunity to schedule a meeting on Monday where we could further clarify any questions the City may have.

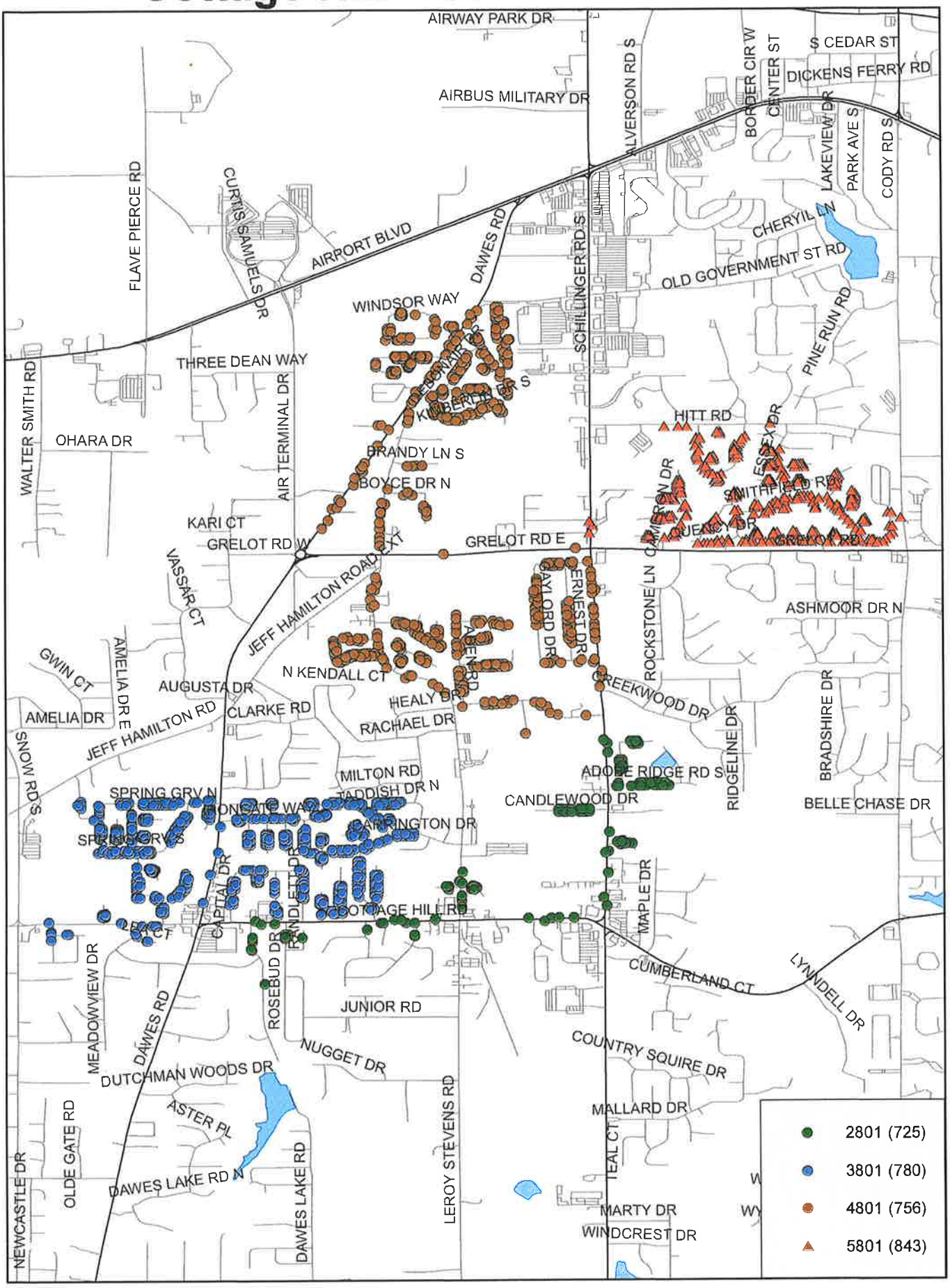
Cottage Hill Corridor



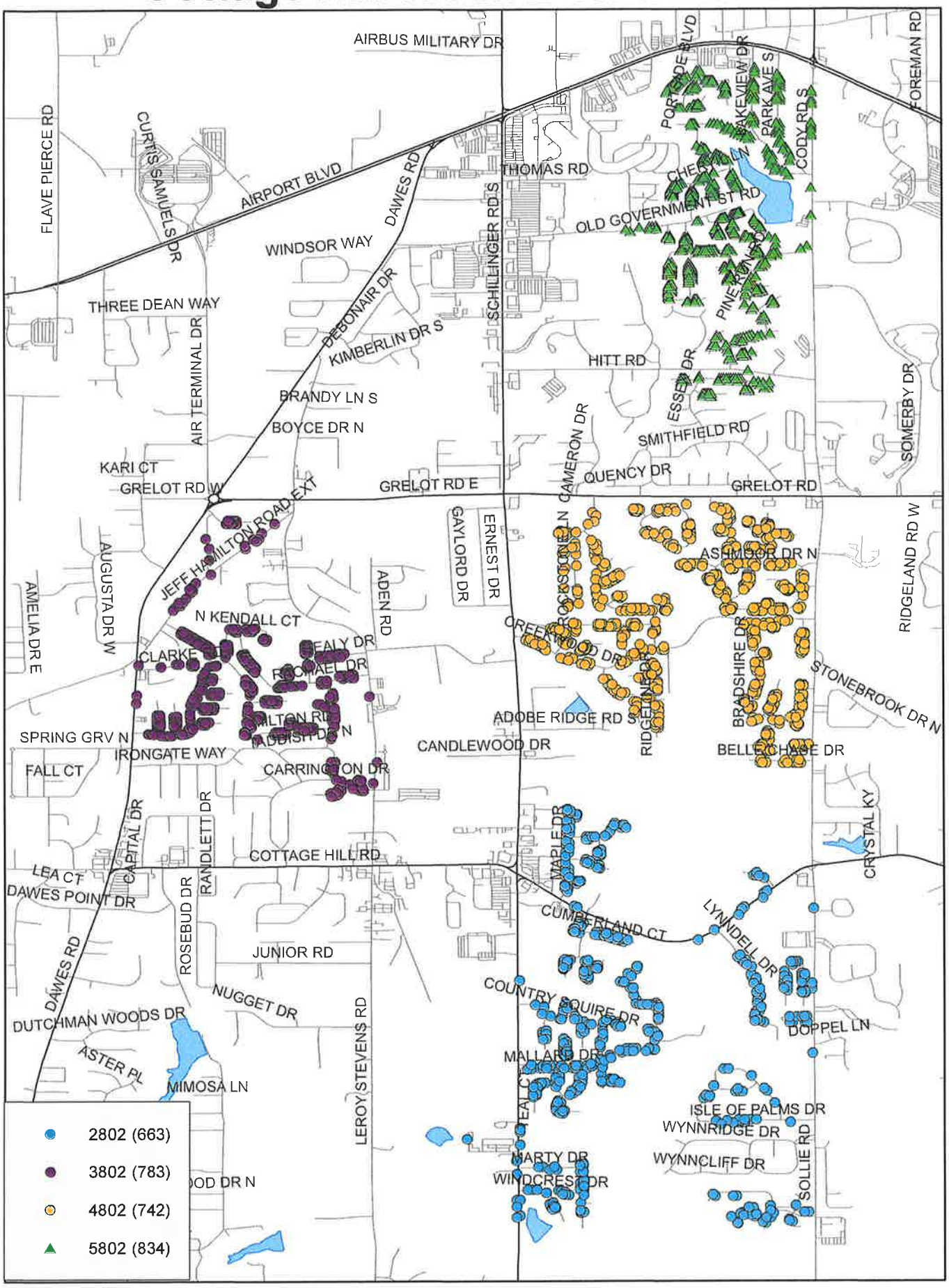
Kings Branch and Orchard Estates SW



Cottage Hill Week 1 Yard Waste



Cottage Hill Week 2 Yard Waste



Kings Branch and Orchard Estates YW

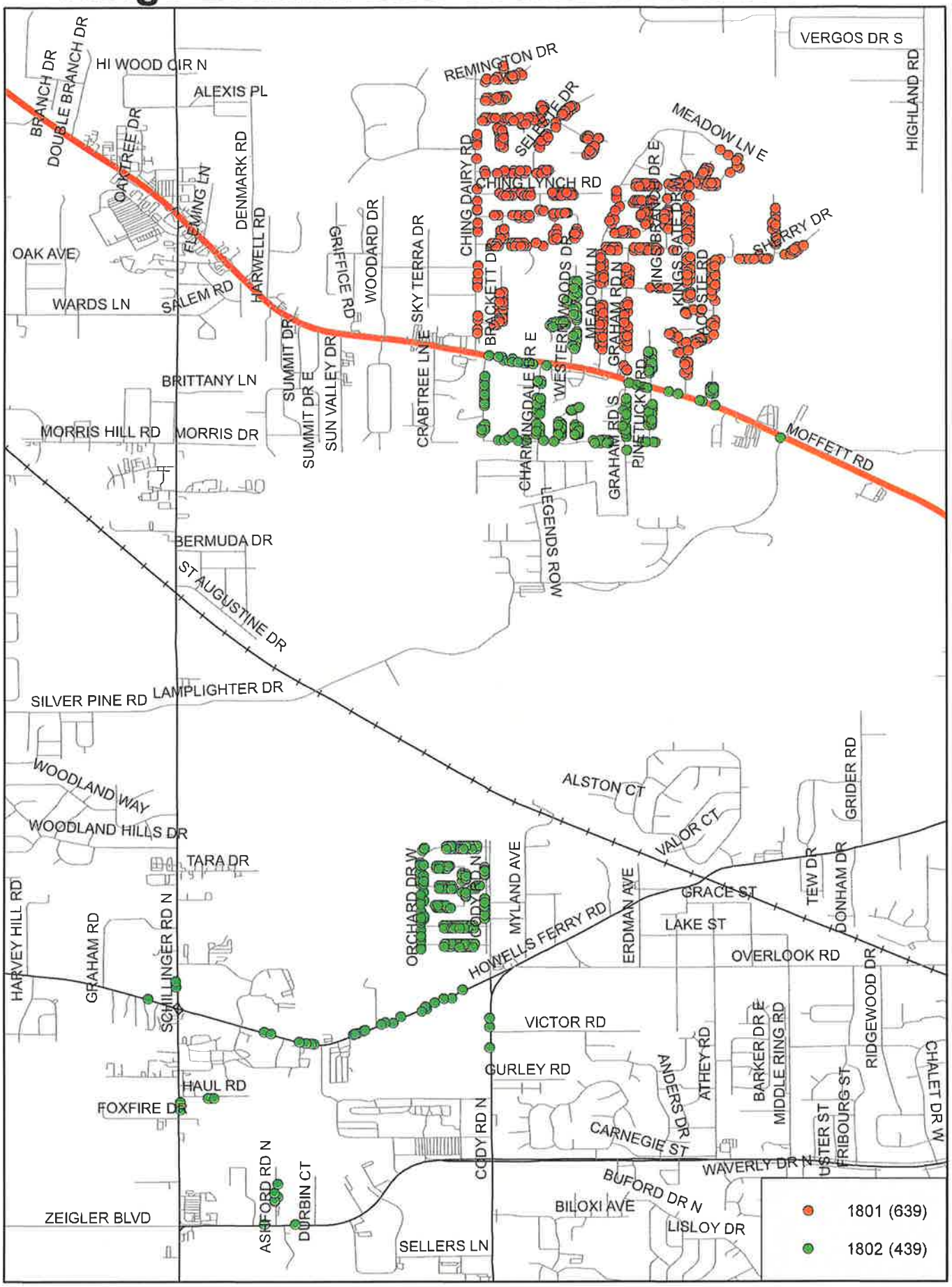


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EXHIBIT B

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	**CONTACT NAME:** Susan Vignone **PHONE (A/C, No, Ext):** 813-207-6371 **FAX (A/C, No):** **E-MAIL ADDRESS:** susan.b.vignone@marsh.com
CN105058554--GAWU-22-23	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Greenwich Insurance Company — 22322 **INSURER B :** XL Insurance America, Inc. — 24554 **INSURER C :** N/A — N/A **INSURER D :** XL Specialty Insurance Company — 37885 **INSURER E :** N/A — N/A **INSURER F :**
INSURED Waste Pro of Alabama, Inc 31020 Jesse Rd. Spanish Fort, AL 36527	

COVERAGES **CERTIFICATE NUMBER:** ATL-005635308-02 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GEC300138205	11/22/2022	11/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			RAE943788405 SIR: $2,000,000	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD300138005 (AOS) RWE943549705 (FL,GA) (SIR: $500,000)	11/22/2022 11/22/2022	11/22/2023 11/22/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Collection & Disposal of Garbage and trash for The City of Mobile

City of Mobile Alabama is/are included as additional insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER

City of Mobile, Alabama
Attn:Donald Rose
205 Government St
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Ben Reynolds.

Purpose and Scope of Project:

Approve contract with John G. Walton Construction Company, Inc. for resurfacing.

Amount of Contract:

$1,426,577.00

Funding Source

Project # C0802 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4590

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/17/2023 - 9:33 AM
Capital	Rhodes, Brenda	Approved	8/17/2023 - 12:34 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:41 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:56 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Commission District 3 Hamilton Boulevard (D4) COM
Project: 2023-3005-06

PROJECT #: C0802 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Resurfacing

CONTRACT AMOUNT: $1,426,577.00

VENDOR NAME: John G Walton Construction Company, Inc

VENDOR NUMBER: 232642

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 8/17/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

WHEREAS, bids for street resurfacing for district 4 was received and opened on June 28, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company, Inc., in the amount of $1,426,577.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company:	John G. Walton Construction Company, Inc.
Project Name:	2022 PAYGO Commission District 3, MCR2022-308 Hamilton Boulevard Resurfacing (D4)
Project Number:	2023-3005-06
Amount:	$1,426,577.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2022 PAYGO COMMISSION DISTRICT 3, MCR2022-308

HAMILTON BOULEVARD RESURFACING

PROJECT NO. 2023-3005-06

BID DATE – JUNE 28, 2023

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Supplemental Specifications X

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Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

Project Addendums ..... Attachment H

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **June 28, 2023** and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No:	2023-3005-06
Project:	HAMILTON BOULEVARD RESURFACING
Project Description:	Street Resurfacing

Plans and contract documents may be inspected and obtained from Corporate Environmental Risk Management (CERM) 2 South Water Street, Suite 300, Mobile, AL 36602 upon payment of seventy-five dollars ($75.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on ***June 23*, 2023.**

A Mandatory Pre-Bid Conference will be held at City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on June 21, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.* A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **HAMILTON BOULEVARD RESURFACING**, City of Mobile Project No. **2023-3005-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES
Tuscaloosa News – Thursday, June 15, 2023
Dothan Eagle – Wednesday, June 14, 2023
Lagniappe – Wednesday, June 21, 2023

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition,** subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **HAMILTON BOULEVARD RESURFACING**, City of Mobile Project No. **2023-3005-06**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after the time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in

Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL
Addendum Number 1

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/28/2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: HAMILTON BOULEVARD RESURFACING
Project No: 2023-3005-06
Project Description: Street Resurfacing
Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **60** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Corporate Environmental Risk Management (CERM), 2 South Water Street, Suite 300, Mobile, Alabama 36602. In order to receive consideration, the request must be received before 12:00 p.m. on June 23, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1
BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206A002	810.00	LINEAR FOOT	REMOVING CURB (INCLUDES SAW CUT, ALL DEPTHS)	One Dollar and No Cents	$1.00	$810.00
206A003	810.00	LINEAR FOOT	REMOVING CURB AND GUTTER, ALL TYPES, INCLUDES SAW CUT	Seven Dollars and Ten Cents	$7.10	$5,751.00
206A004	4,045.00	SQUARE YARD	ASPHALT REMOVAL	Two Dollars and Ninety Seven Cents	$2.97	$12,013.65
210A000	1,348.00	CUBIC YARD	UNCLASSIFIED EXCAVATION	Twenty Two Dollars and Four Cents	$22.04	$29,709.92
210D000	100.00	CUBIC YARD	BORROW EXCAVATION	Thirty Three Dollars and Thirty Two Cents	$33.32	$3,332.00
212A000	135.00	STATION	MACHINE GRADING SHOULDERS, PER STA	Thirty Dollars and Forty Eight Cents	$30.48	$4,114.80
230B000	7.00	STATION	ROADBED PROCESSING, PER STA, BOTH LANES	Eight Hundred Two Dollars and Eighty Six Cents	$802.86	$5,620.02
301A012	4,210.00	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Twenty Seven Dollars and Fifty One Cents	$27.51	$115,817.10
401A000	4,210.00	SQUARE YARD	BITUMINOUS TREATMENT, TYPE A	One Dollar and Forty One Cents	$1.41	$5,936.10
408A051	2,223.00	SQUARE YARD	PLANING EXISTING PAVEMENT, 0"-2"	Six Dollars and No Cents	$6.00	$13,338.00
429A000	6,000.00	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX. AGGREGATE SIZE MIX, 165#/SY	One Hundred Nine Dollars and Thirty Seven Cents	$109.37	$656,220.00
429A001	100.00	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING 1/2" MAX. AGGREGATE SIZE MIX, 165#/SY	One Hundred Seventy Dollars and Sixty One Cents	$170.61	$17,061.00
429A002	200.00	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER LEVELING, 1 " MAX. AGGREGATE MIX SIZE	One Hundred Thirty Two Dollars and Seven Cents	$132.07	$26,414.00
429B000	550.00	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, 1 " MAX. AGGREGATE SIZE MIX, 250#/SY	One Hundred Two Dollars and Sixty Nine Cents	$102.69	$56,479.50
429B001	550.00	TON	IMPROVED BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAX. AGGREGATE SIZE, 250#/SY	One Hundred Two Dollars and Sixty Nine Cents	$102.69	$56,479.50
600A000	1.00	LUMP SUM	MOBILIZATION	Forty Nine Thousand One Hundred Eighty Two Dollars and One Cent	$49,182.01	$49,182.01
614A000	5.00	CUBIC YARD	SLOPE PAVING	Nine Hundred Seven Dollars and Fifty Cents	$907.50	$4,537.50
618B003	50.00	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK	One Hundred Forty Five Dollars and Seventy Five Cents	$145.75	$7,287.50
620A000	5.00	CUBIC YARD	MINOR STRUCTURE CONCRETE. INCLUDES REINFORCEMENT	Three Thousand Three Hundred Dollars and No Cents	$3,300.00	$16,500.00
623B000	80.00	LINEAR FOOT	CONCRETE CURB, TYPE N	Forty Nine Dollars and Fifty Cents	$49.50	$3,960.00
623B001	35.00	LINEAR FOOT	CONCRETE CURB, TYPE N SPECIAL	One Hundred Ten Dollars and No Cents	$110.00	$3,850.00
623C000	810.00	LINEAR FOOT	CONCRETE CURB AND GUTTER, TYPE C MODIFIED	Fifty Dollars and Sixty Cents	$50.60	$40,986.00
630C000	2.00	EACH	GUARDRAIL END ANCHORS, TYPE 20 SERIES (MASH)	Three Thousand Eight Hundred Fifty Dollars and No Cents	$3,850.00	$7,700.00

650A000	588.00	CUBIC YARD	TOPSOIL	Forty Eight Dollars and Seventy Five Cents	$48.75	$28,665.00
652A000	4.00	ACRE	SEEDING	Two Thousand Two Hundred Dollars and No Cents	$2,200.00	$8,800.00
654A000	220.00	SQUARE YARD	SOLID SODDING	Five Dollars and Sixty One Cents	$5.61	$1,234.20
656A000	4.00	ACRE	MULCHING	Four Thousand One Hundred Eighty Dollars and No Cents	$4,180.00	$16,720.00
665E000	100.00	SQUARE YARD	POLYETHYLENE	Three Dollars and Thirty Cents	$3.30	$330.00
665Q000	100.00	EACH	WATTLE	Seven Dollars and Seventy Cents	$7.70	$770.00
680A000	1.00	LUMP SUM	ENGINEERING CONTROLS	Three Thousand Eight Hundred Seventy Nine Dollars and Eighty Two Cents	$3,879.82	$3,879.82
701A231	8.50	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (WITH ALL WEATHER ELEMENT)	Seven Thousand Five Hundred Sixty Two Dollars and Fifty Cents	$7,562.50	$64,281.25
701A235	6.05	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Seven Thousand Five Hundred Sixty Two Dollars and Fifty Cents	$7,562.50	$45,753.13
701A240	0.50	MILE	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Four Thousand Nine Hundred Twenty Two Dollars and Fifty Cents	$4,922.50	$2,461.25
701A245	3.40	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Four Thousand Nine Hundred Twenty Two Dollars and Fifty Cents	$4,922.50	$16,736.50
701B205	345.00	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Two Dollars and Twenty Cents	$2.20	$759.00
701C000	3.00	MILE	BROKEN TEMPORARY TRAFFIC STRIPE	One Thousand Forty Five Dollars and No Cents	$1,045.00	$3,135.00
701C001	13.00	MILE	SOLID TEMPORARY TRAFFIC STRIPE	One Thousand Forty Five Dollars and No Cents	$1,045.00	$13,585.00
703A002	3,850.00	SQUARE FOOT	TRAFFIC CONTROL MARKING, CLASS 2, TYPE A (WITH ALL WEATHER ELEMENT)	Six Dollars and Sixty Cents	$6.60	$25,410.00
703B002	304.00	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (WITH ALL WEATHER ELEMENT)	Six Dollars and Sixty Cents	$6.60	$2,006.40
705A000	572.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Five Cents	$6.05	$3,460.60
705A030	119.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	Six Dollars and Five Cents	$6.05	$719.95
705A037	542.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Five Cents	$6.05	$3,279.10
705A038	544.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Five Cents	$6.05	$3,291.20
740A000	1.00	LUMP SUM	TRAFFIC CONTROL SCHEME, COMPLETE	Nine Thousand Three Hundred Fifty Dollars and No Cents	$9,350.00	$9,350.00
742A001	2.00	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	One Thousand Nine Hundred Twenty Five Dollars and No Cents	$1,925.00	$3,850.00
999-X	1.00	LUMP SUM	WORK OF A SIMILAR NATURE, UTILIZING BID ITEMS AND UNIT PRICES, TO BE DETERMINED BY THE ENGINEER	Twenty Five Thousand Dollars and No Cents	$25,000.00	$25,000.00
			TOTAL BASE BID	One Million Four Hundred Twenty Six Thousand Five Hundred Seventy Six Dollars and Ninety Nine Cents	**$1,426,577.00**	

BID SUMMARY

	WRITTEN IN WORDS	NUMERICAL BID AMOUNT
TOTAL BASE BID	One Million Four Hundred Twenty Six Thousand Five Hundred Seventy Six Dollars and Ninety Nine Cents	$1,426,577.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY John G. Walton Construction Co., Inc.

SIGNATURE John G Walton

DATE 6/28/2023

Base Bid

Total (All items listed in Proposal) $1,426,577.00

Written in words one million four hundred twenty-six thousand five hundred seventy-seven & zero cents

Number of working days to complete 60

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John D Walton
President
JOHN G. WALTON, PRESIDENT

Business Address P.O. Box 81222 Mobile, AL 36689

Secretary

Business Address P.O. Box 81222 Mobile, AL 36689

John D Walton
Treasurer

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

20293
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That John G. Walton Construction Company, Inc.
(Name of Contractor)
1806 Wolf Ridge Road, P.O. Box 812222, Mobile, AL 36689
(Address)
as Principal, and Fidelity and Deposit Company of Maryland
(Name of Surety)
1299 Zurich Way, Schaumburg, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **HAMILTON BOULEVARD RESURFACING, City of Mobile Project No. 2023-3005-06.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____ (Date)

_____(Contracting Firm)

Witness as to Principal By: _____(SEAL)

_____ (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By_____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.
(Name of Contractor)
1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689
(Address)
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **HAMILTON BOULEVARD RESURFACING, City of Mobile Project No. 2023-3005-06.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered JUNE 28, 2023 (Date)

JOHN G. WALTON CONSTRUCTION COMPANY, INC. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Name of Surety)

COUNTERSIGNED: N/A

Alabama Resident Agent By _____
LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of April, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **RobertD. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of June, 2023.

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

Bond No. 9420765

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc. as Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million, four hundred twenty six thousand, five hundred seventy seven zero cents Dollars ($ 1,426,577.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2023 (hereinafter called the Contract) for **Hamilton Boulevard Resurfacing** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Leslie A. Paulsen, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2023.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: _____
(Signature)

ITS: Vice President
(Title)

ATTEST: _____
(Signature)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here)(Corporate name)

BY: Leslie A Paulsen
(Signature)

ITS: Leslie A. Paulsen, Attorney-In-Fact
(Title)

ATTEST: _____
(Signature)

ITS: Krystle Sharp, Bond Acct. Exec.
(Title)

Corporate Seal

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of April, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of June, 2023.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ITEM VI
PERFORMANCE BOND

Bond No. 9420765

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Fidelity and Deposit Company of Maryland
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million, four hundred twenty six thousand, five hundred seventy seven and zero cents dollars ($1,426,577.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2023, entered into a Contract with the Owner for **Hamilton Boulevard Resurfacing** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 23

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: _____
(Signature)

ITS: Vice President
(Title)

ATTEST:

_____
(Signature)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: _____
(Signature)

ITS: Leslie A. Paulsen, Attorney-In-Fact
(Title)

ATTEST:

_____
(Signature)

ITS: Krystle Sharp, Bond Acct. Exec.
(Title)

Corporate Seal

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN **all of Norcross, Georgia,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 05th day of July, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2023.

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned . non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	**CONTACT NAME:** Kelli Smith **PHONE (A/C, No, Ext):** 251-340-1771 **FAX (A/C, No):** 251-470-1050 **E-MAIL ADDRESS:** Kelli.smith@cadenceinsurance.com
INSURED JOHNGWA-01 John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Co — 16535 **INSURER B :** AlaComp — 18864 **INSURER C :** Berkley National Insurance Company — 38911 **INSURER D :** Midwest Employers Casualty Company — 23612 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 791773421 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GLO451086403	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP440192403	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			AUC023068107	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC10000178672023A PBAL155000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Rented/Leased Equipment			MIM103990552	12/31/2022	12/31/2023	Each Item Catastrophe	500,000 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured / Waiver of Subrogation Status if indicated above only applies where required by written contract and is subject to the full policy terms and conditions.
Project: 2023-3005-06
City of Mobile is additional insured with respects General Liability per attached form U-GL-117-5-F CW (04/13) and Auto Liability per attached form U-CA-825-B CW (02/14) but only as required by written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per attached form U-GL-925-B CW (12/01) and Auto Liability per attached form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applies in favor of City of Mobile with respects to General Liability per attached form U-GL-1521-B CW (01/19) and Auto Liability per attached form U-CA-832-A CW (01/13) but only as required by written contact.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4401924-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Contractors Liability Supplemental Coverages And Conditions

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet

(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph **(2)** of Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and

(b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

2. The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III** – Limits Of Insurance.

3. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph **a.** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

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a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. Paragraph **(ii)** under Paragraph **4.b.(1)** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

(ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

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b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

1. Section **II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

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(a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and

(b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph **d.** and the second to last paragraph under Paragraph **2.** of **Supplementary Payments – Coverages A** and **B** are replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph **f.** and **f.(1)** through **f.(3)** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies a person or organization for "personal and advertising injury":

(a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or

(b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or

(5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

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H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

(1) Fail to disclose all hazards existing at the inception of this policy; or

(2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

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"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section **III – Limits of Insurance**:

1. Subject to Paragraph **2.** or **3.** above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph **2.** above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs **1.** and **2.** above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
   a. The single highest Coverage Part or policy General Aggregate Limit; or
   b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,

   whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph **4. Other Insurance** under Section **IV – Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs **1.**, **2.**, and **3.** above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph **a.(1)** of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.

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Fungi Or Bacteria Exclusion Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4510864-02	Effective Date: 12/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:

1. "Fungi" or "bacteria"; or
2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".

B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.

C. For the purposes of this exclusion, the following definitions are added:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or by-products produced or released by fungi.
2. "Spores" means reproductive bodies produced by or arising out of "fungi".
3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion applies to all diseases contracted by contact with "fungi" or "bacteria" in water, water vapor or water droplets, including but not limited to Legionnaire's Disease. This exclusion does not apply to any "bodily injury" or "property damage" caused by any "fungi" or "bacteria" that are, are on, or are contained in, any other edible good or edible product intended for human or animal consumption.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: JOHN G. WALTON CONSTRUCTION COMPANY, INC.

Address (including ZIP Code):

1806 WOLF RIDGE RD

MOBILE, AL 36618-1400

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to

existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature

suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Construction Company, Inc., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: HAMILTON BOULEVARD RESURFACING
Project No: 2023-3005-06
Project Description: Street Resurfacing
Major work items include: Resurfacing

City of Mobile Project Number **2023-3005-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ One Million,Four hundred twenty six thousand, five hundred seventy seven dollars and zero cents ($1,426,577.00)** in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the Prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **CORPORATE ENVIRONMENTAL RISK MANAGEMENT, CERM.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is the City of Mobile Capital Improvement Program Funds. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: **(IF CORPORATION)**

John G. Walton Construction Co., Inc. (Print)

BY: _____

ITS PRESIDENT

Roger Dixon Vice (Print)

ATTEST:

_____

ITS SECRETARY

Blake Lamont (Print)

8/1/2023

DATE

Corporate Seal

ITEM X

SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. SECTION 305, PAY ITEM 305-A *COARSE AGGREGATE (ALDOT #1 and 8" FOR CHECK DAMS)*: SUB-SECTION 305.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted COARSE AGGREGATE shall be by the cubic yard truck bed measure. The accepted volume of COARSE AGGREGATE shall be based on certified delivery tickets as determined by truck bed measure.

6. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

7. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2006 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2012 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2012 ALDOT Standard Specifications for Highway Construction.

