AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, August 15, 2023, 10:30 AM

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

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

   July 24, 2023 and August 1 & 8, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Mobile Sports Authority for a waiver of the Noise Ordinance at Herndon-Sage Park on September 1, 2023, from 5:30 p.m. - 8:30 p.m. (District 1).

   Request of Mobile Sports Authority for a waiver of the Noise Ordinance at Herndon-Sage Park on September 2, 2023, from 8:00 a.m. - 10:00 p.m. (District 1).

   Request of Mobile Sports Authority for a waiver of the Noise Ordinance at Herndon-Sage Park on September 3, 2023, from 8:00 a.m. - 8:00 p.m. (District 1).

   Request of Dearborn YMCA for a waiver of the Noise Ordinance at Tricentennial Park on September 24, 2023, from 5:00 p.m. - 8:00 p.m. (District 1).

   Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett

Road, Suite 1 on October 6, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).

Request of Matthew LeMond for a waiver of the Noise Ordinance at 564 Dauphin Street on August 26, 2023, from 6:00 p.m. - 12:00 a.m. (District 2).

Request of Eliot Woodworth for a waiver of the Noise Ordinance at Mardi Gras Park on September 22 - 24, 2023, from 10:00 a.m. - 7:00 p.m. (District 2).

Request of Shonnda Smith for a waiver of the Noise Ordinance at 150 Block of St. Francis Street on December 31, 2023 - January 1, 2024 from 8:00 p.m. - 1:00 a.m. (District 2).

Request of Caracher Small for a waiver of the Noise Ordinance at Arlington Park, Old Bayfront Road on October 21, 2023, from 11:00 a.m. - 5:00 p.m. (District 3).

Request of Becky Lindemann for a waiver of the Noise Ordinance at 4201 Michael Boulevard on September 2, 2023, from 4:00 p.m. - 10:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to rezone property located at the north side of Government Street 140' +/- east of South Ann Street from B-1 and B-2 to B-2 (District 2).

Public hearing to rezone property located at 258 N. Hamilton Street and 263 N. Franklin Street from T-4 and T-5.1 to T-4 (District 2).

Public hearing to 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 (District 2).

Public hearing to fix costs for demolition of the structure at 1253 Glennon Avenue; $8,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 310 Hosfelt Lane; $9,800.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1413 Chinquapin Street; $9,800.00 (District 2).

Public hearing to fix costs for demolition of the structure at 122 Michael Donald Avenue; $8,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 962 Bernice Hudson Drive; $4,400.00 (District 3).

Public hearing to fix costs for demolition of the structure at 1212 Seneca Street; $3,200.00 (District 3).

Public hearing to fix costs for demolition of the structure at 111 S. Cody Road;

$7,700.00 (District 7).

Public hearing to assent to the vacation of a portion of an alley adjacent to 2411 Wilson Avenue (District 1).

Public hearing to assent to the vacation of a portion of a U. S. Highway 90 West Service Road (District 4).

Public hearing to 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 (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill - Continuation of remarks from last week, FY 24 Budget, and response time for citizen inquiries.

Dr. Raoul Richardson - Provide information about the Arts & Culture Community Development Project.

12. CONSENT RESOLUTIONS HELD OVER

03-865 Appoint Taylor Atchison to the Board of Adjustment (sponsored by Councilmember Reynolds) (submitted by Lisa C. Lambert, City Clerk).

13. CIP RESOLUTIONS HELD OVER

08-853 Approve purchase order to Trantex Transportation Products of Texas, Inc. for traffic calming devices for Traffic Engineering; $103,840.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14. RESOLUTIONS HELD OVER

08-854 Approve purchase order to PPM Consultants, Inc. to prepare ADEM preliminary report on Municipal Garage; $23,697.65 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-855 Allocate unassigned funds in the Capital Improvement Fund to capital projects for various capital projects; $200,000.00 (sponsored by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).

21-856 Authorize contract with Rellim Contracting, LLC for clubhouse restroom improvements at Azalea City Golf Course; $220,050.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-857 Authorize contract with H & H Electric Co., Inc. for exterior lighting at Gulf Coast Exploreum, Telecommunications Building, and the History Museum of Mobile; $78,435.00 combined (sponsored by Councilmember Carroll and

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

21-858 Authorize contract with Goram Air Conditioning Co., Inc. for cooling tower replacement at the Mobile Civic Center; $59,200.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

37-859 Consider the application of Ophir Transit, Inc. for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transportation service (submitted by Lisa C. Lambert, City Clerk).

60-860 Authorize Settlement Agreement and Release of Claims; Wiggins (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

64-036 Rezone property located at the north side of Government Street 140' +/- east of South Ann Street from B-1 and B-2 to B-2 (sponsored by Councilmember Carroll).

64-037 Rezone property located at 258 N. Hamilton Street and 263 N. Franklin Street from T-4 and T-5.1 to T-4 (scheduled for August 15, 2023) (District 2).

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 (scheduled for August 15, 2023) (District 2).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-866 Appoint Grey Redditt, Jr. to the Mobile Museum of Art Board (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

03-865 Appoint Josh Woods to the Planning Commission (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City Clerk

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

03-907 Appoint Broderick McPherson to the Mobile City-County Youth Council (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

37-868 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On/Off Premises) License to Tazikis Mediterranean Cafe; 9 Du Rhu Drive (sponsored by Councilmember Gregory).

40-869 Fix costs for demolition of the structure at 1253 Glennon Avenue; $8,700.00 (sponsored by Councilmember Penn).

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

40-871 Fix costs for demolition of the structure at 1413 Chinquapin Street; $9,800.00 (sponsored by Councilmember Carroll).

40-872 Fix costs for demolition of the structure at 122 Michael Donald Avenue; $8,700.00 (sponsored by Councilmember Carroll).

40-873 Fix costs for demolition of the structure at 962 Bernice Hudson Drive; $4,400.00 (sponsored by Councilmember Small).

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

40-875 Fix costs for demolition of the structure at 111 S. Cody Road; $7,700.00 (sponsored by Councilmember Gregory)

58-876 Declare weeds noxious, Group 1645.

58-877 Assess costs for removal of weeds, Weed Lien Group 1641.

60-878 Approve award of special bonus to the Officer of the Month; Van Sickle (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-879 Approve award of special bonuses to the Firefighters of the Month; Hicks and Evans (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-880 Approve award of special bonus to the Public Services Employee of the Month; Davis (sponsored by Mayor Stimpson) (submitted by Marc Vassallo).

60-881 Concur in the acceptance of the mission, vision, and values statements for the City's Public Works Department (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-882 Determine an appropriation to Franklin Street Baptist Church of Mobile, Alabama serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-883 Determine an appropriation to W. H. Leinkauf Elementary School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-884 Determine an appropriation to United Methodist Inner City Mission of Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-885 Determine an appropriation to Sand Town Community Action Group serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

17. CIP RESOLUTIONS BEING INTRODUCED

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.).

18. RESOLUTIONS BEING INTRODUCED

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 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).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	8/9/2023 - 1:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	8/8/2023 - 1:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
Mobile Sports Authority	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:51 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: Danny Corte (Mobile Sports Authority)
PLEASE PRINT ALL INFORMATION

~~Home~~ Work Phone Number: 251-725-1794 Cell Number: 251-232-7753

Organization (if applicable) Mobile Sports Authority

Mailing Address of Applicant 301 Government St, Suite 204 Mobile

Telephone No. _____ E-mail address danny@mobilesportsauthority.com

Location or address of event where amplification will be used:

Herndon Sage Park

Date of Event: 9/1/23-9/3/23 Starting Time: _____ Ending Time _____
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Youth Football Tour

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

Danny Corte

2023 AUG -8 PM 1:11

Fri 9/1: 5:30-8:30 PM; Sat 9/2: 8a-10p
Sun 9/3: 8a-8p

D4

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
Mobile Sports Authority	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:52 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: Danny Corte (Mobile Sports Authority)
PLEASE PRINT ALL INFORMATION

~~Home~~ Work Phone Number: 251-725-1794 Cell Number: 251-232-7753

Organization (if applicable) Mobile Sports Authority

Mailing Address of Applicant 301 Government St, Suite 204 Mobile

Telephone No. _____ E-mail address danny@mobilesportsauthority.com

Location or address of event where amplification will be used:

Herndon Sage Park

Date of Event: 9/1/23-9/3/23 Starting Time: _____ Ending Time _____
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Youth Football Tour

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

Danny Corte

2023 AUG -8 PM 1:11

Fri 9/1: 5:30-8:30 PM; Sat 9/2: 8a-10p
Sun 9/3: 8a-8p

D4

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
Dearborn YMCA	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:20 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: Colette Huff for Dearborn YMCA - Jazzy Blues in the Park
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-432-4768 Cell Number: 251-604-2532

Organization (if applicable) Dearborn YMCA

Mailing Address of Applicant 321 North Warren Street Mobile, AL. 36603

Telephone No. 251-432-4768 E-mail address chuff@dearbornymca.org

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

Date of Event: 9-24-23 Starting Time: 5:00pm Ending Time 8:00p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Music Concert

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 -3 PM 4:39

01

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:25 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: EMILY NARON
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

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

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

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

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

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

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

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

Music containing obscene language or profanity is prohibited

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

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

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

D1

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:29 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:35 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
Smith	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:37 AM

2023 AUG -7 AM 8:51

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: Shonnda Smith
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-455-0055 Cell Number: same

Organization (if applicable) Events Mobile, Inc.

Mailing Address of Applicant 261 Dauphin Street, Mobile, AL 36602

Telephone No. _____ E-mail address shonndas1@hotmail.com

Location or address of event where amplification will be used:
150 Block of St. Francis Street

Date of Event: 12/31/23-1/1/24 Starting Time: 8:00 p.m. Ending Time 1:00 a.m.

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

Type of Event: New Year's Eve Celebration

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:40 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: Caracher Small
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-510-7961

Organization (if applicable) _____

Mailing Address of Applicant 950 S. Broad St. Mobile, 36603

Telephone No. 251-510-7961 E-mail address candace@nspireu.org

Location or address of event where amplification will be used:
Arlington Park, Old Bayfront Rd., Mobile

Date of Event: 10.21.2023 Starting Time: 11am Ending Time 5pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Reunion

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 20 PM 3:47

23

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Lisa C. Lambert, City Clerk

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
Lindemann	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:58 AM

CITY CLERK DEPARTMENT

2023 AUG -8 PM 12:46

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: Becky Lindemann
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 815-757-6212

Organization (if applicable) _____

Mailing Address of Applicant 4201 Michael Blvd · Mobile AL 36609

Telephone No. 815-757-6212 E-mail address Blindemann21@gmail.com

Location or address of event where amplification will be used:

4201 Michael Blvd · Mobile AL 36609

Date of Event: 9/2/23 Starting Time: 4:00 pm Ending Time 10:00 pm

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

Type of Event: Wedding

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

Please see the attached application. If there is any further information I may need to provide, please let me know.