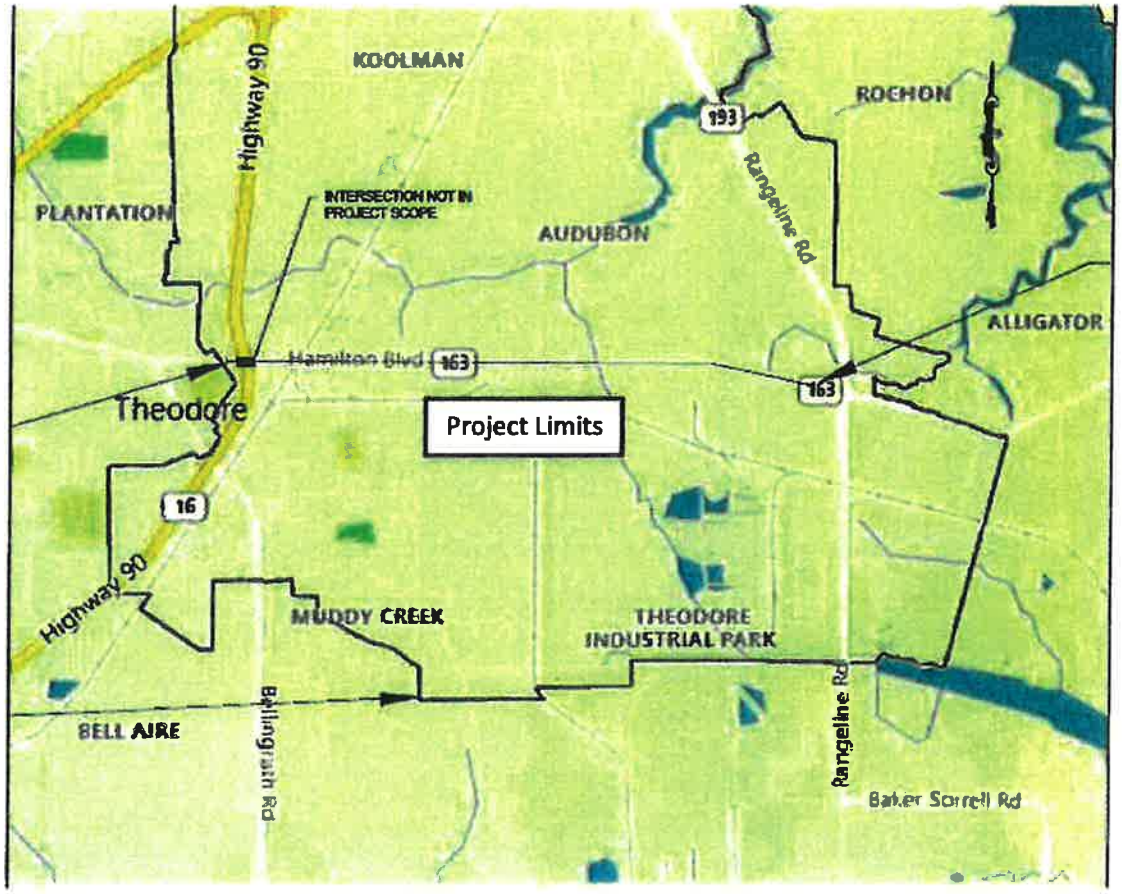
429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

ATTACHMENT "A"

LOCATION



PROJECT LOCATION
Mobile, Alabama

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John G. Walton (affiant) who, being duly sworn says as follows:

President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

John G. Walton

~~CEO~~ President of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 28th day of June, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton
Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

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	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shaun@johngwalton.com

RFP/RFQ Solicitation Number	2023-3005-06
Project Description	Hamilton Blvd Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 25% Vets 5%
	Total #of Employees 130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John G. Walton

Signature: John G Walton Date: 6/28/2023

Title: President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Debra Balams Title: Payroll Manager

E-mail:_ Phone: debra@johngwalton.com 251-342-6250

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2023-3605-06 Your Bid/Proposal Amount $ 1,426,577.00 Date: 6 / 28 / 2023

Description Hamilton Blvd Resurfacing

Name of Bidder/Proposer: John G. Walton Construction Co., Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C. Thornton		Concrete	$75,610.00	5.30%	Yes	
Coastal Environmental		Erosion Control	$26,822.00	1.90%	Yes	
G&H Construction Services		Signage + Guardrail	$19,000.00	1.33%	No	
Ozark Striping		Striping	$173,071.25	12.13%	No	

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc

Contact Person: Shaun Stapleton Phone 251-342-6250 Email shaun@johngwalton.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

Suggestions or comments to improve this program. _____

_____

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-3005-06
HAMILTON BLVD RESURFACING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. **2023-3005-06**
HAMILTON BLVD RESURFACING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

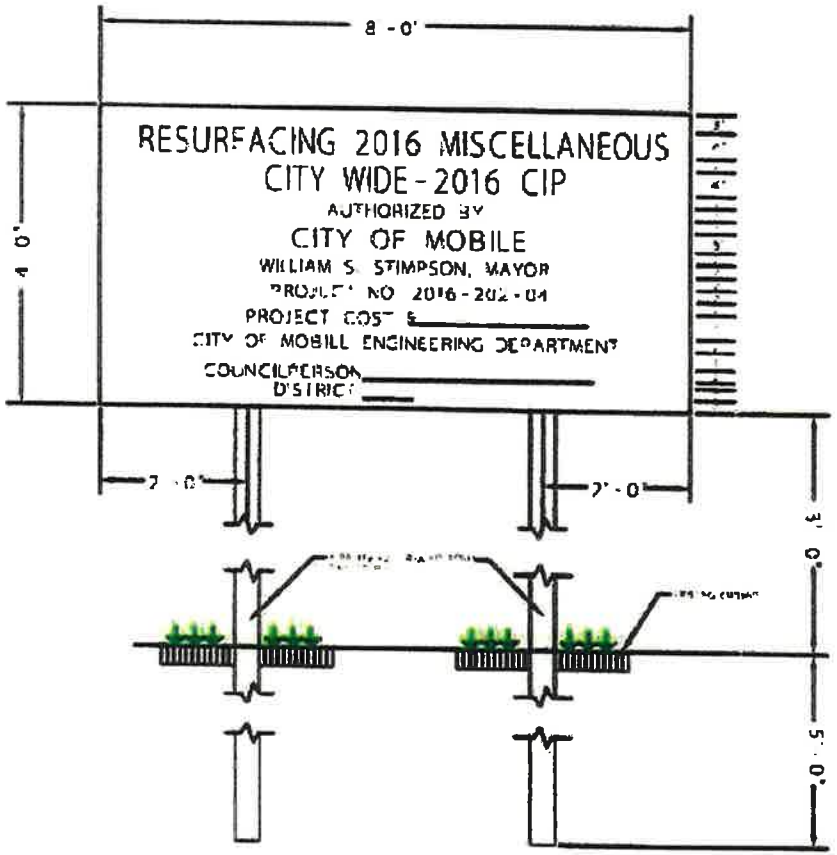
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



Note: This detail is provided as an example only. Text will be project specific.

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel

2) Sign to be placed at location directed by the Engineer

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 1
SCALE: N.T.S
DATE: NOV 20, 2013

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

March 14, 2023

City of Mobile
c/o CERM
4767 New Broad Street
Orlando, FL 32814

Attn: Yasmin Moreno, P.E.

Email: ymarino@cerm.com

Re: Project No: 2023-3005-06
Hamilton Boulevard Resurfacing
Mobile, Alabama

Ms. Moreno:

Geotechnical Engineering-Testing, Inc. (GET) has reviewed the existing conditions and performed field investigations along the approximate 3-mile section of Hamilton Boulevard. We understand that the project begins at the city limits (approximately 700 ft west of the intersection with US Highway 90) and extends to a point approximately 600 ft west of Rangeline Road. A preliminary project title sheet (provided by the project design engineer, CERM) indicating the project location is included with this report. We understand that the primary scope of the project is the resurfacing of the roadway within the project limits.

As was discussed with personnel of CERM and Mr. John Forrester, P.E., of the City of Mobile Engineering Department, our scope of work for this project included performing a brief (windshield) visual inspection of the roadway, core the roadway in select locations and the preparation of this report of our findings and recommendations.

The investigations for this project included coring the roadway and sampling the base materials at locations selected by GET engineers during the pavement condition survey. Six locations were selected for this study. The boring locations were measured with a submeter GPS unit by GET personnel to determine approximate northing and easting coordinates. These coordinates

were provided to CERM to convert to the station and offset established for this project. The core locations are shown on the attached preliminary plan sheets that were provided to us.

The cores C-1 and C-2 indicate that the travel lanes and turn lanes within the area on the west side of US Highway 90 from station 100+00 to about station 106+75 indicates that the existing asphalt pavement in this area is about 1.5 to 1.75 inches thick. There appears to be about 11 inches of granular soil base material beneath the asphalt pavements.

The cores between the west side of Highway 90 (about station 107+60) and the end of the project (station 253+67) indicate that the pavement thickness varies between about 5.75 inches to an excess of 14 inches. Most areas appear to have been constructed with granular soil base. A core taken within the five-lane section of Hamilton Boulevard between about station 243+50 and station 253+67 indicated crushed aggregate base materials.

A table of the asphalt core and base material types and thickness has been included with this report.

Based upon our visual inspection of the roadway performed by making a windshield survey and the field investigations performed by GET personnel, the following observations were noted:

- Between the project beginning (station 100+00) and the beginning of the curb and gutter section (about station 102+00), the roadway was in severe condition. There was significant high-severity alligator cracking and rutting. Numerous pavement areas have already failed causing potholes to occur. Most of these appear to have been patched.
- Between about station 102+00 and Highway 90 (about station 106+75), there was also high-severity alligator cracking and rutting. A few potholes have already developed within this area but this is slightly less severe than the previous area.
- It was also noted that between station 100+00 and about station 106+75, water is beginning to pond within the wheel paths and cross slope correction visually appears to be needed.

- Between the west side of Highway 90 (about station 106+75) and the end of the project (station 253+67), there is generally only low-severity transverse cracking. There are a couple of isolated areas where there is low-severity alligator cracking and moderate transverse cracking.

It is our opinion that the failures that were noted in the area between station 100+00 and about station 106+75 are due to significant traffic overloading that has caused pavement and base failure. Since the roadway pavement has become severely cracked and water ponds in the wheel paths, the base becomes saturated after every rainfall event proving even less support to the overlying pavement.

Based upon research of past projects performed by GET, it appears that this section of roadway was originally designed in 1993. Various pavement sections were provided in this report based upon the level of traffic. When constructed in 2000/2001, an asphalt pavement section consisting of 1.5 inches of asphalt and 8 inches of granular soil ("sand clay") base materials was selected by the owner. This pavement section would provide a structural coefficient of 1.06 in a new condition.

Based upon a review of the ALDOT website, a nearby traffic counter indicates that this section of roadway had an ADT of 12,000 vehicles per day and 4 percent truck traffic with a growth rate of approximately 1.5 percent in 2021. The traffic and truck traffic may actually be slightly higher within the project limits as more vehicles will be entering the shopping center on the north side of the road than pass the counter that was located several hundred ft west of the project limits. The traffic data obtained is included with this report.

Utilizing the current traffic data and the subgrade soil strengths for the A-2-4 and A-4 subgrade soils in this area that were utilized in our 1993 investigation will produce a required structural number of 4.13 per the ALDOT design guidelines. To obtain this required structural number by overlaying the roadway would require approximately 5.75 inches of additional asphalt. It is our opinion that this is not feasible due to the curb and gutter and driveways present in this area and the tie-ins that would be required. Therefore, we recommend that the section of roadway between station 100+00 and about 106+75 be removed and reconstructed.

Using ALDOT standard guidelines and the 1993 AASHTO Pavement Design Procedure, the DARWin Pavement Design and Analysis System software was used to compute the pavement section design required for this area of the project based upon an ADT of 12,000, 4 % TADT, a growth rate of 1.5% and a design subgrade soil strength of 9000 psi. Details of the required pavement section for the area to be reconstructed along with the input and output parameters are shown on the DARWin Pavement Design worksheets included with this report.

For this area, we recommend the following roadway section:

- ***Reconstructed Roadway Areas***

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (195 Lb/SY)

Pay Item 424B-651: Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (250 Lb/SY)

Pay Item 424B-681: Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (250 Lb/SY)

Pay Item 401A-000: Bituminous Treatment A

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Pay Item 230A-000: Roadbed Processing

Note 1: Pay Item 301A-012 should extend a minimum one (1) ft behind the back of curb or edge of pavement.

Note 2: Pay Item 230A-000 should extend a minimum two (2) ft beyond the limits of the overlying Crushed Aggregate Base layer.

If this area is fully reconstructed, we anticipate that several driveways will have to reconstructed. For these locations, we recommend the following pavement sections:

- ***Commercial Asphalt Driveway (If Applicable)***

Pay Item 424A-369: Superpave Bituminous Concrete Wearing Surface Layer, Widening, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (195 Lbs/SY)

Pay Item 424B-662: Superpave Bituminous Concrete Upper Binder Layer, Widening, 1" Maximum Aggregate Size Mix, ESAL Range C/D (250 Lb/SY)

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Note 1: Pay Item 301A-012 should extend a minimum one (1) ft behind the back of curb or edge of pavement.

- ***Commercial Concrete Driveway (If Applicable)***

Pay Item 618B-003: Concrete Driveway, 6" Thick (Includes Wire Mesh)

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Note 1: Pay Item 301A-012 should extend a minimum one (1) ft behind the back of curb or edge of pavement.

- ***Gravel Driveway (If Applicable)***

Pay Item 430B-040: Aggregate Surfacing (Crushed Aggregate Base, Type B) (6" Compacted Thickness)

Within the remaining areas of the project between about station 107+60 and station 253+67, we recommend an overlay of the existing roadway consisting of the following **minimum** pavement section. A thicker overlay may be utilized if desired by the City. A thicker overlay will provide additional pavement structure and prolong the time for the reappearance of reflective cracks.

For this area, we recommend the following **minimum** roadway section:

- ***Overlay Areas***

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (165 Lbs/SY)

On the east side of Highway 90, in the area between about station 107+60 and about 110+25, we understand that the roadway will likely be planed prior to resurfacing due to the curb and gutter that is present in this area. We recommend planing be paid for as **Pay Item 408A-052**: Planing Existing Pavement (Approximately 1.10" Thru 2.0" Thick). We recommend that the planing thickness not exceed the overlay thickness and where possible should be less than the required overlay thickness to provide additional pavement structure in this area.

We recommend constructing the roadways and pavement areas for this project in accordance with the Alabama Department of Transportation "Standard Specifications for Highway Construction", 2022 Edition.

This report has been prepared to aid in the evaluation of this site and to assist in the design of the project. The recommendations provided are based in part on the project information provided to GET and only apply to the specific project and site discussed in this report.

Please call Curt Doyle, P.E. if you have any questions regarding this report.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 3/14/2023

Attachments:

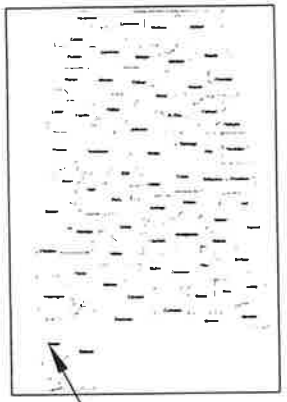
- Preliminary Project Title Sheet
- Preliminary Plan Sheet with Core Locations
- Table of Asphalt Cores
- Traffic Data
- Darwin Pavement Design Worksheets

ATTACHMENTS

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	1	15

CITY OF MOBILE

PLANS OF PROPOSED PROJECT
HAMILTON BLVD RESURFACING
MOBILE, ALABAMA
COM PROJECT NO. 2023-3005-06
JUNE 2023



INDEX TO PROJECT

VICINITY MAP
NTS

BEGIN PROJECT
STA 100+00
HAMILTON BLVD.

END PROJECT
STA 253+67
HAMILTON BLVD.