D5

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	7/11/2023 - 2:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	7/18/2023 - 12:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	7/11/2023 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 9:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 9:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	8/10/2023 - 9:48 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	8/10/2023 - 9:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	8/10/2023 - 9:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	8/10/2023 - 10:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 10:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Gauthier, Lana	Approved	7/11/2023 - 2:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	7/18/2023 - 12:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	7/18/2023 - 12:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 1:42 PM

FW: 8/15 Agenda

Gauthier, Lana <lana.gauthier@cityofmobile.org>
Thu 8/10/2023 1:22 PM
To:Leverette, Tiereney <tiereney.leverette@cityofmobile.org>

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, August 10, 2023 1:26 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: 8/15 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I didn't get to speak with you on Tuesday. I hope that all is well. There is so much going on, as I am sure that you are aware.

Nonetheless, this is a formal request to be added to the upcoming Agenda. I will be addressing the following:

* Response time of Citizen inquiry
* FY24 Budget
* Continuation of remarks (from last week) omitted due to time constraints.

Thank you for your attention to this matter. Have an awesome remainder of the week. See you all on Tuesday!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/10/2023 - 11:12 AM

2023 AUG -9 AM 11:34

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: Dr. Raoul R Richardson Date: 8/9/2023

Address: 307 North University Blvd.

Phone: 251 508 6828 Email: drraoul@genesisglobalgroup.net

Date to Address City Council: 8/15/2023

Subject and/or specific questions (must complete):

Arts & Culture Community Development Project of Alabama Contemporary Arts Center is producing an event/art design to engage community conversations

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

Civic Engagement connecting communities via dialogue surrounding improving communication

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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
resolution	Cover Memo	8/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/8/2023 - 9:47 AM

03-865 **2023**

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Taylor Atchison is appointed as a supernumerary member to the Board of Adjustment effective immediately for a term ending August 8, 2026.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Trantex Transportation Products of Texas, Inc for speed cushion traffic calming devices for Traffic Engineering.
CIP Traffic Calming Equipment (C0056) and District 6 (C0795)

Amount of Contract:

$103,840.50

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	8/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/3/2023 - 2:03 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
12360, 12805	2023	(2060) TRAFFIC ENGINEERING	SPEED CUSHION TRAFFIC CALMING DEVICES FOR TRAFFIC ENGINEERING (BUY BOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$103,840.50	(297168) TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012360-00 FY 2023
	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
	Review:
	Buyer: 910518227
	Status: Released Page 1

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXA	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	
Tel#713-306-9943	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BUY BOARD CONTRACT 703-23 AND YOUR QUOTE			
001	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A	24.00 EACH	935.50000	22452.00
	Additional Description Notes			
	VENDOR TO PROVIDE TRAFFICLOGIX SC76A (MUTED)			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0056 .OPERSUPPLS. .			22452.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00012360-00 FY 2023
	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
	Review:
	Buyer: 910518227
	Status: Released Page 2

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXA	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	
Tel#713-306-9943	

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS,	12.00 EACH	935.50000	11226.00
	Additional Description Notes			
	VENDOR TO PROVIDE TRAFFICLOGIX SC76B			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0056 .OPERSUPPLS. .			11226.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 33678.00

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

Account	Amount	Remaining Budget
E C0056 .OPERSUPPLS. .	33678.00	34975.94

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

Account	Amount	Remaining Budget

Bill To	Requisition 00012360-00 FY 2023
	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
	Review:
	Buyer: 910518227
	Status: Released Page 3

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXA	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	
Tel#713-306-9943	

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	297168				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	33678.00	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	08/02/23	JENNIFER WHITE	DETAIL (allocation line remove
CCancelled	08/03/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Approved	07/14/23	JENNIFER WHITE	
Approved	08/02/23	JENNIFER WHITE	
Approved	08/03/23	JENNIFER WHITE	
Approved	07/14/23	BRENDA RHODES	
Approved	07/14/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/14/23	RELYA MALLORY	Auto approved by: 910511034
Approved	08/03/23	BRENDA RHODES	
Approved	08/03/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/03/23	RELYA MALLORY	Auto approved by: 910511034
Rejected	07/20/23	SANDRA LEWIS	as per your request
Queued	08/03/23	JENNIFER WHITE	as per your request
Pending		BRENDA RHODES	as per your request
Pending		TIFFANY HOLLINS	as per your request
Pending		RELYA MALLORY	as per your request
Pending		DONALD ROSE	as per your request
Pending		SANDRA LEWIS	as per your request
Pending		JOHN PAINE	as per your request
Pending		MICHAEL SPAFFORD	as per your request

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012805-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXA	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	
Tel#713-306-9943	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BUYBOARD CONTRACT 703-23 AND YOUR QUOTE			
001	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A	50.00 EACH	935.50000	46775.00
	Additional Description Notes			
	VENDOR TO PROVIDE TRAFFICLOGIX SC76A(MUTED)			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0795 .OPERSUPPLS. .			46775.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00012805-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXA	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	
Tel#713-306-9943	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS,	25.00 EACH	935.50000	23387.50
	Additional Description Notes			
	VENDOR TO PROVIDE TRAFFICLOGIX SC76B			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0795 .OPERSUPPLS. .			23387.50

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 70162.50

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

Account	Amount	Remaining Budget
E C0795 .OPERSUPPLS. .	70162.50	120837.50

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

Account	Amount	Remaining Budget

Bill To	Requisition 00012805-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXA	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	
Tel#713-306-9943	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	297168				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	70162.50	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	08/03/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Approved	07/20/23	JENNIFER WHITE	
Approved	07/21/23	BRENDA RHODES	
Approved	07/21/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/21/23	RELYA MALLORY	Auto approved by: 910511034
Queued	08/03/23	JENNIFER WHITE	NEED TO SHOP COOP
Pending		BRENDA RHODES	NEED TO SHOP COOP
Pending		TIFFANY HOLLINS	NEED TO SHOP COOP
Pending		RELYA MALLORY	NEED TO SHOP COOP
Pending		DONALD ROSE	NEED TO SHOP COOP
Pending		SANDRA LEWIS	NEED TO SHOP COOP
Pending		JOHN PAINE	NEED TO SHOP COOP
Pending		MICHAEL SPAFFORD	NEED TO SHOP COOP

Authorized By: _____ Date: _____
Signature

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

1. Discount (%) Off Catalog /Pricelist for **Highway Safety Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Farrwest Environmental Supply, Inc.	AEMC Instruments pricelist	5%	No
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
American Signal Company	AMSIG pricelist	20%	Yes
Anderson Fencing And Custom Welding	Anderson Fencing and Custom Welding pricelist	5%	Yes
Texas Highway Products	Availed pricelist	3%	Yes
Texas Highway Products	Axis pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Bayco Products pricelist	20%	No
AM Signal, Inc.	Bosch pricelist	10%	No
Texas Highway Products	Bosch pricelist	3%	No
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
C&S Safety Supply	C&S Safety pricelist	20%	Yes
Texas Highway Products	Clary pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Code 3 pricelist	20%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	Yes
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
Currux Vision, LLC	Currux Vision AIS pricelist	3%	Yes
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
DetectaChem	Detectachem pricelist	3%	Yes
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Farrwest Environmental Supply, Inc.	Drone Nerds pricelist	4%	No
Farrwest Environmental Supply, Inc.	Dupont pricelist	22%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

1. Discount (%) Off Catalog /Pricelist for **Highway Safety Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
Econolite	Econolite pricelist (12% - 19%)	19%	Yes
Texas Highway Products	EDI pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Edwards & Cromwell pricelist	7%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	No
Texas Highway Products	Encom pricelist	3%	Yes
J&M Supply, Inc.	ERB catalog and pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	Farrwest pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	Federal Signal pricelist	20%	No
Feniex Industries	Feniex Industries pricelist	47%	No
AM Signal, Inc.	Flir Detection pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	FLIR Drone & Robots pricelist	1%	No
Farrwest Environmental Supply, Inc.	Go Rhino pricelist	20%	No
Gulf Highway Equipment, LLC	Gulf Highway Equipment pricelist	5%	Yes
Farrwest Environmental Supply, Inc.	Haix Fire pricelist	18%	No
Farrwest Environmental Supply, Inc.	Havis pricelist	20%	No
K&K Systems, Inc.	K&K Systems pricelist	5%	Yes
Farrwest Environmental Supply, Inc.	Kappler pricelist	9%	No
Farrwest Environmental Supply, Inc.	Lund pricelist	5%	No
Farrwest Environmental Supply, Inc.	MPH Industries pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Nanuk pricelist	20%	Yes
Texas Highway Products	Notraff pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	NRS pricelist	12%	No
Farrwest Environmental Supply, Inc.	Plastix Plus pricelist	5%	No
Farrwest Environmental Supply, Inc.	PMI pricelist	12%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

1. Discount (%) Off Catalog /Pricelist for **Highway Safety Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Farrwest Environmental Supply, Inc.	Pro-Gard pricelist	15%	No
Farrwest Environmental Supply, Inc.	Putco pricelist	10%	No
Texas Highway Products	Qfree pricelist	3%	Yes
Texas Highway Products	Raycap pricelist	3%	Yes
Farrwest Environmental Supply, Inc.	Rigid pricelist	10%	No
S2 Rentals and Sales, LLC	S2 Rentals and Sales pricelist	0%	No
ACP International	SA-SO pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	Sensit pricelist	7%	No
Farrwest Environmental Supply, Inc.	Slidemaster pricelist	5%	No
Farrwest Environmental Supply, Inc.	Stalker Radar pricelist	1%	Yes
Farrwest Environmental Supply, Inc.	Streamlight pricelist	25%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
AM Signal, Inc.	Tapco WWD pricelist	10%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes
Tiger Traffic	Tiger Traffic pricelist	15%	No
Farrwest Environmental Supply, Inc.	Tingley Rubber pricelist	12%	No
Texas Highway Products	Tomar pricelist	3%	Yes
Traffic Parts, Inc.	Traffic Parts pricelist	2%	No
Area Wide Protective	TrafFix pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes
Farrwest Environmental Supply, Inc.	Troy Products pricelist	20%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

1. Discount (%) Off Catalog /Pricelist for **Highway Safety Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Farrwest Environmental Supply, Inc.	TrueNorth pricelist	8%	No
Texas Highway Products	TX HWY pricelist	3%	Yes
Texas Traffic and Barricade, LLC	Ver-Mac pricelist	15%	Yes
Wanco, Inc.	Wanco pricelist	15%	Yes
Farrwest Environmental Supply, Inc.	Westin pricelist	15%	Yes
Farrwest Environmental Supply, Inc.	Whelen pricelist	25%	No
Farrwest Environmental Supply, Inc.	Wiley-X pricelist	17%	No