MAYOR
SANDY STIMPSON

CLERK
LISA C. LAMBERT

CITY COUNCIL

DISTRICT 1	CORY PENN
DISTRICT 2	WILLIAM CARROLL
DISTRICT 3	C.J SMALL
DISTRICT 4	BEN REYNOLDS
DISTRICT 5	JOEL DAVES
DISTRICT 6	SCOTT JONES
DISTRICT 7	GINA GREGORY

PUBLIC WORKS DIRECTOR
JAMES DELAPP

OWNER	UTILITY	CONTACT
ALABAMA POWER - MOBILE	ELECTRIC	1-888-430-5787
AT&T	PHONE	1-877-737-2478
COMCAST	FIBER	1-800-261-1691
CITY OF MOBILE WATER AND SEWER	WATER, SEWER	251-694-3100
SOUTHERN LIGHT, LLC	FIBER	251-662-1170
SPIRE GULF INC.	GAS	800-292-4008

LENGTH OF PROJECT		
DESCRIPTION	LIN. FEET	MILES
GROSS LENGTH OF PROJECT	15,367	2.91
NET LENGTH OF BRIDGES	0	0
EXCEPTIONS	200	.04
NET LENGTH OF ROADWAY	15,167	2.87

NOTE:
THESE PLANS HAVE BEEN PREPARED TO CONFORM WITH ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION DATED 2022

Prepared by

C·E·R·M
958 Dauphin Street, Mobile, AL 36604
251-690-9080
www.cerm.com

ENGINEERING DEPARTMENT
OF THE CITY OF MOBILE

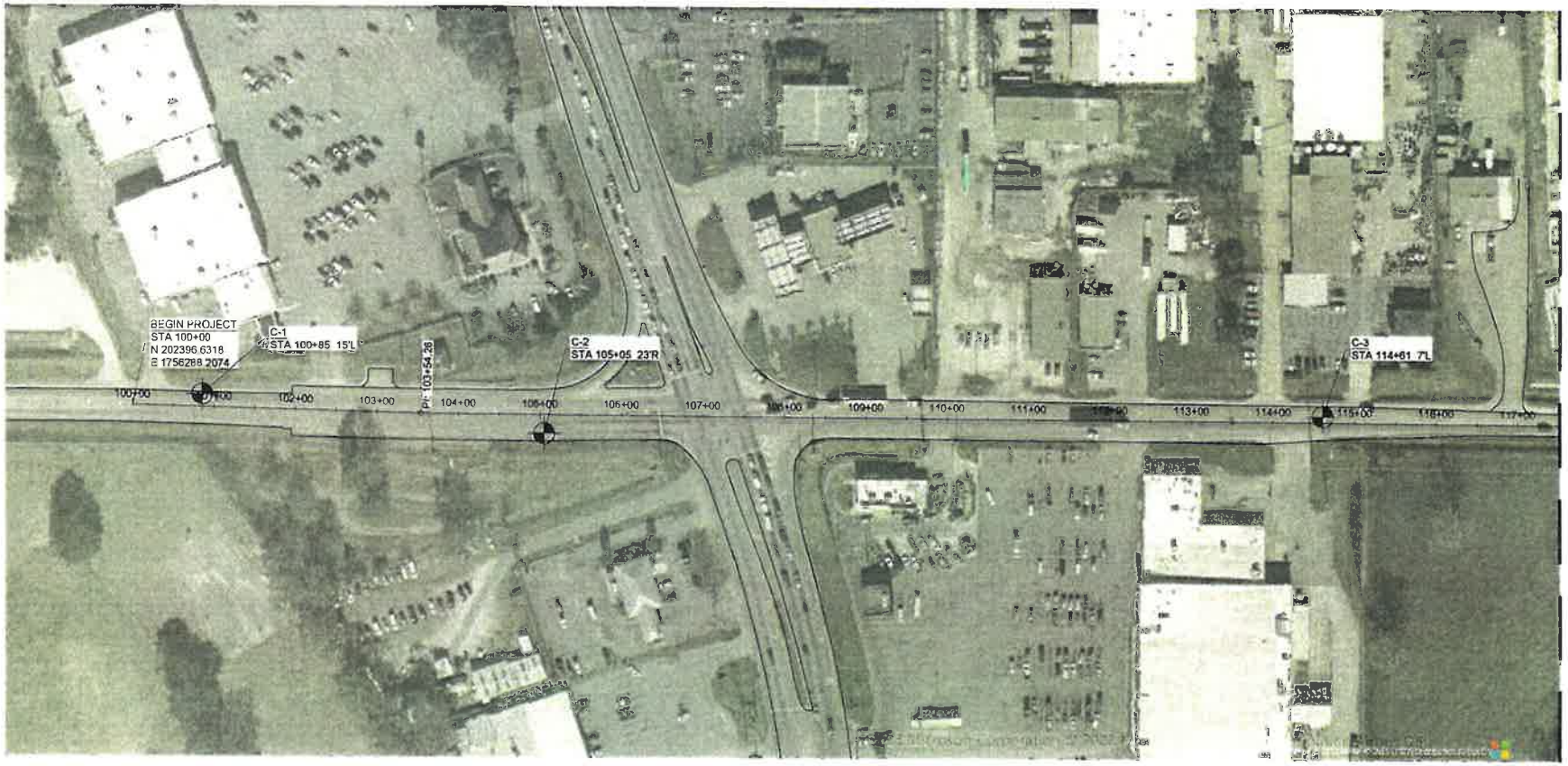
ADMINISTRATIVE APPROVAL _____ DATE _____
RICK ALBERSTON
CITY ENGINEER

PLAN SHEET

PROJECT NO. 2023-3005-06

HAMILTON BLVD.

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	5	16



MATCHLINE STA 117+50'

C·E·R·M

SHEET TITLE	ROUTE
OVERALL PLAN	HAMILTON BLVD.

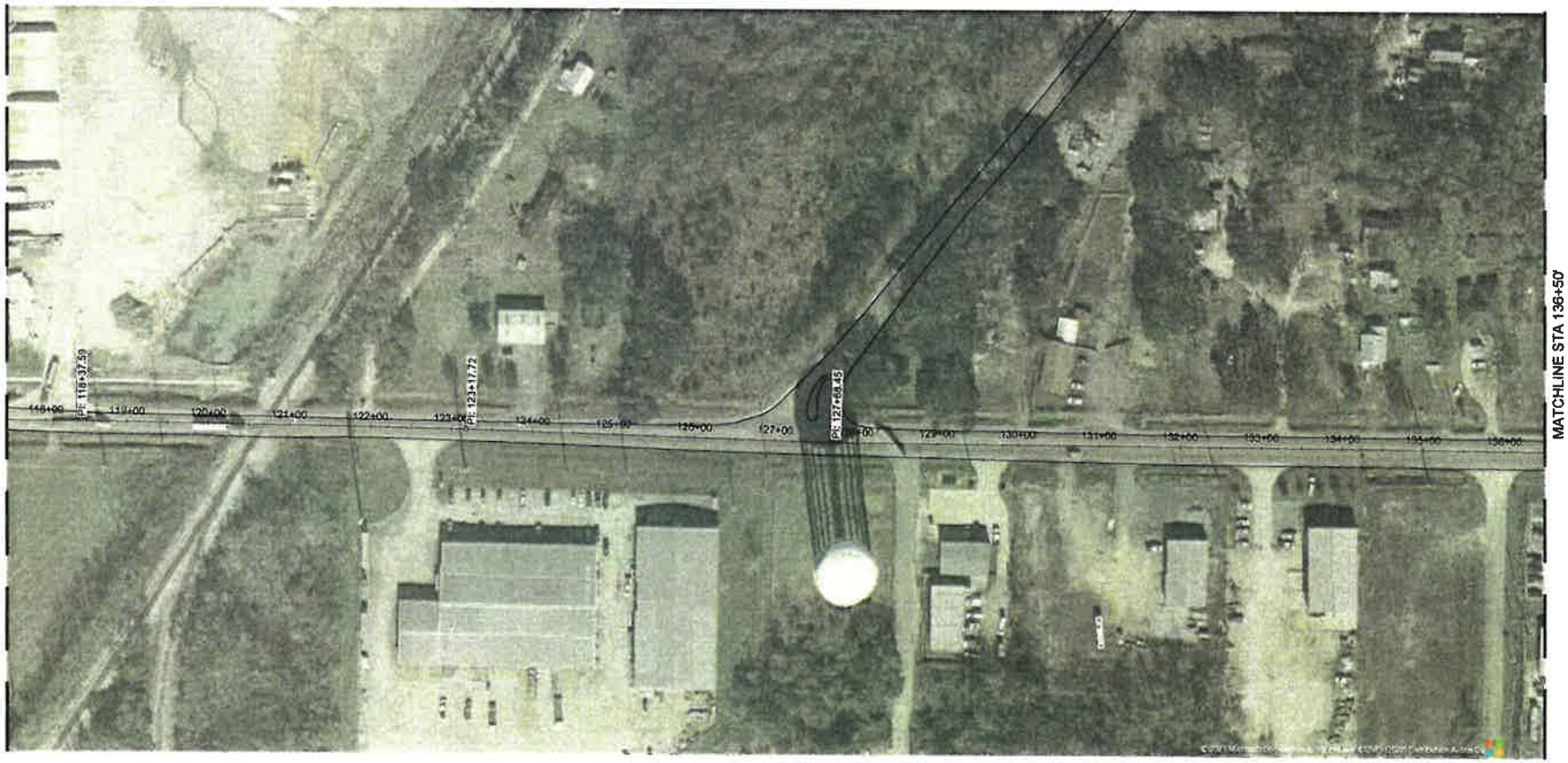
FILE PATH: G:\PROJECT OPERATIONS\PROJECTS_ACTIVE PROJECTS\2023-3005-0000 HAMILTON BLVD. RESURFACING\4_DESIGN DOCUMENTS\00 PLANS\4A-PLAN AND PROFILE DWG PLOTTED BY: MARCUS HODGE

PLAN SHEET

PROJECT NO. 2023-3005-06

HAMILTON BLVD.

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	1B	16



SHEET TITLE	ROUTE
GEOMETRIC CONTROL PLAN	HAMILTON BLVD

PLAN SHEET

PROJECT NO. 2023-3005-06

HAMILTON BLVD.

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	7	16

MATCHLINE STA 136+50'

MATCHLINE STA 156+00'

NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD.

C·E·R·M

FILE PATH: G:\PROJECT OPERATIONS\PROJECTS_ACTIVE PROJECTS\2023-3\3170-3000-HAMILTON BLVD RESURFACING\3-DESIGN DOCUMENTS\02 PLANS\PLAN AND PROFILE.DWG, PLOTTED BY: MARCUS HODGE

PLAN SHEET

PROJECT NO. 2023-3005-06

HAMILTON BLVD.

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	8	16

NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD.

FILE PATH: G:\PROJECT OPERATIONS\PROJECTS_ACTIVE PROJECTS\2023-3005-0000 HAMILTON BLVD RESURFACING\04 DESIGN\2000\MENTENG PLANS\04-PLAN AND PROFILE.DWG PLOTTED BY: MARCUS HOOD

PLAN SHEET

PROJECT NO. 2023-3005-06

HAMILTON BLVD.

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	9	16

MATCHLINE STA 175+00'

MATCHLINE STA 195+00'

NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD

C·E·R·M

FILE PATH: G:\PROJECT OPERATIONS\PROJECTS_ACTIVE PROJECTS\2023-1157D-0000 HAMILTON BLVD. RESURFACING\04 - DESIGN DOCUMENTS\02 PLANS\01-PLAN AND PROFILE.DWG PLOTTED BY: MARCUS HOOGE

PLAN SHEET

PROJECT NO. 2023-3005-06

HAMILTON BLVD.

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	10	16

MATCHLINE STA 195+00'

MATCHLINE STA 215+50'

NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD.

C·E·R·M

FILE PATH: G:\PROJECT OPERATIONS\PROJECTS_ACTIVE PROJECTS\2023-1157-0000 HAMILTON BLVD_RESURFACING\04 - DESIGN DOCUMENTS\02 PLANS\04-PLAN AND PROFILE.DWG PLOTTED BY: MARCUS HOOKE

PLAN SHEET

PROJECT NO. 2023-3005-06

HAMILTON BLVD.

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	11	16

MATCHLINE STA 215+50'

MATCHLINE STA 236+00'

NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD.

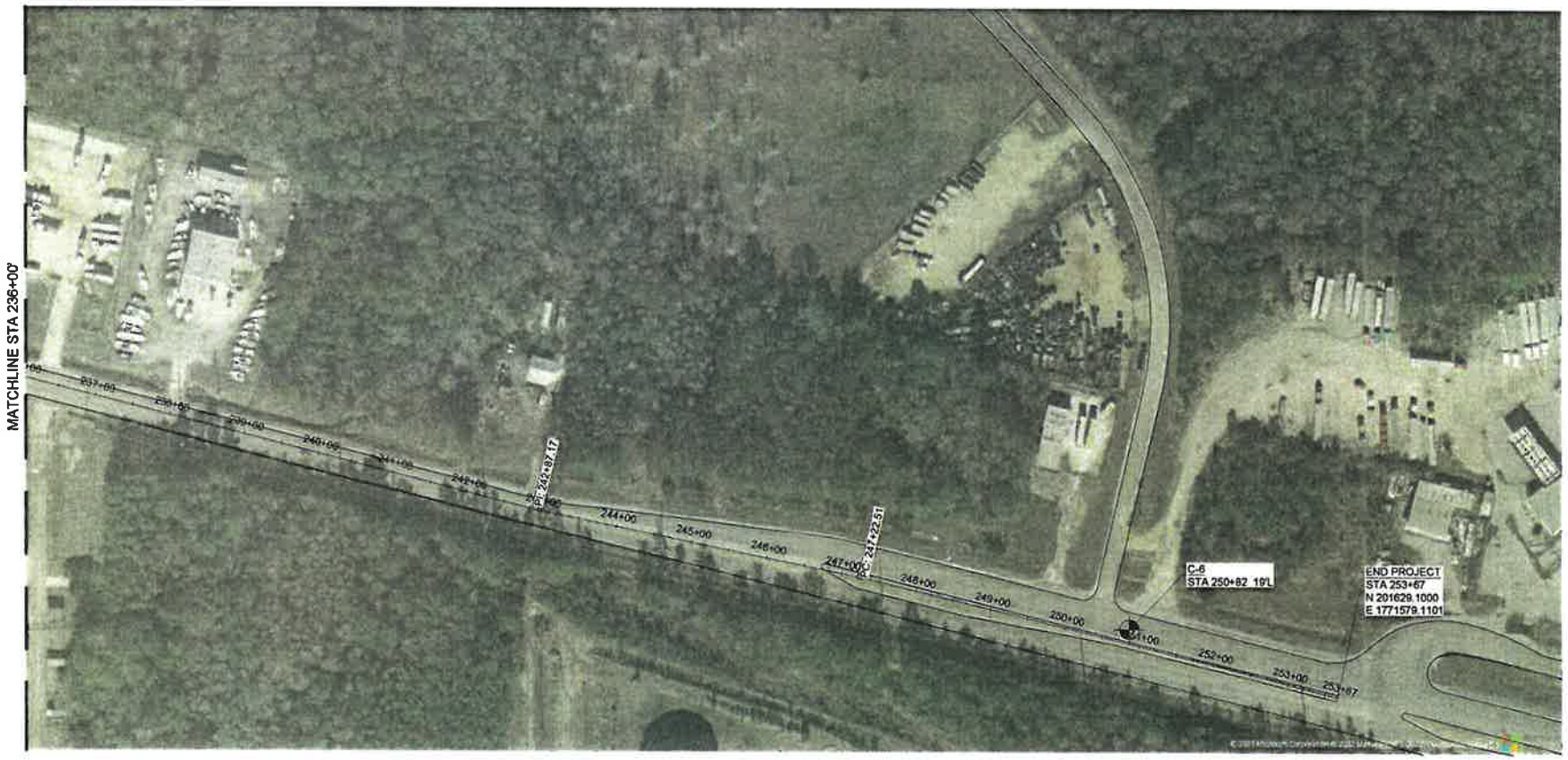
C·E·R·M

FILE PATH: G:\PROJECT OFFICE\TOC\2023\PROJECTS\3_ACTIVE PROJECTS\2023-3005-06 HAMILTON BLVD RESURFACING\02 - DESIGN\DOCUMENTS\02 PLANS\PLAN AND PROFILE.DWG, PLOTTED BY: MARCUS HOOD

PLAN SHEET

PROJECT NO. 2023-3005-06
HAMILTON BLVD.