2. Discount (%) Off Catalog /Pricelist for **Traffic Control Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AM Signal, Inc.	Acyclica pricelist	10%	Yes
MoboTrex, Inc.	Advantech pricelist	10%	Yes
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
American Signal Company	AMSIG pricelist	20%	Yes
MoboTrex, Inc.	Antaira pricelist	10%	Yes
Texas Highway Products	Availed pricelist	3%	Yes
Texas Highway Products	Axis pricelist	3%	Yes
Texas Highway Products	Bosch pricelist	3%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	5%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	5%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	5%	Yes
MoboTrex, Inc.	Carmanah Technologies pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

2. Discount (%) Off Catalog /Pricelist for **Traffic Control Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Texas Highway Products	Transline Industries-Trantex pricelist	3%	Yes
MoboTrex, Inc.	Component Products pricelist	10%	Yes
MoboTrex, Inc.	Costar pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	Yes
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
Texas Highway Products	Current pricelist	3%	Yes
Currux Vision, LLC	Currux Vision AIS pricelist	3%	Yes
MoboTrex, Inc.	Currux Vision pricelist	5%	Yes
Custom Products Corporation	Custom Products pricelist	2%	Yes
MoboTrex, Inc.	Dialight Corporation pricelist	13%	Yes
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
MoboTrex, Inc.	Eberle Design pricelist	10%	Yes
Econolite	Econolite pricelist (12%-19%)	12%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	Yes
Texas Highway Products	Encom pricelist	3%	Yes
Feniex Industries	Feniex Industries pricelist	47%	Yes
Gulf Highway Equipment, LLC	Gulf Highway Equipment pricelist	9%	Yes
MoboTrex, Inc.	Houston Radar pricelist	10%	Yes
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
K&K Systems, Inc.	K&K Systems pricelist	5%	Yes
AM Signal, Inc.	Miovision pricelist	10%	Yes
MoboTrex, Inc.	MoboTrex pricelist	15%	Yes
MoboTrex, Inc.	MS Sedco pricelist	10%	Yes
MoboTrex, Inc.	Multilink pricelist	10%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

2. Discount (%) Off Catalog /Pricelist for **Traffic Control Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Texas Traffic and Barricade, LLC	Mutcd Signage pricelist	10%	Yes
Texas Highway Products	Notraff pricelist	3%	Yes
MoboTrex, Inc.	Olson pricelist	10%	Yes
OMJC Signal, Inc.	OMJC Signal pricelist	5%	Yes
Texas Highway Products	Pelco pricelist	3%	No
MoboTrex, Inc.	Pelco pricelist	10%	No
Texas Traffic and Barricade, LLC	Plasticade Products pricelist	10%	Yes
Texas Highway Products	Qfree pricelist	3%	Yes
Texas Highway Products	Raycap pricelist	3%	Yes
S2 Rentals and Sales, LLC	S2 Rentals and Sales pricelist	0%	No
ACP International	SA-SO pricelist	10%	Yes
Stalker Radar	Stalker Radar pricelist	8%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
MoboTrex, Inc.	Temple pricelist	5%	Yes
Texas Traffic and Barricade, LLC	Texas Traffic and Barricade pricelist	10%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes
Tiger Traffic	Tiger traffic pricelist	15%	Yes
MoboTrex, Inc.	Tomar Electronics pricelist	10%	Yes
AM Signal, Inc.	Tomar pricelist	10%	No
Texas Highway Products	Tomar pricelist	3%	No
Traffic Parts, Inc.	Traffic Parts pricelist	2%	Yes
Area Wide Protective	TrafFix pricelist	10%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

2. Discount (%) Off Catalog /Pricelist for **Traffic Control Products, Supplies, and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes
Texas Highway Products	TX Hwy pricelist	3%	Yes
Wanco, Inc.	Wanco pricelist	15%	Yes
MoboTrex, Inc.	ZincFive pricelist	5%	Yes

3. Discount (%) Off Catalog /Pricelist for **Pavement Marking Supplies and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
Ennis-Flint, Inc.	Ennis-Flint BuyBoard pricelist (0%-56%)	0%	Yes
ACP International	SA-SO pricelist	10%	No
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
The Tamis Corporation	The Tamis pricelist	0%	No
Area Wide Protective	TrafFix pricelist	10%	Yes
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

4. Discount (%) Off Catalog /Pricelist for **Delineation Products and Object Markers**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	No
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes
Area Wide Protective	TrafFix pricelist	10%	Yes
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes

5. Discount (%) Off Catalog /Pricelist for **Road Signs, Posts, and Hardware**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alamo Traffic Supply	Alamo Traffic Supply pricelist	10%	Yes
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
Texas Highway Products	Availed pricelist	3%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes

5. Discount (%) Off Catalog /Pricelist for **Road Signs, Posts, and Hardware**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Custom Products Corporation	Custom Products pricelist	2%	Yes
Dobie Supply, LLC	Dobie Supply pricelist	15%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	No
Texas Highway Products	Pelco pricelist	3%	Yes
ACP International	SA-SO pricelist	10%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes
Trantex Transportation Products of Texas, Inc.	Transline Industries-Trantex pricelist	10%	Yes
Texas Highway Products	TX HWY pricelist	3%	Yes
Wanco, Inc.	Wanco pricelist	15%	Yes

6. Discount (%) Off Catalog /Pricelist for **Fire Hydrants and Accessories**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Pollardwater	Pollarwater pricelist (0%-3%)	0%	Yes

7. Discount (%) Off Catalog /Pricelist for **Wheel Wash Systems** (In Ground) and (Above Ground)

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No

8. Discount (%) Off Catalog /Pricelist for **Locking Systems for Highway/Safety Products**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Econolite	Abloy pricelist	10%	No
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
The Tamis Corporation	The Tamis pricelist	0%	Yes

9. Discount (%) Off Catalog /Pricelist for **Animal Cages, Traps, and Accessories for Roads and Highways**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
The Tamis Corporation	The Tamis pricelist	0%	No

10. Discount (%) Off Catalog /Pricelist for **Herbicides and Weed Control Products for Roads and Highways**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes

11. Discount (%) Off Catalog /Pricelist for **Road Maintenance Products for Dust Control, Anti-icing/Deicing, and Stabilization** (granular, liquid, and/or chemical based)

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Gulf Highway Equipment, LLC	Gulf Highway Equipment pricelist	5%	No
The Tamis Corporation	The Tamis pricelist	0%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

12. Discount (%) Off Catalog /Pricelist for **Oil and Hazardous Material Spill Remediation Products and Supplies**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Farrwest Environmental Supply, Inc.	AEMC Instruments pricelist	5%	Yes
Farrwest Environmental Supply, Inc.	Blackline Safety pricelist	3%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	12%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Farrwest Environmental Supply, Inc.	Drager pricelist (11%-25%)	11%	Yes
Farrwest Environmental Supply, Inc.	Dupont pricelist	22%	No
Farrwest Environmental Supply, Inc.	Edwards & Cromwell pricelist	7%	Yes
Farrwest Environmental Supply, Inc.	Firstline Technology pricelist	2%	Yes
Farrwest Environmental Supply, Inc.	FLIR TIC's pricelist	8%	Yes
Farrwest Environmental Supply, Inc.	Haix Fire pricelist	18%	No
Farrwest Environmental Supply, Inc.	Kappler pricelist	9%	Yes
Farrwest Environmental Supply, Inc.	Honeywell RAE Systems - Portables pricelist	13%	Yes
Farrwest Environmental Supply, Inc.	Honeywell RAE Systems - Wireless pricelist	4%	Yes
Farrwest Environmental Supply, Inc.	Sensit pricelist	7%	No
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	No
Farrwest Environmental Supply, Inc.	Thermo Radiation pricelist	2%	No
Farrwest Environmental Supply, Inc.	Tingley Rubber pricelist	12%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

13. Discount (%) Off Catalog /Pricelist for **RENTAL of Highway Safety and Traffic Control Products and Equipment**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Dallas Lite & Barricade	Dallas Lite & Barricade pricelist	10%	Yes
S2 Rentals and Sales, LLC	S2 Rentals and Sales pricelist	0%	Yes
Texas Traffic and Barricade, LLC	TTB pricelist	5%	Yes

14. Discount (%) Off Catalog /Pricelist for **All Other Related Highway Safety and Traffic Control Products**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
All Traffic Solutions, Inc.	All Traffic Solutions pricelist	8%	Yes
American Signal Company	AMSIG pricelist	20%	Yes
Dooley Tackaberry, Inc.	Brady pricelist	22%	No
Buyers Barricades DFW	Buyers Barricades pricelist	10%	Yes
Buyers Barricades San Antonio	Buyers Barricades pricelist	10%	Yes
Buyers Barricades Houston, LLC	Buyers Barricades pricelist	10%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	Yes
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	Yes
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
Currux Vision, LLC	Currux Vision AIS pricelist	3%	Yes
Eagle Barricade, LLC	Eagle Barricade Catalog	10%	Yes
Econolite	Econolite pricelist	19%	Yes
ELTEC	ELTEC BuyBoard Pricing	5%	Yes
Kustom Signals, Inc.	Kustom Signals-BuyBoard pricelist	30%	Yes
S2 Rentals and Sales, LLC	S2 Rentals and Sales pricelist	0%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

14. Discount (%) Off Catalog /Pricelist for **All Other Related Highway Safety and Traffic Control Products**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
ACP International	SA-SO pricelist	10%	Yes
Striping Service and Supply, Inc.	Striping Service and Supply pricelist	0%	Yes
TAPCO (Traffic and Parking Control Co., Inc.)	TAPCO pricelist	5%	Yes
The Tamis Corporation	The Tamis pricelist	0%	yes
Tiger Traffic	Tiger Traffic pricelist	15%	Yes
Traffic Parts, Inc.	Traffic Parts pricelist	2%	Yes
Wanco, Inc.	Wanco pricelist	15%	Yes

15. Discount (%) Off Catalog /Pricelist for **Maintenance/Warranty Agreements for Highway Safety and TrafficControl Equipment and Systems**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
American Signal Company	AMSIG pricelist	20%	Yes
Centerline Supply, LTD.	Transline Industries-Centerline pricelist	10%	No
Consolidated Traffic Controls, Inc.	CTC Pricing Catalog	0%	No
Cubic ITS, Inc.	Cubic ITS pricelist	50%	Yes
Currux Vision, LLC	Currux Vision AIS pricelist	3%	Yes
Econolite	Econolite pricelist	19%	Yes
Texas Highway Products	Texas Highway Product pricelist	3%	Yes

16. **Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dobie Supply, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$70.00	Yes
Stalker Radar	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$85.00	Yes
Farrwest Environmental Supply, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$95.00	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2023 to 05/31/2024

Final Catalog Award Report for Highway Safety and Traffic Control Products, No. 703-23

16. **Hourly Labor Rate for Installation/Repair Service of Highway Safety and Traffic Control Equipment and Products**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Gulf Highway Equipment, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$135.00	Yes
Texas Traffic and Barricade, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$145.00	Yes
Anderson Fencing And Custom Welding	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$150.00	Yes
Striping Service and Supply, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$155.00	Yes
Centerline Supply, LTD.	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$175.00	Yes
Texas Highway Products	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$185.00	Yes
Consolidated Traffic Controls, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$350.00	Yes
Econolite	Not to Exceed Hourly Labor Rate for Installation/Repair of Highway Safety and Traffic Control Equipment and Products	$425.00	Yes

17. **Hourly Labor Rate for Weed Control Service for Roads and Highways**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Consolidated Traffic Controls, Inc.	Not to Exceed hourly labor rate for Weed Control Service of Roads and Highways	$350.00	Yes

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 Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

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 BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard 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 BuyBoard, 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 BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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:8/15/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to PPM Consultants Inc for preparation of ADEM Preliminary Report on Municipal Garage UST release.
Fleet capital.