PROJECT NO	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	12	16



NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD

C·E·R·M

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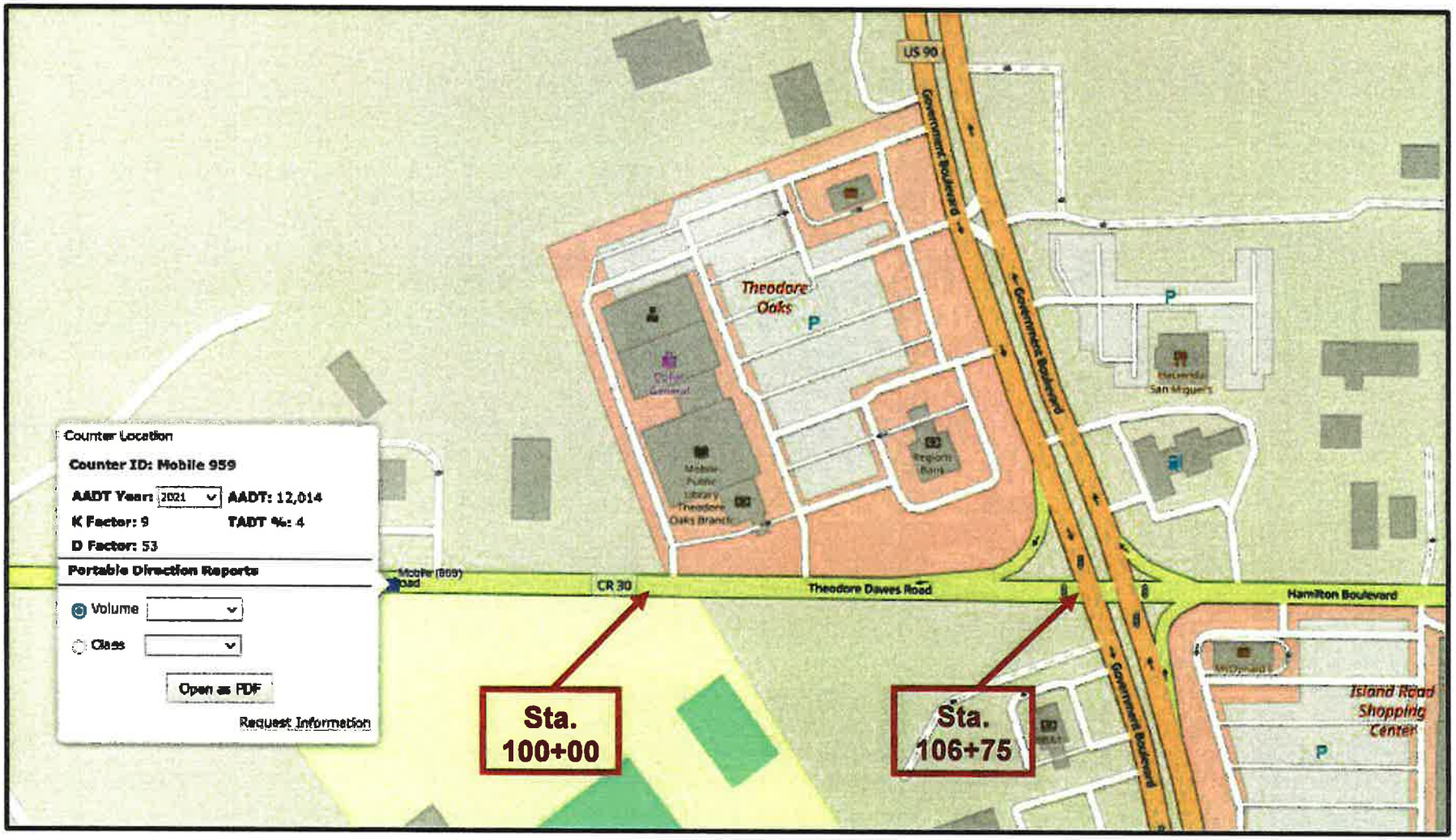
TABULATION OF ASPHALT THICKNESS
COM PROJECT # 2023-3005-06
HAMILTON BOULEVARD RESURFACING

Boring	Road	Approx. Station	Approx. Offset	Asphalt Thickness (Inches)	Base Thickness (Inches)	Remarks
C-1	Hamilton Boulevard	100+86	15' L	1.75	11.0	Granular Soil Base
C-2	Hamilton Boulevard	105+05	24' R	1.5	11.0	Granular Soil Base
C-3	Hamilton Boulevard	114+61	7' L	5.75	8.0	Granular Soil Base
C-4	Hamilton Boulevard	154+47	14' R	>14		Core Exceeded Barrel Length
C-5	Hamilton Boulevard	196+58	18' L	11.5	4.0	Granular Soil Base
C-6	Hamilton Boulevard	250+83	20' L	6.0	6.0	Crushed Aggregate Base



Source – Alabama Department of Transportation website

GEOTECHNICAL ENGINEERING TESTING, INC.	Hamilton Boulevard Resurfacing Project No: 2023-3005-06	Traffic Data (Obtained from ALDOT Website)

1993 AASHTO Pavement Design

DARWin Pavement Design and Analysis System

A Proprietary AASHTOWare Computer Software Product

Geotechnical Engineering-Testing, Inc.

Flexible Structural Design Module

Project No: 2023-3005-06

Hamilton Boulevard Resurfacing
Mobile, Alabama

Station 100+00 to Approx. Station 106+75

Flexible Structural Design

18-kip ESALs Over Initial Performance Period	1,239,449
Initial Serviceability	4.2
Terminal Serviceability	3
Reliability Level	90 %
Overall Standard Deviation	0.49
Roadbed Soil Resilient Modulus	9,000 psi
Stage Construction	3
Calculated Design Structural Number	4.13 in

Rigorous ESAL Calculation

Performance Period (years)	12
Two-Way Traffic (ADT)	12,000
Number of Lanes in Design Direction	2
Percent of All Trucks in Design Lane	100 %
Percent Trucks in Design Direction	50 %

Vehicle Class	Percent of ADT	Annual % Growth	Average Initial Truck Factor (ESALs/ Truck)	Annual % Growth in Truck Factor	Accumulated 18-kip ESALs over Performance Period
2	96	1.5	0.0002	0	5,487
5	4	1.5	1.0794	0	1,233,962
Total	100	-	-	-	1,239,449

Growth	Compound
Total Calculated Cumulative ESALs	1,239,449

Specified Layer Design

Layer	Material Description	Struct Coef. (Ai)	Drain Coef. (Mi)	Thickness (Di)(in)	Width (ft)	Calculated SN (in)
1	424A-360, Wear, 1/2" Mix, 195 #/SY	0.54	1	1.75	-	0.95
2	424B-651, UBL 1" Mix, 250 #/SY	0.54	1	2.25	-	1.22
3	424B-681, LBL 1" Mix, 250 #/SY	0.54	1	2.25	-	1.22
4	Crushed Agg Base	0.14	0.94	6	-	0.79
Total	-	-	-	12.25	-	4.16

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 6/28/2023

Name of Project: Hamilton Boulevard Resurfacing
Project Number: 2023-3005-06

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 30,000.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder John G. Walton Construction Co., Inc.

Mailing Address P.O. Box 81222 Mobile, AL 36689

***By (Legal Signature)** John D Walton

*Name (type or print) John G. Walton (Seal)

*Title President

Telephone Number 251-342-6250

PROJECT ADDENDUM

ADDENDUM NUMBER 1

June 23, 2023

CITY OF MOBILE

HAMILTON BOULEVARD RESURFACING
PROJECT NUMBER 2023-3005-06

DATE TO RECEIVE BIDS: June 28, 2023 @ 2:30 P.M.

1. The Pay Item 405A000 Tack Coat has been **removed** from the proposal. Tack Coat is a subsidiary obligation of asphalt placement.

2. The Pay Item 429A002 Improved Bituminous Concrete Upper Binder Layer, LEVELING, 1" Max. Aggregate Size Mix has been **added** to the proposal.

3. The Pay Item 618B001 Concrete Driveway, 5" Thick has been **replaced** with Pay Item 618B003 Concrete Driveway, 6' Thick.

4. The Pay Item 630C000 Guardrail End Anchors, has been **modified** to Pay Item 630C000 Guardrail End Anchors, Type 20 Series (MASH).

5. The Pay Item 680A000 Engineering Controls has been **added** to the proposal.

6. Special Provision Note Number 44 has been **removed** and the asphalt index will apply to this project.

7. The Disadvantaged Business Enterprise (DBE) requirement has been lowered from 15% to 5% for this project. The reduction waiver is attached to this addendum.

NOTES:

1. The permanent striping shall be 3M Connected Roads All Weather Elements Series 50. The specification for this application is attached to this addendum.

2. The proposed closure and detour of the Theodore Dawes Road section shall be coordinated with The City of Mobile Traffic Engineering Department. The suggested detour includes Carol Plantation Road to Hwy. 90, this detour route will need to be coordinated with City of Mobile Traffic Engineering.

3. While the closure of Theodore Dawes Road is underway, the contractor shall plan to work seven (7) days a week in order to reopen this section of roadway and cancel the project detour as quickly as possible.

4. There are no traffic loops within the project limits.

5. The sign in sheet from the Pre-Bid Meeting held on Wednesday, June 21, 2023, is attached for your records.

NOTE: A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID, ATTACH THE ACKNOWLEDGEMENT RECEIPT TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT (CERM)

APPROVED: Patrick H. Hill III

DATE: June 23, 2023

PATRICK H. HILL III, PE

BIDDER: John C. Watton Const.

BY: [signature]

DATE: 6/26/2023

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NUMBER 1 BY EMAILING THE SIGNED COPY TO THE ENGINEER'S OFFICE (DWARREN@CERM.COM) BY 11:00A.M., TUESDAY JUNE 27, 2023.

ITEM III
PROPOSAL
Addendum Number 1

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/28/2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: HAMILTON BOULEVARD RESURFACING
Project No: 2023-3005-06
Project Description: Street Resurfacing
Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **60** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Corporate Environmental Risk Management (CERM), 2 South Water Street, Suite 300, Mobile, Alabama 36602. In order to receive consideration, the request must be received before 12:00 p.m. on June 23, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1
BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206A002	810.00	LINEAR FOOT	REMOVING CURB (INCLUDES SAW CUT, ALL DEPTHS)	One Dollar and No Cents	$1.00	$810.00
206A003	810.00	LINEAR FOOT	REMOVING CURB AND GUTTER, ALL TYPES, INCLUDES SAW CUT	Seven Dollars and Ten Cents	$7.10	$5,751.00
206A004	4,045.00	SQUARE YARD	ASPHALT REMOVAL	Two Dollars and Ninety Seven Cents	$2.97	$12,013.65
210A000	1,348.00	CUBIC YARD	UNCLASSIFIED EXCAVATION	Twenty Two Dollars and Four Cents	$22.04	$29,709.92
210D000	100.00	CUBIC YARD	BORROW EXCAVATION	Thirty Three Dollars and Thirty Two Cents	$33.32	$3,332.00
212A000	135.00	STATION	MACHINE GRADING SHOULDERS, PER STA	Thirty Dollars and Forty Eight Cents	$30.48	$4,114.80
230B000	7.00	STATION	ROADBED PROCESSING, PER STA, BOTH LANES	Eight Hundred Two Dollars and Eighty Six Cents	$802.86	$5,620.02
301A012	4,210.00	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Twenty Seven Dollars and Fifty One Cents	$27.51	$115,817.10
401A000	4,210.00	SQUARE YARD	BITUMINOUS TREATMENT, TYPE A	One Dollar and Forty One Cents	$1.41	$5,936.10
408A051	2,223.00	SQUARE YARD	PLANING EXISTING PAVEMENT, 0"-2"	Six Dollars and No Cents	$6.00	$13,338.00
429A000	6,000.00	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX. AGGREGATE SIZE MIX, 165#/SY	One Hundred Nine Dollars and Thirty Seven Cents	$109.37	$656,220.00
429A001	100.00	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING 1/2" MAX. AGGREGATE SIZE MIX, 165#/SY	One Hundred Seventy Dollars and Sixty One Cents	$170.61	$17,061.00
429A002	200.00	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER LEVELING, 1 " MAX. AGGREGATE MIX SIZE	One Hundred Thirty Two Dollars and Seven Cents	$132.07	$26,414.00
429B000	550.00	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, 1 " MAX. AGGREGATE SIZE MIX, 250#/SY	One Hundred Two Dollars and Sixty Nine Cents	$102.69	$56,479.50
429B001	550.00	TON	IMPROVED BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAX. AGGREGATE SIZE, 250#/SY	One Hundred Two Dollars and Sixty Nine Cents	$102.69	$56,479.50
600A000	1.00	LUMP SUM	MOBILIZATION	Forty Nine Thousand One Hundred Eighty Two Dollars and One Cent	$49,182.01	$49,182.01
614A000	5.00	CUBIC YARD	SLOPE PAVING	Nine Hundred Seven Dollars and Fifty Cents	$907.50	$4,537.50
618B003	50.00	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK	One Hundred Forty Five Dollars and Seventy Five Cents	$145.75	$7,287.50
620A000	5.00	CUBIC YARD	MINOR STRUCTURE CONCRETE. INCLUDES REINFORCEMENT	Three Thousand Three Hundred Dollars and No Cents	$3,300.00	$16,500.00
623B000	80.00	LINEAR FOOT	CONCRETE CURB, TYPE N	Forty Nine Dollars and Fifty Cents	$49.50	$3,960.00
623B001	35.00	LINEAR FOOT	CONCRETE CURB, TYPE N SPECIAL	One Hundred Ten Dollars and No Cents	$110.00	$3,850.00
623C000	810.00	LINEAR FOOT	CONCRETE CURB AND GUTTER, TYPE C MODIFIED	Fifty Dollars and Sixty Cents	$50.60	$40,986.00
630C000	2.00	EACH	GUARDRAIL END ANCHORS, TYPE 20 SERIES (MASH)	Three Thousand Eight Hundred Fifty Dollars and No Cents	$3,850.00	$7,700.00

650A000	588.00	CUBIC YARD	TOPSOIL	Forty Eight Dollars and Seventy Five Cents	$48.75	$28,665.00
652A000	4.00	ACRE	SEEDING	Two Thousand Two Hundred Dollars and No Cents	$2,200.00	$8,800.00
654A000	220.00	SQUARE YARD	SOLID SODDING	Five Dollars and Sixty One Cents	$5.61	$1,234.20
656A000	4.00	ACRE	MULCHING	Four Thousand One Hundred Eighty Dollars and No Cents	$4,180.00	$16,720.00
665E000	100.00	SQUARE YARD	POLYETHYLENE	Three Dollars and Thirty Cents	$3.30	$330.00
665Q000	100.00	EACH	WATTLE	Seven Dollars and Seventy Cents	$7.70	$770.00
680A000	1.00	LUMP SUM	ENGINEERING CONTROLS	Three Thousand Eight Hundred Seventy Nine Dollars and Eighty Two Cents	$3,879.82	$3,879.82
701A231	8.50	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (WITH ALL WEATHER ELEMENT)	Seven Thousand Five Hundred Sixty Two Dollars and Fifty Cents	$7,562.50	$64,281.25
701A235	6.05	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Seven Thousand Five Hundred Sixty Two Dollars and Fifty Cents	$7,562.50	$45,753.13
701A240	0.50	MILE	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Four Thousand Nine Hundred Twenty Two Dollars and Fifty Cents	$4,922.50	$2,461.25
701A245	3.40	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Four Thousand Nine Hundred Twenty Two Dollars and Fifty Cents	$4,922.50	$16,736.50
701B205	345.00	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Two Dollars and Twenty Cents	$2.20	$759.00
701C000	3.00	MILE	BROKEN TEMPORARY TRAFFIC STRIPE	One Thousand Forty Five Dollars and No Cents	$1,045.00	$3,135.00
701C001	13.00	MILE	SOLID TEMPORARY TRAFFIC STRIPE	One Thousand Forty Five Dollars and No Cents	$1,045.00	$13,585.00
703A002	3,850.00	SQUARE FOOT	TRAFFIC CONTROL MARKING, CLASS 2, TYPE A (WITH ALL WEATHER ELEMENT)	Six Dollars and Sixty Cents	$6.60	$25,410.00
703B002	304.00	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (WITH ALL WEATHER ELEMENT)	Six Dollars and Sixty Cents	$6.60	$2,006.40
705A000	572.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Five Cents	$6.05	$3,460.60
705A030	119.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	Six Dollars and Five Cents	$6.05	$719.95
705A037	542.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Five Cents	$6.05	$3,279.10
705A038	544.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Five Cents	$6.05	$3,291.20
740A000	1.00	LUMP SUM	TRAFFIC CONTROL SCHEME, COMPLETE	Nine Thousand Three Hundred Fifty Dollars and No Cents	$9,350.00	$9,350.00
742A001	2.00	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	One Thousand Nine Hundred Twenty Five Dollars and No Cents	$1,925.00	$3,850.00
999-X	1.00	LUMP SUM	WORK OF A SIMILAR NATURE, UTILIZING BID ITEMS AND UNIT PRICES, TO BE DETERMINED BY THE ENGINEER	Twenty Five Thousand Dollars and No Cents	$25,000.00	$25,000.00
			TOTAL BASE BID	One Million Four Hundred Twenty Six Thousand Five Hundred Seventy Six Dollars and Ninety Nine Cents	**$1,426,577.00**	

2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1

BID SUMMARY

	WRITTEN IN WORDS	NUMERICAL BID AMOUNT
TOTAL BASE BID	One Million Four Hundred Twenty Six Thousand Five Hundred Seventy Six Dollars and Ninety Nine Cents	$1,426,577.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY John G. Walton Construction Co., Inc.