Amount of Contract:

$23,697.65

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230803 PPM Agenda Package POs	Cover Memo	8/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/3/2023 - 2:52 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
13389	2023	(2050) FLEET MANAGEMENT-GARAGE	PREPARE ADEM PRELIMINARY REPORT ON MUNICIPAL GARAGE UST RELEASE (PROFESSIONAL SERVICE)	$23,697.65	(276679) PPM CONSULTANTS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013389-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released Page 1

Vendor	Ship To
PPM CONSULTANTS INC 1600 LAMY LANE MONROE, LA 71201 Tel#205-836-5650	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/23	276679				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	PERSONNEL	1.00 EACH	10962.50000	10962.50

Additional Description Notes

PERSONNEL

1 7000.40.20.0000.0000.2070.0000.0000.42110. 10962.50

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DORIS IRBY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

002	FIELD EQUIPMENT	1.00 EACH	778.00000	778.00

Additional Description Notes

FIELD EQUIPMENT

1 7000.40.20.0000.0000.2070.0000.0000.42110. 778.00

Bill To	Requisition 00013389-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released Page 2

Vendor	Ship To
PPM CONSULTANTS INC 1600 LAMY LANE MONROE, LA 71201 Tel#205-836-5650	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/23	276679				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
003	MILEAGE	1.00 EACH	589.50000	589.50
	Additional Description Notes --- MILEAGE			
1	7000.40.20.0000.0000.2070.0000.0000.42110.			589.50
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE			

Bill To	Requisition 00013389-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released Page 3

Vendor	Ship To
PPM CONSULTANTS INC 1600 LAMY LANE MONROE, LA 71201 Tel#205-836-5650	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/23	276679				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET MOBILE, AL 36604			
004	PER DIEM	1.00 EACH	412.75000	412.75
	Additional Description Notes --- PER DIEM			
	1 7000.40.20.0000.0000.2070.0000.0000.42110.			412.75
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
005	DRILLING	1.00 EACH	8908.90000	8908.90
	Additional Description Notes --- DRILLING			

Bill To	Requisition 00013389-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released Page 4

Vendor	Ship To
PPM CONSULTANTS INC 1600 LAMY LANE MONROE, LA 71201 Tel#205-836-5650	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/23	276679				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.42110.			8908.90

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DORIS IRBY

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

006	ANALYTICAL	1.00 EACH	984.50000	984.50

Additional Description Notes

ANALYTICAL

1 7000.40.20.0000.0000.2070.0000.0000.42110. 984.50

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DORIS IRBY

Deliver To

Bill To	Requisition 00013389-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released Page 5

Vendor	Ship To
PPM CONSULTANTS INC 1600 LAMY LANE MONROE, LA 71201 Tel#205-836-5650	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/23	276679				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
007	OTHER	1.00 EACH	1061.50000	1061.50
	Additional Description Notes --- OTHER			
1	7000.40.20.0000.0000.2070.0000.0000.42110.			1061.50
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 23697.65

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42110.		

Bill To	Requisition 00013389-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42110. Review: Buyer: Status: Released Page 6

Vendor	Ship To
PPM CONSULTANTS INC 1600 LAMY LANE MONROE, LA 71201 Tel#205-836-5650	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/01/23	276679				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
MOTOR POOL EXP	DUES & SUBSCRIPTION	23697.65	

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

Activity	Date	Clerk	Comment
Approved	08/02/23	CHARLES SUMRALL	
Approved	08/03/23	SHONNDA SMITH	Auto approved by: 910519362
Approved	08/03/23	JAMES DELAPP	Auto approved by: 910519362
Approved	08/03/23	CASI CALLAWAY	
Queued	08/03/23	DONALD ROSE	
Queued	08/03/23	SANDRA LEWIS	
Queued	08/03/23	JOHN PAINE	
Queued	08/03/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Cost Proposal Number:	Facility Name:
1	City of Mobile Garage

Signatures must be provided in Sections I.7 and I.8 below for this proposal to be processed.

I.7 Certification of Unintentional Release of Motor Fuel & Cost Proposal- Owner Signature:

I certify that an unintentional release has occurred from a motor fuel underground or aboveground tank system at this site and I authorize this Cost Proposal amount for corrective action activities to be conducted at this site.

Owner or Operator Signature:	
Typed or Printed Name and Title:	
Email address:	
Date:	

I.8 Cost Proposal- Contractor Signature:

I certify that I have personally examined and am familiar with the information submitted in this and all attached documents and that based on those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Response Action Contractor Signature:	[signature]
Typed or Printed Name and Title:	Isaac Smyth, Principal
Date:	7/10/2023

I.9 Trust Fund Obligation Information:

Estimated Total Cost of all Anticipated Response Actions (To be updated overtime):	$ 100,000
Total of Previously Approved Cost Proposals:	
Total Proposed Costs to Date (Approved Costs Plus Costs Proposed in this Cost Proposal):	$18,697.65
Estimate Percent Completion of entire project to date:	0%

I.10 Cost Proposal Amount

Proposed Costs under this Cost Proposal:	**$23,697.65**	**Personnel**	**$10,962.50**
		Field Equipment	**$778.00**
Owners Required Contribution for UST Release($5,000): *Applicable for CP#1 Only*	**$5,000.00**	**Mileage**	**$589.50**
		Per Diem	**$412.75**
		Drilling	**$8,908.90**
Owners Required Contribution for AST Release($10,000): *Applicable for CP#1 Only*		**Analytical**	**$984.50**
		Other	**$1,061.50**
Total of This Cost Proposal:	**$18,697.65**		

Alabama Tank Trust Fund
Cost Proposal
Part I

I.1 Cost Proposal Information:

Cost Proposal Number:	Date of Cost Proposal (mm/dd/yy):
1	7/7/2023
UST or AST Incident Number:	Facility I.D. Number:
UST23-05-02	11054-097-004725

I.2 Facility Information

Facility Name:	City of Mobile Garage
Facility Address:	770 Gayle St Mobile, AL 36633

I.3 Owner Information:

Owner Name:	City of Mobile
Owner Address:	P.O. Box 1827 Mobile, AL 36633

I.4 Response Action Contractor Information:

Approved Response Action Contractor Name:	PPM Consultants Inc
Approved Response Action Contractor Address:	30704 Sgt. E.I. Boots Thomas Dr Spanish Fort, AL 36527
Project Contact:	Steve T. Grammes
Project Contact Phone #:	251-990-5000
Project Contact E-mail:	steve.grammes@ppmco.
Employer Tax Number (IRS):	72-1256279

Cost Proposal Number: 1

Facility Name: City of Mobile Garage

I.5 Activity Information:

Indicate below the activities for which the cost proposal is submitted:	
	Site Stabilization/Initial Abatement
x	Preliminary Investigation
	Secondary Investigation / Additional Well Installation
	Alabama Risk Based Corrective Action (ARBCA)
	Groundwater Sampling
	Free Product Removal/Mobile Enhanced Multiphase Extraction (MEME)
	Corrective Action Plan Evaluation
	Develop Corrective Action Plan
	Corrective Action
	Stockpile Sampling / Management / Disposal
	Provision of Alternate Water Supply
	Pilot Test
	Monitoring/Recovery/Injection Well Abandonment
	System Decommissioning/Removal

Activities/Other/Brief Summary of Activities:

Installation of four monitoring wells. Collection of soil samples (8) and groundwater samples (4) for laboratory analysis. Conduct public/private well survey. Develop and submit Preliminary Investigation report to ADEM.

Provide proposed completion date for this phase of work activities:
Provide projected date of cleanup completed:

I.6 Subcontractor Information:

Indicate Subcontractors to be used during this phase of work:

Name & Address	Service Provided
Walker Hill Env. Svcs	Drilling/Well Installation
P.O. Box 1147 Foxworth, MS 39483	
Eco South Services	Waste Disposal
12950-A U.S. Hwy 43, Axis AL 36505	

LANCE R. LEFLEUR
DIRECTOR

RECEIVED
07/07/2023
VIA EMAIL

KAY IVEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov
1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

July 07, 2023

Marc Vassallo
City Of Mobile
P.O. Box 1827
Mobile, AL 36633

Dear Mr. Vassallo:

RE: PRE-APPROVAL OF ALABAMA TANK TRUST FUND COST PROPOSAL #1 FOR PRELIMINARY INVESTIGATION ACTIVITIES and SECONDARY PLAN DEVELOPMENT
City Of Mobile Garage
770 Gayle St
Mobile, Mobile County, Alabama
Facility I.D. No.: 11054-097-004725
UST Incident No.: UST23-05-02
ADEM File Code: UST230502/CP01

The Department has pre-approved costs under the Alabama Tank Trust Fund for conducting a Preliminary Investigation up to the amount of $23,697.65. The owner is required to pay the first **$5,000** of eligible response action costs. Therefore, the total approved reimbursable amount is **$18,697.65**.

In order to receive final approval of the pre-approved amount, the owner is required to complete Items I.3, I.4, and I.6 through I.9. on the attached Pre-Approved Cost Proposal Form #31. Please be advised that in order for incurred Preliminary Investigation costs to be reimbursed through the Alabama Tank Trust Fund, the enclosed original completed and signed Pre-Approved Cost Proposal Form must be submitted back to the Department, along with the signed executed contract between the owner and an Alabama Tank Trust Fund Contractor within **twenty (20) days** of receipt of this letter. The owner should immediately begin the investigation upon receipt of this letter.

The performance of the Preliminary Investigation may require additional costs above the pre-approved amount to be incurred. An additional scope of work which causes the cost of the assessment to exceed the pre-approved amount might include:

- Travel greater than 150 miles to site
- Monitoring well footage drilled greater than 80 feet
- Lead analyses for soil and groundwater
- Direct-push type drilling to be used for plume definition
- Additional groundwater or soil samples
- Additional soil/well development water/purge water hauling and disposal charges

If an additional scope of work is to be performed which will exceed this pre-approved cost proposal, then a request for an addendum to this cost proposal must be made and approved by the Department. This request should be made at the time of the cost exceedance prior to the submittal of the payment request.

The Department has the responsibility to deny any unreasonable costs which may be submitted for payment. Since the pre-approved amount listed on the attached cost proposal is an estimate, tank owners and Alabama Tank Trust Fund Contractors should make every effort to conduct the Preliminary Investigation in a cost effective manner which will result in the actual payment request being less than this estimated amount. Obligation of a given amount through this pre-approved cost proposal does not guarantee final reimbursement of that same amount. The owner is required to pay the first $5,000 of eligible response action costs. Proof of payment must be included in the first submitted payment request.

The owner/operator and selected Tank Trust Fund Response Action Contractor can obtain a copy of the "Alabama Underground and Aboveground Storage Tank Trust Fund Reimbursement and Reasonable Rate Guidance – March 2013" and the Cost Proposal Form 31 and Payment Request Form 32 from the ADEM website at http://adem.alabama.gov/ . To locate the guidance and the forms on the website, select ADEM Programs, Water, Groundwater, and then scroll down to the section labeled "Alabama Underground and Aboveground Storage Tank Trust Fund".

The associated payment request utilizing Payment Request Form 32 must be submitted within eighteen (18) months of the date of this letter in order for the payment request to be eligible for reimbursement. In preparation for the submittal of the payment request, the Trust Fund Response Action Contractor should type in the approved amounts on the Pre-approved Cost Proposal #1(plus any ADEM approved addendums) into a new Cost Proposal Form 31 in order to allow for the pre-population of Payment Request Form 32.

Should the tank owner/operator choose not to utilize this option for cost proposal approval, a cost proposal originating from the tank owner/operator and the Alabama Tank Trust Fund Contractor must be submitted within twenty days of receipt of this letter..

Should there be any questions regarding this matter, please contact Emil Johnson at (334) 270-5653.

Sincerely,

Tyler Sims

Tyler Sims
Hydrogeologist
UST Corrective Action Section
Groundwater Branch
Land Division

Enclosures: Pre-Approved Cost Proposal Form 31

Cost Proposal Summary

CP Total	Facility I.D. #	CP #	Incident Number	Site Name
$18,697.65	11054-097-004725	1	UST23-05-02	City of Mobile Garage

Part II- Alabama Tank Trust Fund Itemization Form "A" Cost Proposal

Scenarios	Unit $	Units	Quantity	Requested$
Preliminary Investigation Report	$5,408	/site	1	$5,408.00
Secondary Plan (on and offsite)(once per site)	$930	/site	1	$930.00
ADEM Solid Waste Profile Preparation	$239.50	/profile	1	$239.50
Total Report and Plan Costs				**$6,577.50**

Part II- Alabama Tank Trust Fund Itemization Form "B" Cost Proposal

Porous material 0-30 feet	$358	/well	4	$1,432.00
Private/Public Water Well Inventory (up to 5 wells)	$384.00	/5wells	1	$384.00
Site Survey during Investigation (not a Licensed Surveyor)	$280.00	/sow	1	$280.00
Groundwater Sampling Set-up (2hrs tech time)	$140.00	/sow	1	$140.00
Purge/Development Water Handling (see Basis)	$105.00	/sow	1	$105.00
Groundwater Sampling and Gauging 2" Well	$70.00	/well	4	$280.00
Soil Sampling Setup (1-4 wells)	$192	/sow	1	$192.00
Travel				
Mileage Rate			$0.655	
Mileage (One way office to site)			150	
Number of round trips to site			3	$589.50
Technician(s)-travel time	$70	/hr	6	$420.00
Geologist/Engineer-travel time	$96	/hr	12	$1,152.00
Per diem (6-12hrs)	$12.75	/day	1	$12.75
Per diem >2 consecutive days (overnight)(invoice(s) required)	$100	/day	4	$400.00
Equipment and Equipment Kits				
55-Gallon Drums	$75	/drum	4	$300.00
Sampling Expendables(gloves, ice, string, jars, foil, distilled water, paper towels,	$55	/sow	1	$55.00
Monitoring Well Development	$83	/day	1	$83.00
Monitoring Well/Boring Installation	$66	/day	2	$132.00
Groundwater Monitoring	$176	/day	1	$176.00
Bailers	$8	/bailer	4	$32.00
Postage / Shipping and Copying (plans reports, ADEM and owner)	$85	/sow	1	$85.00
Postage / Shipping (Sample Shipping)	$50	/samples	1	$50.00

Analytical Samples

	Method		Pass Through	Sample #	
BTEX/MTBE/Naph (water)	8021	$65 /sample	10%	4	$286.00
BTEX/MTBE/Naph (soil)	8021	$65 /sample	10%	8	$572.00
TPH	418.1	$50 /sample	10%	1	$55.00

Cost Proposal Summary

CP Total	Facility I.D. #	CP #	Incident Number	Site Name		
$18,697.65	11054-097-004725	1	UST23-05-02	City of Mobile Garage		
Other	QA/QC		$65.00 /sample	10%	1	$71.50
			Total Field Costs			**$7,284.75**

Part II- Alabama Tank Trust Fund Itemization Form "C" Cost Proposal

Scenarios	Unit $	Unit	Quantity	Requested$
Mileage Rate (Current Federal Rate)			$0.655	
Mileage (drilling device driven or ATV) (**ONE WAY** mileage up to 450	$3.93	/mile	150	
Number of Mobilizations (includes $300 mob/demob amount)			1	$1,479.00
Well Pad Completions for Monitoring Wells (2" and 4")(up to 8" cover	$205.00	/well	4	$820.00
1" / 2" Monitoring Well/Injection Well (HSA) [3]	$65.00	/foot	80	$5,200.00
Per Diem (overnight) (man days)(hotel receipts required)	$100.00	/day	6	$600.00
Pass Through (if appropriate) Enter "5" or "10" as appropriate			10%	$809.90
Total Drilling Costs				**$8,908.90**

Part II- Alabama Tank Trust Fund Itemization Form "D" Cost Proposal

	Pass Through	Quoted Amoun	Requested$
ADEM Solid Waste Profile (ADEM review fee)	10%	$215.00	$236.50
Roll off Dumpster (includes hauling/handling)	10%	$400.00	$440.00
Water Treatment/Disposal		$250.00	$250.00
Total Subs / Vendors / Utilities			**$926.50**

Part II- Alabama Tank Trust Fund Itemization Form "E" Cost Proposal

Per diem allowed for Alabama Tank Trust Fund Contractor Personnel Only
Maximum allowable rates are referenced on the "Maximum Rates" Tab in this document.
This page should be submitted whenever per diem is being claimed.

Points of Travel From	To	Projected Date mm/dd/yy	Personnel Classification	Hour of Departure am/pm	Hour of Return am/pm	Activity To Be Performed	Amount Per diem claimed
Use this section to enter claims for daily per diems							
							$12.25
				Total number of daily per diems			1
Use this section to enter claims for extended daily per diems							
				Total number of ext. daily per diems			0
Use this section to enter claims for overnight per diems							
							$100.00
							$100.00
							$100.00
							$100.00
				Total number of overnight per diems			4

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Relya Gill McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To allocate $200,000.00 of unassigned funds in the Capital Improvements Fund Budget (Fund 2000) to Capital Project #C0259 Cruise Terminal Equipment & Misc.($100,000.00). These funds will be used to purchase steel tables for passenger luggage. And, $100,000.00 to Capital Project #C0851 Fire Boat Drydock ($100,000.00). These funds will supplement construction costs.

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

ATTACHMENTS:

Description	Type	Upload Date
$200K Capital Allocation	Cover Memo	8/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	8/3/2023 - 12:58 PM
Capital	Rhodes, Brenda	Approved	8/3/2023 - 12:59 PM
Legal	Kern, Chris	Approved	8/3/2023 - 2:30 PM
Mayors	Montgomery, Brandi	Approved	8/3/2023 - 2:52

Office PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $200,000.00 of unassigned funds in the Capital Improvement Fund (2000) be allocated to the following Capital Projects within the Capital Improvement Fund:

C0259 Cruise Terminal Equipment & Miscellaneous $100,000.00

These funds will be used to purchase steel tables needed to organize and stage luggage for disembarking passengers

C0851 Fire Boat Drydock $100,000.00

These funds will be used to supplement construction costs.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

For the renovations of the clubhouse restrooms to include ADA accessibility, flooring, lockers, fixtures, painting & lighting at Azalea City Golf Course

Amount of Contract:

$220,050.00

Funding Source

Project # Azalea City Golf Course - Clubhouse Restroom Improvements PR-029-21

Discretionary Funds

Project String C0492 Azalea City Golf Course Clubhouse (20002000-48010)

Contract Number:4570

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-029-21 Azalea City Golf Course - Clubhouse Restroom Improvements	Cover Memo	7/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/1/2023 - 2:44 PM
Capital	Rhodes, Brenda	Approved	8/2/2023 - 8:40 AM
Legal	Kern, Chris	Approved	8/2/2023 - 3:05 PM

Mayors Office	Montgomery, Brandi	Approved	8/3/2023 - 2:52 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

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

Name of Company:	RELLIM CONTRACTING, LLC
Project Name:	AZALEA CITY GOLF COURSE – CLUBHOUSE RESTROOMS
Project Number:	PR-029-21
Amount:	$220,050.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: AZALEA CITY GOLF COURSE CLUBHOUSE

CAPITAL PROJECT #: C0492 (20002000-48010)

CONTRACT AMOUNT: $220,050.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-029-21

PROJECT DESCRIPTION: FOR THE RENOVATIONS OF THE CLUBHOUSE REST ROOMS TO INCLUDE ADA ACCESSIBILITY, FLOORING, LOCKERS, FIXTURES, PAINTING & LIGHTING AT THE AZALEA CITY GOLF COURSE (1000 GAILLARD DRIVE).