SIGNATURE John G Walton

DATE 6/28/2023

Base Bid

Total (All items listed in Proposal) $1,426,577.00

Written in words one million four hundred twenty-six thousand five hundred seventy-seven & zero cents

Number of working days to complete 60

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John D Walton
President
JOHN G. WALTON, PRESIDENT

Business Address P.O. Box 81222 Mobile, AL 36689

_____
Secretary

Business Address P.O. Box 81222 Mobile, AL 36689

John D Walton
Treasurer

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

20293
State License Number

Corporate Seal

Science.
Applied to Life.™

Transportation Safety Division

3M™ Connected Roads All Weather Elements

Product Bulletin CR AWE
May 2020

Replaces Product Bulletin Series Dry, Series 50, Series 70, Series 90, and Series Wet
Dated January 2019

1 Description

3M™ Connected Roads All Weather Elements ("Elements") have been designed for use on roadways and highways, primarily as long line pavement markings. They can be used in either new marking applications or as parts of maintenance marking applications. Elements, when used with compatible binders, form markings that are highly visible, day and night, under both dry and wet weather conditions.

Table 1. 3M™ Connected Roads All Weather Elements Product Family

Series Names			
Dry White	50	90	Wet White
Dry Yellow	51	91	Wet Yellow
Dry M White	50M	70M	Wet M White
Dry M Yellow	51M	71M	Wet M Yellow
Dry E White	50E	70E	Wet E White
Dry E Yellow	51E	71E	Wet E Yellow

2 Composite optic construction

Elements consist of an outer layer of microcrystalline ceramic beads partially embedded into composite cores to help provide optimal performance under dry and/or wet conditions.

3 Specifications

3.1 Retroreflectivity

Elements, when tested according to the methods below, shall have the minimum wet and dry cup brightness values presented in Table 2.

Table 2. Minimum Initial Coefficients Of Retroreflection [cd/lx/m²]

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Dry Cup Brightness R_A, cd/lx/m²	White: 18.6 Yellow: 11.5	White: 7.4 Yellow: 4.6	White: 1.8 Yellow: 1.1	N/A
Wet Cup Brightness R_A, cd/lx/m²	N/A	White: 2.4 Yellow: 1.2	White: 4.2 Yellow: 2.1	White: 6.0 Yellow: 3.0

3.2 Retroreflectivity measurements

3.2.1 Equipment and supplies

- 200 mL to 800 mL (8 to 24 ounce) glass jar and lid
- No. 30 US mesh 200 mm (8") sieve or close equivalent
- Sieve pan
- Sieve lid
- 400 mL glass beaker
- Glass stir rod or metal spatula
- Large glass or plastic funnel (greater than 130 mm/5" top opening)
- Balance, accurate to 0.1 gram
- Metal or plastic sample weighing pans
- Concentrated Simple Green® All Purpose Cleaner
- Drying oven, set to 65°C (150°F)
- Sample cups – Glass petri dishes, approximately 50 mm to 100 mm (2 to 4") diameter and at least 12 mm (½") high
- RoadVista® 932 retroreflectometer or equivalent conforming to CIE Publication 054.2-2001 and/or ASTM E1709, capable of pointing nearly vertically down onto a sample resting on a horizontal surface with -4.0° entrance angle and 0.2° observation angle
- Wash bottle with water and soap solution – 200:1 water to pH neutral household dish-washing detergent (5 g/L)

3.2.2 Sample preparation

1. Collect a representative sample of Elements.
2. Measure out 100 grams of sample using balance.
3. Place 100 grams sample of Elements in clean glass jar and screw on lid.
4. Shake vigorously by hand for one minute to remove fines.
5. Attach sieve pan to bottom of sieve.
6. Empty jar contents onto the sieve.
7. Place lid on sieve, then swirl and shake sieve and contents for 30 seconds.
8. Remove sieve pan and lid and discard pan contents.
9. Transfer sieve contents into a clean 400 mL glass beaker, using funnel if necessary.
10. Pour or spray Simple Green® over the Elements until Elements are barely submerged.

11. Swiftly stir submerged Elements with glass rod or spatula for 20 seconds and let stand for 20 minutes. Fill the beaker to at least half way with clean water, then stir for 20 seconds.
12. Decant as much liquid from the beaker as possible without pouring out Elements.
13. Refill beaker containing Elements to at least half way with clean water, stir for 20 seconds, then decant as much liquid as possible. Repeat until rinse water is clean and clear (3-5 times).
14. Pour the Elements from the beaker onto the sieve, to remove any excess water, and spread them out evenly on the sieve screen to form a thin layer. Rinse the elements in the sieve tray with clean water to remove any remaining debris and cleaning solution. Tilt the sieve slightly to allow excess retained water to run out of the sieve.
15. Place the sieve with Elements in the 65°C (150°F) drying oven and leave until thoroughly dry (allow at least 30 minutes).
16. Remove sieve and Elements from the oven and allow to cool to room temperature.
17. Transfer enough of the cooled Elements from the sieve to a glass petri dish, using a funnel if necessary, to form an even layer of Elements about 6 mm (¼") deep.

3.2.3 Dry cup brightness test procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
3. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
6. Take a measurement and record the RA value in cd/lx/m².
7. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.2.4 Wet cup brightness test procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
2. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Using the wash bottle, gently flood and cover the Elements in the petri dish with the soap and water solution. Manually press down any Elements that float to ensure a smooth, even liquid surface above the Elements, across the entire petri dish.
6. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
7. Take a measurement and record the RA value in cd/lx/m².
8. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.3 Gradation

The gradation of Elements shall meet or be within the limits in Table 3.

Table 3. Element Gradation

US mesh	Micron	Mass percent of elements passing ASTM D1921
10	2000	95-100
14	1410	0-40
20	850	0-5

4 Elements use and binder compatibility

Table 4 presents the general compatibilities of Elements with several common pavement marking binders.

Table 4. General Compatibilities of 3M™ Connected Roads All Weather Elements

Binder	Target thickness, final dry/cured (mils, 0.001")	Elements series for high dry reflectivity	Elements series for balanced wet and dry reflectivity	Elements series for high wet reflectivity	Elements series for all wet reflectivity
High build water-borne paint	18-25+	Dry	50	90	Wet
Thermoplastic	≥90	Dry	50	90	Wet
3M LPM 5000	18-25+	Dry	50	90	Wet
Epoxy and Polyurea (excluding LPM 5000)	18-25+	Dry E	50E	70E	Wet E
Methyl Methacrylate (MMA)	20-150+	Dry M	50M	70M	Wet M

4.1 Reflective elements for high build waterborne paint

3M™ Connected Roads All Weather Elements Series Dry, 50, 90, and Wet are generally compatible with paints formulated with Dow® FASTRACK™ HD21-A binder. Since formulations may vary, users should test for ultimate compatibility and performance. Markings should be applied at a target wet thickness of at least 25 mils (0.025").

4.2 Reflective elements for thermoplastic markings

3M™ Connected Roads All Weather Elements Series Dry, 50, 90, and Wet are generally compatible with formulations based on alkyd and hydrocarbon binders with a target thickness greater than 90 mils. At a minimum, these materials should meet AASHTO M249 specifications. Since formulations may vary, users should test for ultimate compatibility and performance.

4.3 Reflective elements for epoxy and polyurea markings

3M™ Connected Roads All Weather Elements Series Dry E, 50E, 70E, and Wet E are generally compatible with formulations of epoxy and polyurea pavement markings. Since formulations may vary, users should test for ultimate compatibility and performance.

4.4 Reflective elements for 3M LPM 5000 markings

3M™ Connected Roads All Weather Elements Series Dry, 50, 90, and Wet are compatible with 3M LPM 5000 markings. Please see 3M Product Bulletin 3M LPM 5000 for further information.

4.5 Reflective elements for Methyl Methacrylate (MMA) markings

3M™ Connected Roads All Weather Elements Series Dry M, 50M, 70M, and Wet M are generally compatible with MMA pavement markings. Since formulations may vary, users should test for ultimate compatibility and performance.

5 Installation

5.1 Weather and pavement conditions

3M™ Connected Roads All Weather Elements should be applied according to the manufacturer's application guidelines for the appropriate binders.

5.2 Installation equipment

3M™ Connected Roads All Weather Elements must be installed using a double-drop Element/bead delivery system. The 3M™ Elements must be installed as the first drop of the two drop system and at a truck speed of no greater than 8 mph to minimize loss, prevent rolling, and ensure adequate sink. Contact 3M Technical Service at 1-800-553-1380 for additional information on modifying existing equipment.

5.3 Binder thickness

3M™ Connected Roads All Weather Elements should be applied at target binder thicknesses according to the guidelines presented in Table 4. Contact 3M Technical Service for product recommendations and additional application information and restrictions.

5.4 Placement of elements and beads

3M™ Connected Roads All Weather Elements and accompanying second drop beads should be applied to pavement marking binders such that the 3M™ Connected Roads All Weather Elements and beads do not roll, thus ensuring that their exposed portions are free of binder material. 3M™ Connected Roads All Weather Elements and beads should be embedded (sunk) into binders to a depth of approximately 50% of their diameter. Under-sinking the 3M™ Connected Roads All Weather Elements and beads will result in their premature loss and the optical failure of the marking. Over-sinking the Elements will result in low dry and wet brightnesses.

5.5 Typical properties

Typical initial retroreflectance values are shown in Table 5. Some variance should be expected across applications, and all values represent initial properties unless otherwise noted.

Table 5. Typical average initial coefficients of retroreflected luminance[a] [mcd/m²/lx].

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Retroreflectivity, dry average ASTM E1710	White: 1250 Yellow: 900	White: 700 Yellow: 525	White: 500 Yellow: 375	N/A
Retroreflectivity, wet recovery average ASTM E2177	N/A	White: 275 Yellow: 225	White: 375 Yellow: 300	White: 400 Yellow: 325
Retroreflectivity, wet continuous average ASTM E2832	N/A	White: 200 Yellow: 150	White: 275 Yellow: 225	White: 300 Yellow: 250

a. Typical retroreflectivity results represent average performance for smooth pavement surfaces. Results may vary due to differences in pavement type and surface roughness. Initial readings taken of "M" or "E" Elements must be performed after the treatment has been cleaned off of the Elements. Increased Elements drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces. Wet retroreflectivity testing of markings applied in grooved or recessed surfaces is difficult since water pools in recesses. In such cases, consider installing sections of pavement markings for testing on either a smooth section of the pavement surface, or on rigid panels (50 mil aluminum). If markings are applied to panels, allow them to cure, then move them carefully for retroreflectivity testing – make sure to protect the optics when transporting.

Elements with "E" and "M" designations have been treated to prevent them from over-sinking into the binder and to slow the wicking of the binder onto the Elements. This treatment causes a temporary reduction in retroreflectivity that is regained after exposure to weather and vehicle traffic. Retroreflectivity recovery may take up to 5 weeks, depending on the weather and vehicle traffic levels. Data presented in Table 5 were, therefore, taken after the treatment was cleaned off. Similarly, users should take initial retroreflectivity readings on E and M type Elements after the treatment has been cleaned off by exposure to weather and vehicle traffic. However, if spot checks are required for markings containing "E" or "M" Elements at the time of application, they should only be performed upon fully hardened markings and after the treatment has been manually cleaned off of the Elements. To remove the treatment, soak the line section to be measured with Concentrated Simple Green® All Purpose Cleaner. Let stand for 2 minutes, then rinse clean with water. Blot the line with a clean, dry cotton towel to remove excess water and allow to dry completely before performing dry or wet retroreflectivity tests.

Table 6 show typical properties for markings made with Elements.

Table 6. Other Typical Properties of 3M™ Connected Roads All Weather Elements

Property	Test Method	Expected Result
Index of refraction of ceramic beads	ASTM E1967-98	1.89 for Dry, 2.4 for Wet
Acid resistance of glass	24-hr exposure of microcrystalline ceramic beads to 1% solution (by weight) sulfuric acid	No more than 15% of beads showing distinct opaque surface upon microscopic examination

5.6 Traffic marking binder material

The marking binder shall be of quality and type as designated by governing agency. The quality binder shall be thoroughly mixed, homogeneous, and applied to the road surface per manufacturer's specifications.

5.7 3M™ Connected Roads All Weather Elements

Elements must be installed using the double-drop Element/bead delivery system. The Elements must be installed as the first drop of the double-drop system. The Elements shall be of the colour of the traffic marking binder. Elements types shall also be chosen for each binder type according to the criteria described in Table 4. The typical gradation for Elements is shown in Table 3. Contact 3M application engineering for additional installation questions.

5.8 3M™ Connected Roads All Weather Elements application rates

Minimum Elements application rates for smooth or densely-packed pavement surfaces are presented in Table 7. The application rates stated provide good initial retroreflectivity and match the longevity, or restripe frequency, of most pavement marking binder systems to which the Elements are installed. More heavily traveled roads will require greater quantities of Elements to achieve similar longevities. Rough pavement surfaces (open-graded mixes, large stone mixes, etc.) can have up to 50% more surface area than smooth surfaces. As a result, rough pavement surfaces require greater quantities of marking materials (binder, Elements, and beads) than smooth surfaces to achieve similar coverages.

Table 7. 3M™ Connected Roads All Weather Elements Application Rates

Units	Minimum for durable markings on smooth surface	Minimum for high build paint or Temporary markings on Smooth surface
Pounds per 4" lineal foot	0.018	0.009
Pounds per mile, 4" width	93	46.5
Grams per 4" lineal foot	8	4
Grams per square foot	24	12
Grams per square meter	260	130
Pounds per gallon – 20 mils ~240 ft/gal	4.2	2.1
Pounds per gallon – 25 mils ~ 190 ft/gal	3.4	1.7
Pounds/100 sq ft	5.3	2.6

Refer to Appendix on page 9 for metric measurements.