VENDOR NAME: RELLIM CONTRACTING, LLC

VENDOR NUMBER: 297728

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 7/31/2023

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)

Rellim Contracting, LLC
2051 Leroy Stevens Road
Mobile, Alabama 36695

City of Mobile Business License Number: 101528
Secretary of State Registration Number: 000-349-544

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

Azalea City Golf Course – Clubhouse Restrooms
1000 Gaillard Drive
Mobile, Alabama 36608

PR-029-21
For improvements to the clubhouse restrooms at Azalea City Golf Course

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

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827
And
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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User Notes:
(1248878903)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than one-hundred twenty (120) 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 Two Hundred Twenty Thousand Fifty and 00/100 Dollars ($ 220,050.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$205,050.00
Contingency Allowance:	$ 15,000.00
Total Bid:	$220,050.00

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

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

Azalea City Golf Course Contingency Allowance: $15,000.00

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. Civil – Mass Earth Excavation	CY	$150.00
2. Civil – Trench Earth Excavation	CY	$160.00
3. Civil – Hand Earth Excavation	CY	$300.00
4a. Civil – Additional Soil – Top Soil	CY	$150.00
4b. Civil – Additional Soil – General or Open Site Areas	CY	$150.00
4c. Civil – Additional Soil – Trench Backfill	CY	$150.00
4d. Civil – Additional Soil – Select Fill	SY	$200.00
5. Civil Sod	SY	$250.00
6. Civil – Fine Grading	CY	$200.00
7. Civil – Grading – Cut and Export		$150.00
8. Civil – Excavation and Disposal of Unsuitable Soils	CY	$150.00
9. Civil – Seeding and Mulching	SY	$180.00
10. Civil – Site Fencing	LF	$ 12.00
11. Civil – New Asphalt Pavement (6" Granular – 5" Binder – 1.5" wearing	SY	$280.00
	SY	

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12. Civil – New Concrete Sidewalk (6" Thick)	LF	$300.00
13. Civil – Temporary Construction Fencing	LF	$ 12.00
14. Civil = New 4" DI Gravity Sewer	LF	$ 15.00
15. New 8" DI Gravity Sewer	LBS	$ 18.00
16. Miscellaneous DI Fittings	LF	$ 10.00
17. 4" DI Water Line	EA	$ 15.00
18. 4" Gate Valve	SF	$250.00
19. Drywall	SF	$ 1.25
20. Moisture Resistant Board	SF	$ 1.25
21. Tile Backer Board	SF	$ 1.25
22. Sound Batt Insulation	SF	$ 2.00
23. Drywall Finish	SF	$ 1.25
24. Standard Acoustical Ceiling	SF	$ 1.00
25. Standard Vinyl Ceiling	SF	$ 6.00
26. Un-faced Sound Batt Insulation Above Suspended Ceiling	SF	$ 2.25
27. Caulking and (2 coats) Painting of Finished Gypsum Board Walls or Ceilings	EA	$ 4.50
28. Painting of Door Frames	LF	$150.00
29. 4 ½" Rubber Cove Base	LF	$ 1.00
30. Linear Feet of Cold Water and Hot Water Domestic Pipe	CY	$ 2.00
31.Electrical – Data and Phone Outlet in Wall	EA	$100.00
32. Electrical – Junction Box Above Ceiling	EA	$ 45.00
33. Electrical – Duplex Power Outlet in Wall (120V)	EA	$ 20.00
34. Electrical – Power Outlet in Wall (240V)	EA	$ 85.00
35. Electrical – Floor Outlet for Power	EA	$ 50.00
36. Electrical – Duplex Power Outlet in Wall (120V)	EA	$ 20.00
37. Electrical – Junction Box in Wall	EA	$ 20.00
38. Electrical – Power Outlet in Wall (240V)	EA	$ 85.00
39. Electrical – Exist Light	EA	$100.00
40. Fire Extinguisher and Cabinet	EA	$400.00
41. Floor Patch/Leveling Compound	EA	$ 50.00
42. Steel Framing	EA	$ 20.00
43. Miscellaneous Steel Framing	EA	$ 30.00

§ 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.

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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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User Notes: (1248878903)

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 Rellim Contracting, LLC has completed the contract PR-029-21 for Azalea City Golf Course – Clubhouse Restrooms, 1000 Gaillard Drive, Mobile Alabama 36608. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile

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P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jeremy Wheeler
Rellim Contracting, LLC
2051 Leroy Stevens Road
Mobile, Alabama 36695
Telephone: (251) 533-9357
Email: jwheeler@rellimcontracting.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:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

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.3 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,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

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.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's

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completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents,

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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
A-G0.00	TITLE SHEET	4/12/23
A-G1.01	INDEX OF DRAWINGS & APPBREVIATIONS & ANNOTATIONS SYMBOLS	4/12/23
A-G1.02	GENERAL NOTES	4/12/23
A-G1.11	ACCESSIBILITY INFORMATION	4/12/23
A-G1.21	PARTITION TYPES	4/12/23
A-G2.01	BUILDING CODE SUMMARY	4/12/23
A-G2.02	LIFE SAFETY PLAN	4/12/23
A-G3.00	SURVEY	4/12/23
A-A0.00	SITE PLAN	4/12/23
A-A0.01	CLUBHOUSE DEMOLTION PLAN – BASE BID	4/12/23
A-A1.01	OVERALL PLAN	
A-A1.02	CLUBHOUSE FLOOR PLAN – BASE BID	4/12/23
A-A1.11	ENLARGED PLANS & INTERIOR ELEVATIONS – BASE BID	4/12/23
A-A2.01	CLUBHOUSE REFLECTED CEILING PLAN – BASE BID	4/12/23
A-A7.11	MILLWORK DETAILS	4/12/23
A-A8.01	FINISH LEGEND AND SCHEDULE	4/12/23
A-A8.02	FINSIH PLAN	4/12/23
A-P0.01	LEGENDS, NOTES & ABBREVIATIONS	4/12/23
A-P1.01	PLUMBING DEMOLITION	4/12/23
A-P2.01	FLOOR PLAN – PLUMBING	4/12/23
A-P3.01	DETAILS	4/12/23

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A-E0.01	ELECTRICAL LEGEND & ABBREVIATIONS	4/12/23
A-E0.02	ELECTRICAL SPECIFICATIONS AND NOTES	4/12/23
A-E1.01	ELECTRICAL – DEMOLITION SITE PLAN	4/12/23
A-E1.11	CLUBHOUSE LIGHTING PLAN – DEMOLITION (BASE BID)	4/12/23
A-E2.01	ELECTRICAL – NEW WORK SITE PLAN	4/12/23
A-E2.11	CLUBHOUSE LIGHTING PLAN – NEW WORK (BASE BID)	4/12/23

.4 Specifications

Section	Title	Date
	SPECIFICATIONS PART A	
DIVISION 1	GENERAL REQUIREMENTS	
010050	Project Safety	4/12/23
010100	Summary of Work	4/12/23
012100	Allowances	4/12/23
012200	Unit Prices	4/12/23
012300	Alternative Bid Items	4/12/23
013100	Project Management and Coordination	4/12/23
013200	Construction Progress Documentation	4/12/23
013300	Submittal Procedures	4/12/23
014100	Special Inspections	4/12/23
016350	Substitution Procedures	4/12/23
017000	Execution Requirements	4/12/23
017823	Operation & Maintenance Data	4/12/23
017839	Project Record Documents	4/12/23
DIVISON 2	EXISTING CONDITIONS	
024119	Selective Demolition	4/12/23
DIVISION 3	CONCRETE	
033000	Cast-in-Place Concrete	4/12/23
DIVISION 4	MASONRY	
042200	Concrete Unit Masonry	4/12/23
DIVISION 5	METALS	
051200	Steel	4/12/23
053100	Steel Deck	4/12/23
054400	Cold Formed Steel Truss	4/12/23
055000	Metal Fabrications	4/12/23
DIVISION 6	WOOD AND PLASTIC	
061000	Rough Carpentry	4/12/23
061600	Sheathing	4/12/23
064000	Architectural Woodwork	4/12/23
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
072100	Thermal Insulation	4/12/23
073113	Asphalt Shingles	4/12/23
074646	Fiber-Cement Siding	4/12/23
074620	Fiber-Cement Soffit Systems	4/12/23
076200	Flashing and Sheet Metal	4/12/23
071000	Roof Specialties	4/12/23
079200	Joint Sealer	4/12/23

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DIVISION 8	OPENINGS	
081213	Hollow Metal Frames	4/12/23
083310	Overhead Coiling Doors	4/12/23
083310	Overhead Coiling Doors	4/12/23
087100	Door Hardware	4/12/23
DIVISION 9	FINISHES	
092216	Non-Structural Metal Framing	4/12/23
092900	Gypsum Board	4/12/23
093000	Tile	4/12/23
095123	Acoustical Tile Ceilings	4/12/23
096519	Resilient Tile Flooring	4/12/23
099113	Exterior Painting	4/12/23
099123	Interior Painting	4/12/23
DIVISION 10	SPECIALTIES	
102113	Solid-Phenolic Toilet Compartments	4/12/23
102800	Toilet Accessories	4/12/23
102814	Baby Changing Stations	4/12/23
104416	Fire Extinguishers, Cabinets, and Accessories	4/12/23
105113	Metal Lockers and Locker Benches	4/12/23
105300	Walkway Canopies	4/12/23
DIVISION 22	PLUBMING	
220000	Plumbing General	4/12/23
220010	Codes and Standards	4/12/23
220020	Plumbing Related Work	4/12/23
220517	Sleeves and Sleeve Seals	4/12/23
220523	Valves	4/12/23
220526	Access Doors	4/12/23
220529	Hangers and Supports	4/12/23
220539	Testing, Cleaning, and Sterilization for Plumbing Piping	4/12/23
220550	Excavation and Backfill	4/12/23
220553	Plumbing Identification	4/12/23
220719	Plumbing Piping Insulation	4/12/23
221116	Domestic Water Piping	4/12/23
221316	Sanitary Waste and Vent Piping	4/12/23
224000	Plumbing Fixtures	4/12/23
DIVISION 23	HVAC	
233400	Hight Volume Low Speed Fans	4/12/23
DIVISION 26	ELECTRICAL (see drawings)	4/12/23
DIVISTION 31	EARTHWORK	
313116	Termite Control	4/12/23
EXHIBIT		
Exhibit A	Summary of Work	4/12/23
Exhibit B	Geotechnical Report	4/12/23
Exhibit C	Comchecks	4/12/23

.5 Addenda, if any:

Number	**Date**
#1	4/17/23

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#2	5/2/23
#3	5/15/23
#4	5/23/23

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.)

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form – A Accounting of Sales Tax Form C-3A Bid Form – B Accounting of Sales Tax Form C-3A Bid Form – C Accounting of Sales Tax Form C-3A Bid Form – D 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

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§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

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

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User Notes: (1248878903)

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

City of Mobile

Legal Name of Party to Contract:
Contractor: Rellim Contracting, LLC

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor

(Rows deleted)
(Printed name and title)

Justin Miller owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF AL
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Justin Miller as owner of Rellim Contracting, 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 29 day of June, 2023.

Haven Dunn
NOTARY PUBLIC
My Commission Expires: 9-03-2023

HAVEN N. DUNN
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES SEP. 03, 2023

Init.
/
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User Notes:
(1331836237)

EXHIBIT A
SCOPE OF WORK

AZALEA CITY GOLF COURSE –CLUBHOUSE RESTROOM

Project #PR-029-21

The renovation of the clubhouse restrooms to include ADA accessibility, flooring, lockers, restroom fixtures, painting, and lighting.

END OF SCOPE OF WORK

BOND# 107865259

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, RELLIM CONTRACTING, LLC 2051 Leroy Stevens Rd, Mobile, AL 36695, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of two hundred twenty thousand fifty and xx/100 Dollars ($220,050.00) 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 Azalea City Golf Course – Clubhouse Restroom, 1000 Gaillard Drive, Mobile, Alabama 36608, PR-029-21, 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 27 day of JUNE, 2023.