5.9 Second drop glass beads

A second drop of glass beads is necessary to improve physical characteristics, durabilities of finished markings, and assure expected track-free times. Glass beads usually provide some measure of increased visibility during dry conditions as well.

Many different glass bead gradations are currently used for pavement markings. Table 8 presents glass bead gradations appropriate for application to paint, polyurea, epoxy, 3M LPM 5000, MMA, and thermoplastic. The gradation of the second drop must meet or be within the limits in Table 8.

Table 8. Typical Gradations Of Second Drop Glass Beads

Common bead types with liquid pavement markings Bead gradations – mass percent passing (ASTM D1214)					
US Mesh	Microns	AASHTO M247 Type 1	Missouri Specification Type P[a]	FP03 718.19 Type 3	18/50 (Utah) Performance Specification
12	1700			100	
14	1410			95 - 100	
16	1180	100		80 - 95	
18	1000			10 - 40	65 - 80
20	850	95 - 100	90 - 97	0 - 5	
25	710			0 - 2	
30	600	75 - 95	60 - 87		0 - 30
40	425				
50	300	15 - 35	0 - 15		0 - 5
70	212		0 - 5		
80	180				
100	150	0 - 5			

a. A minimum of 15% of the total weight shall be from direct melt glass. All +30 US mesh beads shall be 85% minimum rounds and have a minimum crush strength of 30 lb in accordance with ASTM D1213.

Typical glass bead application rate ranges are shown in Table 9.

Table 9. Typical Glass Bead Application Rates

Binder Type Units	High Build Waterborne Paint	Polyurea / 3M LPM 5000	Epoxy[a]	MMA	Thermoplastic
Pounds per 4" lineal foot	0.026 - 0.053	0.033 - 0.053	0.05 - 0.0917	0.033 - 0.053	0.033 - 0.053
Grams per 4" lineal foot	12 - 24	15 - 24	22.7 - 41.6	15 - 24	15 - 24
Pounds per gallon - 20 mils ~240 ft/gal	6.4 - 12.8	8.0 - 12.8	12 - 22		
Pounds per gallon - 25 mils ~ 190 ft/gal	5.1 - 10.2	6.4 - 10.2	9.5 - 17.4		
Pounds/100 sq ft	7.94 - 15.87	9.92 - 15.87	15 - 27.5	9.92 - 15.87	9.92 - 15.87
Preferred bead type	Missouri Type P or 18/50 (Utah)			18/50 (Utah) or FP - 3 #718.19 Type 3	

a. Bead drop rate may be adjusted to achieve adequate track-free time. Refer to Appendix on page 9 for metric measurements.

5.10 Quality of second drop glass beads

The required glass beads shall have an index of refraction of 1.5 when tested by the immersion method at 25°C (77°F). The glass beads shall be surface treated for optimal performance with the liquid binder traffic marking. The glass beads shall have a minimum of 70% rounds as measured according to ASTM D1155. The surfaces of the glass beads shall be free of pits and scratches. The glass beads retained on a #40 U.S. mesh sieve (425 microns) shall have a minimum crush strength of 13.6 kg (30 pounds), in accordance with ASTM D1213.

6 Storage

For best results, store Elements, covered and off the ground, in a cool (4-38°C, 40-100°F), dry area, indoors or outdoors. Use Elements within one year of receipt. Follow binder and glass bead manufacturer's instructions for storage.

7 Health and safety information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheet (SDS) and/or product labels of chemicals prior to handling or use. Refer to SDSs for information regarding volatile organic compound (VOC) contents of chemical products. Consult local regulations and authorities for possible restrictions on product VOC content and/or VOC emissions.

8 Quality policy and warranty information

8.1 3M Basic Product Warranty

3M has no control over application methods or the quality of the surface to which materials are applied. Therefore, 3M's warranty for Elements shall be limited to the quality of materials supplied.

Elements are warranted ("Basic Warranty") to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this product bulletin. If the Elements are proven not to have met the Basic Warranty on their shipment date, then a buyer's exclusive remedy, and 3M's sole obligation, at 3M's option, will be refund or replacement of the Elements.

8.2 Disclaimer

THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM, OR USAGE OF TRADE.

8.3 Limitation of liability

Except for the limited remedy stated above, and except where prohibited by law, 3M will not be liable for any loss or damage arising from the use of or the inability to use the Elements or any 3M product, whether direct, indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strict liability. Before using, the user shall determine the suitability of Elements for his/her intended use and the user assumes all risk and liability whatsoever in connection therewith.

3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in our literature to a commercially available product made by another manufacturer (for example, application equipment), it shall be the user's responsibility to ascertain its effectiveness and to take any precautionary measures required for its use, as outlined by the product's manufacturer.

9 Other product information

Always confirm that you have the most current version of the applicable product bulletin, information folder, or other product information from 3M's Website at 3M.ca/RoadSafety.

10 Literature references

3M IF 5.22	All Weather Paint Application Guidelines for Elements and Glass Beads on a High-Build Waterborne Traffic Marking Paint
3M IF 5.23	3M™ Connected Roads All Weather Elements Application Guidelines for 3M Connected Roads All Weather Elements
3M IF 5.24	3M™ All Weather Thermoplastic Pavement Markings Application Guidelines
3M IF 5.28	Liquid Pavement Marking Application Guidelines Series 5000
3M PB AWP	All Weather Paint
3M PB AWT	All Weather Thermoplastic
3M PB LPM 5000	3M™ Liquid Pavement Marking Series 5000

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

Appendix – Metric Measurments

Table 7. 3M™ Connected Roads All Weather Elements Application Rates (Refer to page 6)

Units	Minimum for durable markings on smooth surface	Minimum for high build paint or Temporary markings on Smooth surface
Kilogram per 4" lineal meter	0.027	0.013
Kilogram per Kilometer, 4" width	27	13
Kilogram per sq meter	0.26	0.13
Kilogram/L - 0.508 mm	0.503	0.252
Kilogram/L - 0.635 mm	0.407	0.204
Kilograms/100 sq m	26	13

Table 9. Typical Glass Bead Application Rates (Refer to page 7)

Binder Type Units	High Build Waterborne Paint	Polyurea / 3M LPM 5000	Epoxy[a]	MMA	Thermoplastic
Kilogram per 4" lineal meter	0.0387 - 0.0789	0.0491 - 0.0789	0.0744 - 0.1365	0.0491 - 0.0789	0.0491 - 0.0789
Kilogram/L - 0.508 mm	0.767 - 1.534	0.959 - 1.534	1.438 - 2.646		
Kilogram/L - 0.635 mm	0.611 - 1.222	0.767 - 1.222	1.138 - 2.085		
Kilograms/100 sq m	38.77 - 77.48	48.43 - 77.48	73.24 - 134.27	48.43 - 77.48	48.43 - 77.48
Preferred bead type	Missouri Type P or 18/50 (Utah)			18/50 (Utah) or FP - 3 #718.19 Type 3	

a. Bead drop rate may be adjusted to achieve adequate track-free time.

For information or assistance call: 1-800-553-1380
In Canada call: 1-800-3M HELPS (1-800-364-3577)

Internet:
3M.ca/RoadSafety

3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice
All statements, technical information and recommendations contained herein are based on tests we believe to be reliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, indirect, special, or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

3M Transportation Safety Division
3M Canada
P.O. Box 5757
London, ON N6A 4T1
Canada
1-800-267-4414
3M.ca/RoadSafety

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CITY OF MOBILE
PROJECT NUMBER: 2023-3005-06
HAMILTON BOULEVARD RESURFACING

PRE-BID MEETING

Wednesday, June 21, 2023 at 10:00 a.m.

NAME	COMPANY	EMAIL	PHONE NUMBER
Noel Berry	City of Mobile	noel.berry@cityofmobile.org	251-328-5355
Brady Logan	COM	BLogan@City.of.Mobile.org	(205) 602-1017
Jake Clements	COM	jake.clements@cityofmobile.org	(251) 208
KUTCH LADNER	COM TRAFFIC	LADNERB@ "	2082940
DAVID WARREN	CERM	dwarren@cerm.com	251.232.0806
CURT DOYLE	GET	cdoyle@geotech.com	251-341-7561
PATRICIA HILL	CERM	phill@cerm.com	404.895.6028
Shaun Shugart	Mobile Asphalt Co.	sshugart@mobileasphalt.com	251-408-0770
Shaun Stapleton	John G. Walton Const.	shaun@johngwalton.com	251-342-6250
Wayne Curry	InLine	wcurry@inline.com	251-518-0113
JOHN FORRESTER	COM	forresterj@cityofmobile.org	

MOBILE ALABAMA

C·E·R·M

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-06 Current Date 6 / 22 / 23

Project Description Hamilton Boulevard Resurfacing

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Reduction of the 15% goal to a 5% goal is requested due to small quantity of subcontractor supplied pay items.

The cost of the construction contract will increase if the general contractor is required to use subcontractor forces in place of their own.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 6/22/2023 (Date)

251-208-7426 Telephone Number

nick.amberger@cityofmobile.org Email Address

Archnique Kidd, Supplier Diversity Manager
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) June 22, 2023 (Date)

Approved By (CAO)

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2023** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of **August, 2022**

186305

Michael B. Terr SECRETARY-TREASURER

CHAIRMAN

VOID

1532

C·E·R·M

TRANSMITTAL

TO: City of Mobile

ADDRESS: 205 Government Street
Mobile, AL 36602

ATTN: John Forrester, PE

PHONE: 251-402-0309

FROM: David Warren

DATE: 08-03-2023

PROJECT NAME: Hamilton Boulevard Resurfacing
COM Project Number: 2023-3005-06

Via:

U.S. MAIL __ HAND DELIVERY __X__ OTHER ____

UPS ____

Date	Project #	Description
08-03-2023	2023-3005-06	5 – Executed Contracts for the Hamilton Boulevard Resurfacing Project
08-03-2023	2023-3005-06	1 – Letter from H&H Insurance (surety)

John,

Please find attached 5 Executed Contracts for the Hamilton Boulevard Resurfacing Project for approval by the City of Mobile.

Also please find attached a letter from the John G. Walton Construction Company surety, giving the City of Mobile POA and permission to date the bonds as needed.

Please let me know if you need any additional information.

CERM appreciates this opportunity and we are looking forward to working on this project with the City of Mobile.

GULF REGIONAL OFFICE
2 South Water Street, Suite 300
Mobile, AL 36602
Phone: 251-690-9080 · Fax: 251-690-7780
cerm.com

INSURANCE SERVICES, INC.
Insurance Brokers & Consultants
3160 Campus Drive ■ Suite 100 ■ Norcross Georgia 30071
(678) 252-1470 Telephone

July 26, 2023

City of Mobile, Alabama
205 Government Street
Mobile, AL 36602

Re: **John G. Walton Construction Company, Inc.**
Bond No. 9420765
Project – Hamilton Boulevard Resurfacing
Contract Price: $1,426,577.00

To Whom It May Concern:

As a representative of Fidelity and Deposit Company of Maryland regarding the abovementioned performance and payment bonds written on behalf of John G. Walton Construction Company, Inc., I give City of Mobile, Alabama the authority to date the performance and payment bonds, as well as the Power of Attorney(s) for the above referenced project.

We would appreciate you confirming the date with us for our records.

Should you have any questions, please don't hesitate to contact me at (678) 252-1470.

Kindest Regards,

Leslie A. Paulsen
Senior Vice President and Attorney-In-Fact

Cc: John G. Walton Construction Company, Inc.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To waive the building permit fees of approximately 10 residential homes that are located in areas annexed into the City effective 7/25/23 that were previously permitted by the City of Semmes prior to 7/25/23 annexation.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	8/16/2023 - 11:48 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:08 PM
Legal	Kern, Chris	Approved	8/16/2023 - 11:48 AM

RESOLUTION

Sponsored by: Mayor Stimpson

WHEREAS, certain properties that were in the Police Jurisdiction of the City of Semmes were annexed into the City of Mobile effective July 25, 2023; and,

WHEREAS, prior to said annexation an estimated ten (10) builders of residential homes had paid for and obtained building permits from the City of Semmes; and,

WHEREAS, following the annexation the estimated ten (10) properties that are the subject of the building permits are now within the jurisdiction of the City of Mobile and subject to permitting and inspections by the City of Mobile; and,

WHEREAS, the City of Mobile desires to relieve the aforesaid builders of having to pay for two building permits issued by two separate governmental entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that building permit fees assessed by the City of Mobile are hereby waived for those residential homes that are located in areas that were annexed into the City of Mobile effective July 25, 2023 and that were permitted by the City of Semmes prior to July 25, 2023.

ADOPTED:

_____
CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Joseph Snowden, Administrative Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To provide a license for Yumul International Enterprises, LLC, to operate a sundry shop inside the secure area of the Mobile Alabama Cruise Terminal for cruise ship crewmembers.

Amount of Contract:

Revenue to the City of $27,000/3 years

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Cruise Terminal Cruise Shop	Cover Memo	8/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/17/2023 - 9:53 AM
Legal	Kern, Chris	Approved	8/17/2023 - 10:03 AM
Legal	Kern, Chris	Approved	8/17/2023 - 10:03 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract license, by and between the City of Mobile and YUMUL INTERNATIONAL ENTERPRISES, LLC, in the amount of $750 per month to be paid to the City of Mobile, for one year, and renewable for two additional one-year periods without further Council approval, for the operation of a sundry shop and telephone center in the Mobile Alabama Cruise Terminal for the benefit of cruise ship crews, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

AGREEMENT BETWEEN THE CITY OF MOBILE AND YUMUL INTERNATIONAL ENTERPRISES, LLC

The City of Mobile ("City"), a municipal corporation organized under the laws of the State of Alabama, hereby licenses the crew shop and phone center ("Shop") in the Mobile Alabama Cruise Terminal ("Cruise Terminal") to Yumul International Enterprises, LLC ("Yumul"), a company organized under the laws of the State of Louisiana and registered to do business in the State of Alabama, under the following terms and conditions:

1. Yumul shall operate the Shop in an area of the Cruise Terminal identified on **Exhibit A** attached hereto and hereafter referred to as the "premises." Yumul will operate the Shop for the benefit of visiting ship crew and staff as specified in **Exhibit B**.

2. Yumul shall pay to the City of Mobile a license fee in the amount of $750 per month, payable the first day of each month. The license fee is past due on the tenth of the month.

3. Yumul agrees that it shall have access to the premises designated for its use between the hours of 7:00 a.m. and 5:00 p.m. every cruise day, and at other times with permission from terminal management.

4. Breach. In the event of any breach or apparent breach by Yumul of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, the City may terminate the license and Yumul agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

5. Term: Term: The term of this Agreement shall commence upon execution and shall be in full force and effect for one year. The City has the right to renew this agreement for two additional one-year periods on the same terms and conditions as the initial term. In any event, this Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party of its intention to terminate the agreement.

6. Upon cancellation or termination of this Agreement, Yumul agrees to remove all of its portable personal property, without causing material damage to the premises, from the premises within 30 days of the date of the cancellation or termination. All fixtures, equipment, furniture, appliances, or objects of whatever nature, installed on behalf of the Shop by the City shall remain the property of the City. Yumul agrees to return the premises in the same condition and state of repairs as those on the day it begins its business operations on the premises.

7. Yumul agrees that it is solely responsible for the safekeeping and security of any personal property stored, held as inventory or otherwise left on the Premises. Yumul agrees City shall not be responsible or liable for any damage, injury or theft of said property under any circumstances.

8. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in Yumul and shall not be liable for any debts or obligations incurred by Yumul, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Yumul, nor shall Yumul at any time use the name or credit of the City in purchasing or attempting to purchase anything whatsoever.