CONTRACTOR AS PRINCIPAL
Company: Rellim Contracting
(Corporate Seal)

By: _____
(Signature)
Name and Title: Justin Miller/owner

SURETY
Company: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Corporate Seal)

By: _____
(Signature)
Name and Title: Frank F. Millsaps Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Resident Agent: _____
(Signature)
Name and Title: Kaleigh E. Cranford, Manager
Company Name: Millsaps Insurance Agency
Address: 519 Azalea Road
Mobile, AL 36609
Phone and Fax: (251) 344-0427 Fax: (251) 380-0002

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **FRANK F MILLSAPS** of **MOBILE**, **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27** day of **JUNE**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

LABOR AND MATERIAL PAYMENT BOND

BOND#107865259

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, RELLIM CONTRACTING, LLC, 2051 Leroy Stevens Road, Mobile, AL 36695, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of two hundred twenty thousand fifty and xx/100 Dollars ($220,050.00) 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 Azalea City Golf Course – Clubhouse Restroom, 1000 Gaillard Drive, Mobile, Alabama 36608, PR-029-21, 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 FRANK F. MILLSAPS **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 JUNE, 2023

CONTRACTOR AS PRINCIPAL
Company: Rellim Contracting
(Corporate Seal)

By: _____
(Signature)

Name and Title: Justin Miller / Owner

SURETY
Company: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Corporate Seal)

By: _____
(Signature)

Name and Title: FRANK F MILLSAPS

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Resident Agent: _____
(Signature)

Name and Title: Kaleigh E. Cranford
Company Name: Millsaps Insurance Agency
Address: 519 Azalea Road
Mobile, AL 36609
Phone and Fax: (251) 344-0427 Fax: (251) 380-0002

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **FRANK F MILLSAPS** of **MOBILE**, **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27** day of **JUNE**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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.

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

Section I. Information about your company

Company	Rellim Contracting LLC
Address	2051 Leroy Stevens Rd. Mobile AL 36695
Telephone	251-533-9357
E-Mail	Jwheeler@RellimContracting.com

RFP/RFQ Solicitation Number	PR-029-21
Project Description	Azalea City Golf Course - Club House Restroom remod.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ✓ Female ✓ Minority _____ Non-minority _____ SDVO _____ Total #of Employees 30

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeremy Wheeler

Signature: _____ Date: 6-29-2023

Title: Project Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jeremy Wheeler Title: PM

Email: Jwheeler@RellimContracting.com Phone: 251-509-5544

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 Rellim Contracting Your Bid/Proposal Amount $ 220,50 Date: 6 / 29 / 2023 Description Azalea City Golf Course Restroom remod.

Name of Bidder/Proposer: Jeremy Wheeler

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
Banks Electrical	251-689-0250	All electrical requirments	30K	15%	Yes	
Double L Plumbing	251-721-3934	All Plumbing requirem	40 K	20%	Yes	
GCS Specialties	251-444-3559	Bathroom Dividers & Blowers	40 K	20%	NO	
JW Cabinets	251-490-4466	Cabinets	10K	5%	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Rellim Contracting LLC

Contact Person: Jeremy Wheeler Phone 251-509-5544 Email Jwheeler@RellimContracting.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.

X		**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

Rellim Contracting LLC	
Entity ID Number	000 - 349 - 544
Entity Type	Domestic Limited Liability Company
Principal Address	2051 LEROY STEVENS ROAD MOBILE VIDED, AL 36695
Principal Mailing Address	2051 LEROY STEVENS ROAD MOBILE VIDED, AL 36695
Status	Exists
Place of Formation	Mobile County
Formation Date	11/17/2015
Registered Agent Name	MILLER, JUSTIN
Registered Office Street Address	10 NOVATAN RD N MOBILE, AL 36608
Registered Office Mailing Address	10 NOVATAN RD N MOBILE, AL 36608
Nature of Business	
Organizers	
Organizer Name	MILLER, JUSTIN
Organizer Street Address	Not Provided
Organizer 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	2016 2017 2018 2019 2021 2022
Transactions	
Transaction Date Miscellaneous Filing Entry	11/30/2015 New Entity Effective 11-20-2015 10:00
Transaction Date Director/Manager/Organizer Activity	05/06/2020 WHEELER, DANIEL
Transaction Date Legal Name Changed From	05/06/2020 Rellim Contracting LLC
Transaction Date Legal Name Changed From	09/30/2020 Rellim Restoration LLC

Rellim Contracting LLC	
Transaction Date	12/20/2021
Principal Mailing Address Changed From	NOT PROVIDED NOT PROVIDED, AL
Transaction Date	12/20/2021
Principal Office Changed From	NOT PROVIDED NOT PROVIDED, AL
Transaction Date	01/11/2022
Director/Manager/Organizer Activity	*Removed WHEELER, DANIEL

Scanned Documents			
Document Date / Type / Pages	11/30/2015	Certificate of Formation	3 pgs.
Document Date / Type / Pages	05/11/2020	Articles of Amendment	3 pgs.
Document Date / Type / Pages	10/07/2020	Articles of Amendment	3 pgs.
Document Date / Type / Pages	10/20/2020	Articles of Amendment	3 pgs.
Document Date / Type / Pages	12/20/2021	Articles of Amendment	8 pgs.
Document Date / Type / Pages	01/11/2022	Articles of Amendment	3 pgs.

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201

Client Company ID Number: 2022864

Approved by:

Employer Rellim Contracting, LLC	
Name (Please Type or Print) Jenna Hubbard	**Title**
Signature Electronically Signed	**Date** 11/15/2022
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Devery Stallings	**Title**
Signature Electronically Signed	**Date** 11/15/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 11/15/2022

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2022864

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Rellim Contracting, LLC
Company Facility Address	2051 Leroy Stevens Road Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	811302544
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2023

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

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

PRODUCER

Millsaps Insurance Agency
519 Azalea Road
Mobile, AL 36609

CONTACT NAME: Stacy P. Baria, CISR
PHONE (A/C, No, Ext): (251)344-0427 FAX (A/C, No): (251)380-0002
E-MAIL ADDRESS: stacy@millsapsinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Kinsale Insurance Company	
INSURER B :	Auto-Owners Insurance Company	18988
INSURER C :	Alabama Home Builders SIF/Safety National Casualt	15105
INSURER D :	LLOYD`S OF LONDON	
INSURER E :	EVANSTON	
INSURER F :		

INSURED

RELLIM CONTRACTING, LLC
2051 Leroy Stevens Rd
Mobile, AL 36695-4144

COVERAGES CERTIFICATE NUMBER: 00013362-2573538 REVISION NUMBER: 79

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 Liabili GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	0100188954-1	04/28/2023	04/28/2024	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	5247990101	08/23/2022	08/23/2023	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	5247990100	04/19/2023	04/19/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	36842	01/01/2023	12/31/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	CyberLiability			ESL0139670755	06/01/2023	06/01/2024	Aggregate	5,000,000
E	Pollution/Profession			CPLMOL115130	02/12/2023	02/12/2024	Aggregate	1,000,000

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

Project Name: Azalea City Golf Course - Clubhouse Restroom Project Number: PR-029-21

City of Mobile is included as an additonal 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 my be purchased by additonal insured. Waiver of subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employers Liability. 30 day notice of cancellation non renewal
(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

City of Mobile
Architectural 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 Stacy Baria (SPB)

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AGENCY CUSTOMER ID: 00013362

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Millsaps Insurance Agency	RELLIM CONTRACTING, LLC
POLICY NUMBER: N/A	
CARRIER: Multiple Carriers / 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

(continued from Description of Operations)
or material change shall apply (except 10 days for non payment).

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To replace existing and add new exterior lights at the Gulf Coast Exploreum and the History Museum of Mobile

Amount of Contract:

$78,435.00 combined

Funding Source

Project # Gulf Coast Exploreum & History Museum of Mobile - Exterior Lighting MU-066-23	**Discretionary Funds**
Project String C0878/C0879/C0880 (20002000-48010)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MU-066-23 Gulf Coast Exploreum & History Museum of Mobile - Exterior Lighting	Cover Memo	8/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/2/2023 - 2:35 PM
Capital	Rhodes, Brenda	Approved	8/2/2023 - 4:12 PM
Legal	Kern, Chris	Approved	8/3/2023 - 11:34

Mayors Office	Montgomery, Brandi	Approved	8/3/2023 - 2:53 AM 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:	H & H ELECTRIC COMPANY, INC.
Project Name:	GULF COAST EXPLOREUM AND THE HISTORY MUSEUM OF MOBILE – EXTERIOR LIGHTING REPLACEMENTS
Project Number:	MU-066-23
Amount:	**$78,435.00 COMBINED CONTRACT SUM**
	$34,800.00 GULF COAST EXPLOREUM (C0878)
	$12,235.00 TELECOMMUNICATIONS BUILDING (C0879)
	$31,400.00 HISTORY MUSEUM OF MOBILE (C0880)

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: GULF COAST EXPLOREUM -EXT LIGHTING

CAPITAL PROJECT #: C0878 (20002000-48010)

CONTRACT AMOUNT: $34,800.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-066-23

PROJECT DESCRIPTION: FOR THE REPLACEMENT OF EXTERIOR LIGHTING AT THE GULF COAST EXPLOREUM (65 GOVERNMENT STREET).

VENDOR NAME: H & H ELECTRIC COMPANY, INC.

VENDOR NUMBER: 274226

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:** 8/01/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TELECOMMUNIICATION BLDG-EXT LIGHTING

CAPITAL PROJECT #: C0879 (20002000-48010)

CONTRACT AMOUNT: $12,235.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-066-23

PROJECT DESCRIPTION: FOR THE REPLACEMENT OF EXTERIOR LIGHTING AT THE TELECOMMUNICATIONS BUILDING.

VENDOR NAME: H & H ELECTRIC COMPANY, INC.

VENDOR NUMBER: 274226

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:** 8/01/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HISTORY MUSEUM OF MOB-EXT LIGHTING

CAPITAL PROJECT #: C0880 (20002000-48010)

CONTRACT AMOUNT: $31,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-066-23

PROJECT DESCRIPTION: FOR THE REPLACEMENT OF EXTERIOR LIGHTING AT THE HISTORY MUSEUM OF MOBILE (111 SOUTH ROYAL STREET).

VENDOR NAME: H & H ELECTRIC COMPANY, INC.

VENDOR NUMBER: 274226

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:** 8/01/2023

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)

H & H Electric Company, Inc
P. O. Box 461
Saraland, Alabama 36571

City of Mobile Business License Number: 000445
Secretary of State Registration Number: 000-058-646

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

The Gulf Coast Exploreum & The History Museum of Mobile
65 Government Street & 111 South Royal Street
Mobile, Alabama 36602

MU-066-23
For replacing and adding exterior lighting at three facilities

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

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609

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: (1298224225)

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 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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User Notes: (1298224225)

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 Seventy Eight Thousand Four Hundred Thirty-Five and 00/100 Dollars ($78,435.00), subject to additions and deductions as provided in the Contract Documents.