9. In the performance of its operations and obligations hereunder, Yumul shall not be deemed to be an agent of City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services Yumul provided for herein are performed.

10. Yumul acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered into this Agreement. Therefore, Yumul shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City.

11. Yumul hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

12. Nondiscrimination: Yumul agrees it shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and

economically disadvantaged individuals and business entities.

13. Insurance. For the term of this Agreement, Yumul shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the Alabama Cruise Terminal and the City of Mobile as an additional insured, and shall attach as **Exhibit C** to this Agreement, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

    a. General Liability Insurance – public liability including premises, products and complete operations.

    1.) Bodily injury liability: $250,000 each person;
    $500,000 each occurrence.
    2.) Property damage liability: $100,000 each occurrence.

    OR (in lieu of 1 and 2 above)

    3.) Bodily injury and property damage combined: $500,000 per occurrence.

    b. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall be given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alternation or termination.

14. Communications: Both parties agree that all notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

    Office of the Mayor
    City of Mobile
    P.O.Box 1827
    Mobile, AL 36633-1827

    Copy to: City Attorney
    City of Mobile Legal Department
    P. O. Box 1827
    Mobile, AL 36633-1827

    And to Yumul:

    Thelma Yumul
    Yumul International Enterprises, LLC
    845 Fulton Street
    New Orleans, LA 70130

15. Yumul shall obtain, at its own expense, all necessary licenses, permits, authorization and assurances necessary in order to abide by the terms of this Agreement.

16. Immigration. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

17. Boycotts: By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

18. Indemnification: Yumul agrees to indemnify and hold the Alabama Cruise Terminal, its agents and employees, and the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement by Yumul and/or the activities of Yumul, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Yumul hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Yumul or the City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

19. Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement is a court of proper jurisdiction in Mobile, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 11th day of August, 2023.

Yumul International Enterprises, LLC

By: _____

Name/Title: Thelma Yumul

Acknowledgement

The State of AL }

Mobile County}

I, Glenda M. Chambers, a Notary Public, in and for said County in said State, hereby certify

that Thelma Yumul whose name as President of Yumul International Enterprises, LLC,, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 11th day of August, 2023

GLENDA M. CHAMBERS MY COMMISSION EXPIRES OCTOBER 18, 2025 NOTARY PUBLIC STATE OF ALABAMA

(Seal)

Notary Public

City of Mobile, A Municipal Corporation

_____
Mayor

ATTEST

_____
City Clerk

Exhibit A **Approximate Floor Plan of Crew Shop**
B **Shop Operation Requirements**
C **Insurance**

Exhibit A: Approximate Floor Plan of Crew Shop

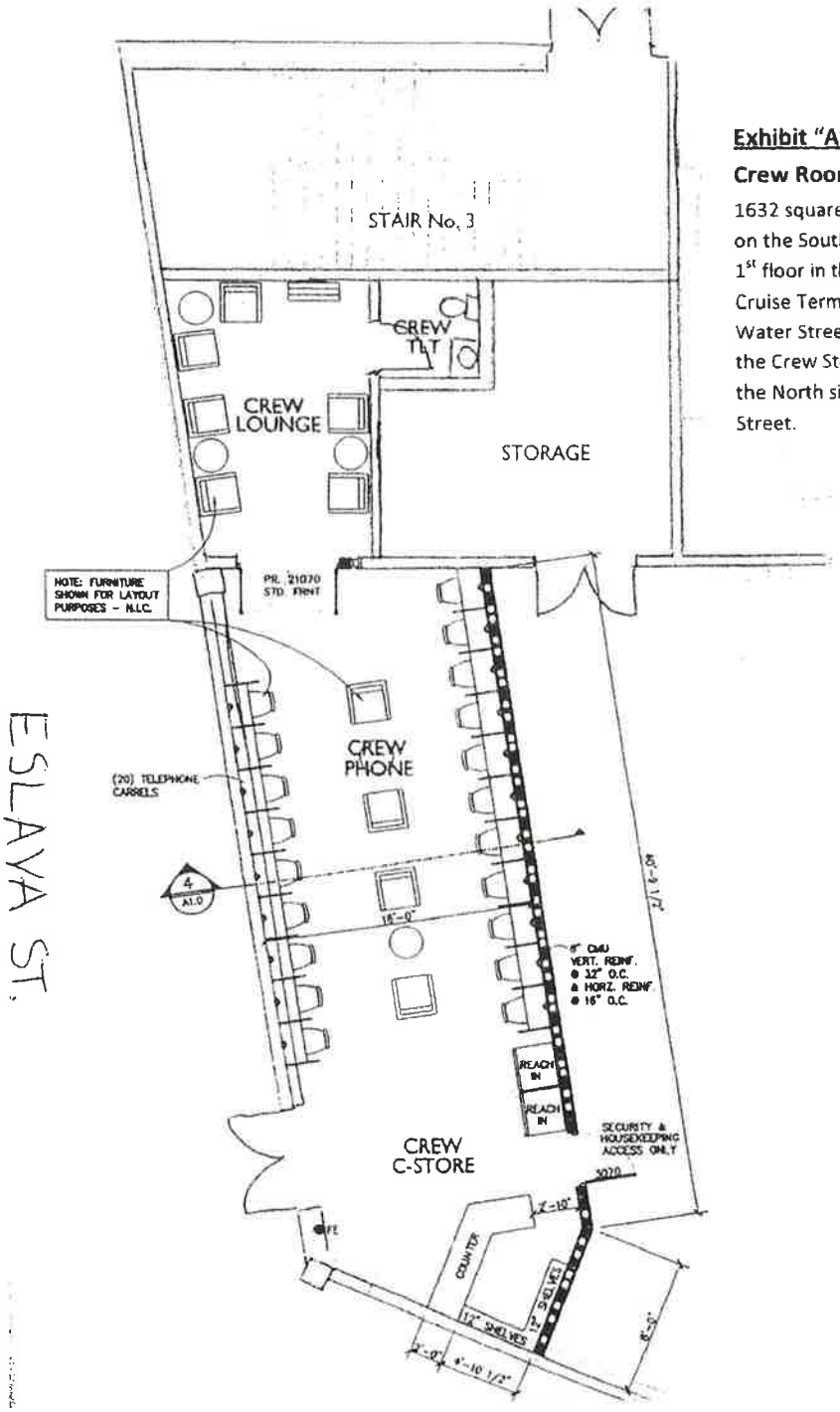

Exhibit "A"

Crew Room/Store

1632 square feet located on the South end of the 1st floor in the Alabama Cruise Terminal, 201 S. Water Street, entrance to the Crew Store being on the North side of Eslava Street.

Exhibit B: Shop Operation Requirements

1. Yumul International Enterprises, LLC ("Yumul") is required to set up and operate a convenience store and telephone lounge for visiting cruise ship crewmembers within the Mobile Alabama Cruise Terminal ("MACT") space the City provides by license to Yumul in the MACT.

2. Yumul is expected to provide the following services:
   a. Stock and operate a crew sundry store, to include specialty food items suited for the international makeup of cruise vessel staff and crew
   b. Provide international money wiring service
   c. Manage a pay-phone call area
   d. Maintain a lounge service with internet access
   e. Provide local information for crew/staff.

3. Yumul is not expected to provide prepared food, transportation, currency exchange.

4. Yumul is expected to provide a clean and attractive space for customers, and take positive steps to prevent pest infestation. Yumul is required to report any sign of pest infestation immediately to MACT management.

5. Yumul will be required to operate this shop on all days and for the duration of time cruise vessels are in port and crew and staff are free to depart the ship. Crew size is approximately 990 for this vessel. Yumul is expected to have the facility open for all cruise vessel visits with 96-hour advanced notice of vessel arrival.

6. City will provide the room and basic utilities to include power, water, data connectivity, and 20 phone lines and phone carrels. City retains right of entry and use at any or all times for any purpose to space, but agrees to coordinate with Yumul regarding any such entry and use.

7. Yumul will be required to outfit the facility with the necessary shelving and equipment to perform the services required.

8. Every member of Yumul's staff working at the MACT will be required to have a Transportation Worker Identification Credential (TWIC) in accordance with the MACT Facility Security Plan. All Yumul staff members must have their TWIC on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Yumul is expected to observe all security requirements as directed by MACT management.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kirt Hartman	
Hartwig Moss Insurance Agency 2626 Canal Street 3rd Floor New Orleans LA 70119-6410	PHONE (A/C, No, Ext): (504) 525-9901	FAX (A/C, No): (504) 569-9900
	E-MAIL ADDRESS: kirt@hmia.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Co	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Yumul International Enterprises, LLC, DBA: Philippine International
3832 Lake Lynn Dr
Gretna LA 70056-8337

COVERAGES **CERTIFICATE NUMBER:** CL2351625427 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			2090439703	05/29/2023	05/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2090439703	05/29/2023	05/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref Location 201 S Water St Mobile, AL. 36602 - Certificate Holder is named as an Additional Insured as required by written agreement.

CERTIFICATE HOLDER

City of Mobile dba Mobile Alabama Cruise Terminal
P O Box 1827
Mobile AL 36608

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

K. D. Hartman

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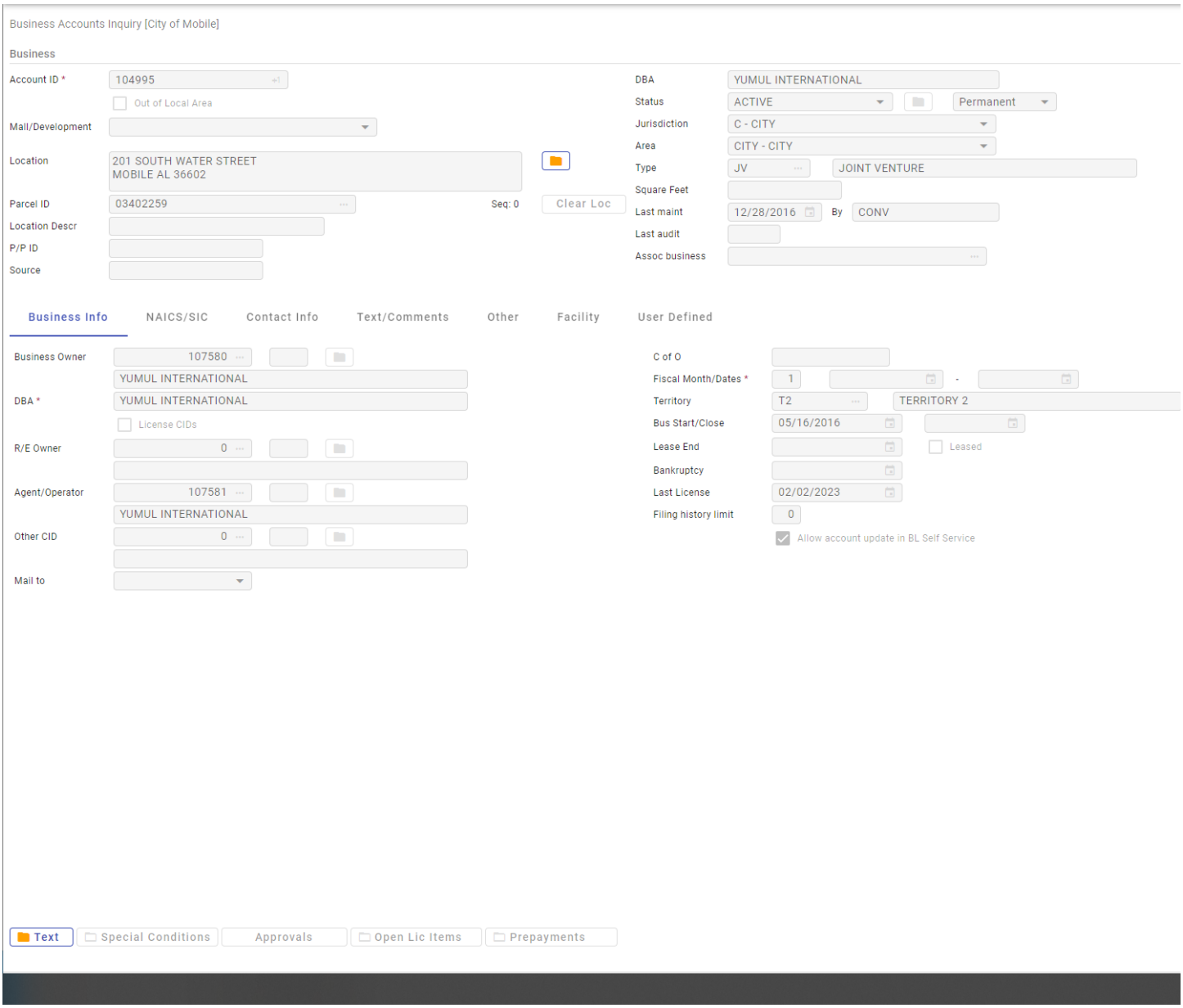
Alabama Secretary of State

Yumul International Enterprise, LLC	
Entity ID Number	000 - 586 - 172
Entity Type	Foreign Limited Liability Company
Principal Address	201 South Water Street Mobile, AL 36602
Principal Mailing Address	845 Fulton Street New Orleans, LA 70130
Status	Exists
Place of Formation	Louisiana
Formation Date	07/31/2003
Qualify Date	09/05/2019
Registered Agent Name	Gurganus, Sheila
Registered Office Street Address	1711 Fort Scott Drive Eight Mile, AL 36613
Registered Office Mailing Address	1711 Fort Scott Drive Eight Mile, AL 36613
Nature of Business	
Doing Business in AL Since	09/05/2019
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2020
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/05/2019 Certificate of Formation 2 pgs.

Browse Results New Search


Business Accounts Inquiry [City of Mobile]
Business
Account ID *
104995
Out of Local Area
Mail/Development
Location
201 SOUTH WATER STREET
MOBILE AL 36602
Parcel ID
03402259
Seq: 0
Clear Loc
Location Descr
P/P ID
Source
DBA
YUMUL INTERNATIONAL
Status
ACTIVE
Permanent
Jurisdiction
C - CITY
Area
CITY - CITY
Type
JV
JOINT VENTURE
Square Feet
Last maint
12/28/2016
By
CONV
Last audit
Assoc business
Business Info
NAICS/SIC
Contact Info
Text/Comments
Other
Facility
User Defined
Business Owner
107580
YUMUL INTERNATIONAL
DBA *
YUMUL INTERNATIONAL
License CIDs
R/E Owner
0
Agent/Operator
107581
YUMUL INTERNATIONAL
Other CID
0
Mail to
C of O
Fiscal Month/Dates *
1
Territory
T2
TERRITORY 2
Bus Start/Close
05/16/2016
Lease End
Leased
Bankruptcy
Last License
02/02/2023
Filing history limit
0
Allow account update in BL Self Service
Text
Special Conditions
Approvals
Open Lic Items
Prepayments

AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Justin Brown

Amount of Contract:

n/a

Effective Date of Contract:

8/29/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Brown

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Brown	Resolution Letter	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/17/2023 - 1:05 PM
			8/17/2023 - 2:15

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:03 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Justin Brown, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Antronne Jermaine Holder

Amount of Contract:
n/a

Effective Date of Contract:
8/29/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Holder

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Holder	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/16/2023 - 9:41 AM
			8/16/2023 -

Legal	Kern, Chris	Approved	10:09 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:03 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Antronne Jermaine Holder, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

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City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/22/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Kristi Martin, a/k/a Martin Living Trust

Amount of Contract:

n/a

Effective Date of Contract:

8/29/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Martin

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Martin	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/16/2023 - 9:46 AM
			8/16/2023 -

Legal	Kern, Chris	Approved	10:11 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:05 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Kristi Martin, a/k/a Martin Living Trust, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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