Gulf Coast Exploreum C0878:	
Base Bid:	$ 24,800.00
Contingency Allowance:	$ 10,000.00
Total Bid:	$ 34,800.00
Telecommunications Building C0879:	
Base Bid:	$ 9,735.00
Contingency Allowance:	$ 2,500.00
Total Bid:	$ 12,235.00
History Museum of Mobile C0880:	
Base Bid:	$ 26,400.00
Contingency Allowance:	$ 5,000.00
Total Bid:	$ 31,400.00
Total Contract Sum:	**$ 78,435.00**

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

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

Gulf Coast Exploreum Allowance:	$10,000.00
Telecommunications Building Allowance:	$ 2,500.00
History Museum of Mobile Allowance:	$ 5,000.00

Contingency Allowance: as above in Article 4.3

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)
N/A		

§ 4.5 Liquidated damages:

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User Notes: (1298224225)

(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 H&H Electric Company., Inc. has completed the contract for Gulf Coast Exploreum & History Museum, 65 Government Street & 111 South Royal Street, Mobile, Alabama 36602, Project #MU-066-23. 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..

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(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)

Dell Consulting, LLC
815 Downtowner Boulevard, Suite D
Mobile, Alabama 36609

and

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)

William H. Hill, President
H & H Electric Company, Inc.
P. O. Box 461
Saraland, Alabama 36571

§ 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.

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The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.4 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

.5 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.

.6 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

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	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 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.10 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.

.11 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.

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.

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The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum two (2) 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

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Number	Title	Date
T-1.0	Title Sheet	06/14/23
E-1.0	Lighting Upgrade Legend, Schedule and Specifications	06/14/23
E-2.0	Lighting Upgrade Existing Exterior Lighting Layout	06/14/23
E-3.0	Lighting Upgrade Revised Exterior Lighting Layout	06/14/23

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
01010	Summary of the Work	06/14/23
01210	Allowances	06/14/23
01210	Unit Prices	06/14/23
01770	Closeout Procedures	06/14/23
DIVISON 2 - 16	NOT USED	

.5 Addenda, if any:

Number	Date
Addendum #1	June 21, 2023
Addendum #2	June 23, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Table deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101

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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
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

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

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

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

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

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

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

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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: H & H Electric Company, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

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

William H. Hill, 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 William H. Hill, as President for H & H Electric Company, 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 28 day of July, 2023.

NOTARY PUBLIC
My Commission Expires: 2-19-2025

Init.
/
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User Notes:
(1298224225)

EXHIBIT A
SCOPE OF WORK

The Gulf Coast Exploreum & The History Museum of Mobile

Exterior Lighting

Project #MU-066-23

Replace existing decorative lights in the eaves of the History Museum of Mobile with matching LED type lights. Continue those lights around the block towards the North along the West facade of the Telecommunications Building and Exploreum Building, then at the corner, turning to the East down the front facade of the Exploreum.

END OF SCOPE OF WORK

Bond No.
B2798612

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, H&H Electric Co., Inc, PO Box 461, Saraland, Alabama 36571, 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 Seventy Eight Thousand Four Hundred Thirty-Five and no/100 Dollars ($78,435.00) 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 The Gulf Coast Exploreum & History Museum of Mobile – Exterior Lighting (MU-066-23) 65 Government Street & 111 South Royal Street, 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 20 day of July, 2023.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: William H Hill Pres

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
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Peyton Mattei, Taylor Beville, Allen Ladd, M. Harland Ison, Jr., Harry Mattei,

of Mobile, AL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Fifteen Million Dollars and 00/100 ($15,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

> "RESOLVED, that the President or any 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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

> "RESOLVED, that the signature of the President or a 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 Secretary 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 CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

THE CINCINNATI INSURANCE COMPANY

Stephen A. Dutter

Vice President

STATE OF OHIO)
) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Mark J. Huller

MARK J. HULLER, 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 Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, 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 Company at Fairfield, Ohio, this day of

Scott R Boler

Assistant Secretary

BN-1005 (5/12)

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, H&H Electric Co., Inc, PO Box 461, Saraland, Alabama 36571, 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 Seventy Eight Thousand Four Hundred Thirty-Five and no/100 Dollars ($78,435.00) 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 The Gulf Coast Exploreum & History Museum of Mobile – Exterior Lighting (MU-066-23) 65 Government Street & 111 South Royal Street, 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 **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 28 day of July, 2023

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)
By: _____
(Signature)
Name and Title: _____

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: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607
Phone and Fax: 251-473-9000/9010

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Peyton Mattei, Taylor Beville, Allen Ladd, M. Harland Ison, Jr., Harry Mattei,

of Mobile, AL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Fifteen Million Dollars and 00/100 ($15,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any 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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a 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 Secretary 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 CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jutte

Vice President

STATE OF OHIO)
COUNTY OF BUTLER) ss:

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Mark J. Huller

MARK J. HULLER, 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 Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, 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 Company at Fairfield, Ohio.
this day of .

Scott R Boler

Assistant Secretary

BN-1005 (5/12)

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	H & H ELECTRIC CO., INC.
Address	P O BOX 461 SARALAND , ALABAMA 36571
Telephone	251-675-2186
E-Mail	hhelectric@bellsouth.net

RFP/RFQ Solicitation Number	MU-066-23
Project Description	GULF COAST EXPLOREUM & HISTORY MUSEUM OF MOBILE--EXTERIOR LIGHTING
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 10 Female 2 Minority 1 Non-minority _____ SDVO _____ Total #of Employees 12

Subcontractor/Major Supplier Plan submitted by:

Printed Name: WILLIAM H. HILL

Signature: _____ Date: 07/05/2023

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: WILLIAM H. HILL Title: PRESIDENT

Email: hhelectric@bellsouth.net Phone: 251-675-2186

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 & H ELECTRIC CO., INC. Your Bid/Proposal Amount $ 78,435.00 Date:

07 / 05 / 2023 Description GULF COAST EXPLOREUM & HISTORY MUSEUM OF MOBILE -- EXTERIOR LIGHTING MU-066-23

Name of Bidder/Proposer: WILLIAM H. HILL

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
Mayer Electric	251-432-4486	Furnish Light Fixtures	$9,800.00	12.5%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: H & H ELECTRIC CO., INC.

Contact Person: WILLIAM H. HILL Phone 251-675-2186 Email hhelectric@bellsouth.net

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. **MEETINGS WERE NOT REQUIRED*
	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.

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

H & H Electric Company, Inc.	
Entity ID Number	000 - 058 - 646
Entity Type	Domestic Corporation
Principal Address	SARALAND, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/09/1979
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	HILL, WILLIAM HOWARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, JAMES N
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, CHARLOTTE
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 2022

New Search

Company ID Number: 931097

Approved by:

E-Verify Employer Agent Employer H & H Electric Co., Inc.	
Name (Please Type or Print) William H Hill	Title
Signature Electronically Signed	Date 12/15/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/15/2015

Company ID Number: 931097

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	H & H Electric Co., Inc.
Company Facility Address	13580 Celeste Road SARALAND, AL 36571
Company Alternate Address	PO Box 461 SARALAND, AL 36571
County or Parish	MOBILE
Employer Identification Number	630778256
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2023

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	CONTACT NAME: Carol Booth	
Higginbotham Insurance Agency, Inc. 115 S. University Blvd Mobile AL 36608	PHONE (A/C, No, Ext): 251-450-0061	FAX (A/C, No):
License#: 2081754 H&HELEC-01	E-MAIL ADDRESS: cbooth@higginbotham.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Alabama Self-Insured Worker's Compensation Fund	
INSURER D : Midwest Employers Casualty Company	23612
INSURER E :	
INSURER F :	

INSURED
H&H Electric Company Inc.
P O Box 461
Saraland AL 36571

COVERAGES **CERTIFICATE NUMBER:** 6585482 **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:			38043704	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			5304371400	10/1/2022	10/1/2023	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 $ 10,000			5304371401	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	272800 PTAL129001	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
B	Installation Floater			38043704	10/1/2022	10/1/2023	Limit Deductible	225,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage for the Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.
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 per 55373 5/17.
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 per 55091 5/17.
Cert holder is named as add'l insured as respects to Auto Liability as required by written contract per 58504.
Waiver of Subrogation is issued as respects to Auto Liability as required by wirtten contract per 58583.

Project: Gulf Coast Exploreum & History Museum of Mobile Exterior Lighting - MU-066-23

CERTIFICATE HOLDER

City of Mobile, Alabama
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

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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 a replacement cooling tower at the Mobile Civic Center

Amount of Contract:

$59,200.00

Funding Source

Project # Mobile Civic Center - Cooling Tower Replacement Installation Labor CC-031-23 Rebid

Discretionary Funds

Project String C0828 Civic Ctr Cooling Tower Replacement (20002000-48010)

Contract Number:4571

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
CC-031-23 Rebid Mobile Civic Center - Cooling Tower Replacement Installation Labor	Cover Memo	8/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/2/2023 - 4:02 PM
Capital	Rhodes, Brenda	Approved	8/2/2023 - 4:21 PM
Legal	Kern, Chris	Approved	8/3/2023 - 11:30 AM

Mayors Office	Montgomery, Brandi	Approved	8/3/2023 - 2:52 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:	GORAM AIR CONDITIONING COMPANY, INC.
Project Name:	MOBILE CIVIC CENTER – COOLING TOWER REPLACEMENT INSTALLATION LABOR
Project Number:	CC-031-23 REBID
Amount:	$59,200.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIVIC CTR COOLING TOWER REPLACEMENT

CAPITAL PROJECT #: C0828 (20002000-48010)

CONTRACT AMOUNT: $59,200.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-031-23 REBID

PROJECT DESCRIPTION: FOR THE INSTALLATION OF A REPLACMENT COOLING TOWER AT THE MOBILE CIVIC CENTER (401 CIVIC CENTER DRIVE).

VENDOR NAME: GORAM AIR CONDITIONING COMPANY, INC.

VENDOR NUMBER: 074050

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:** 8/02/2023

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

This Agreement made and entered into this _____ day of _____ 2023.

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

And the **Contractor**: Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License No.: 195350
Secretary of State Registration No.:000-036-895

For the following **Project**: Mobile Civic Center - Cooling Tower Replacement Installation Labor
401 Civic Center Drive
Mobile, Alabama 36602

Project Number: CC-031-23 REBID

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.

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 Fifty-Nine Thousand Two Hundred and 00/100 Dollars ($59,200.00), which includes a Contingency Allowance of One Thousand and 00/100 Dollars ($1,000.00).

1.2 Contingency Allowance shall cover cost of all material, labor, equipment, other direct costs and overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

Contingency Allowance shall be used for unforeseen contingencies 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.

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.

1.3 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.

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 Five (5) 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. /$2,000,000 Aggregate 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 two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

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

3.15 RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.16 PROOF OF ADVERTISEMENT of COMPLETION

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

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

STATE OF ALABAMA
COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Goram Air Conditioning Company, Inc. has completed the contract CC-031-23 Rebid for the City of Mobile Civic Center-Cooling Tower Replacement Installation Labor, 401 Civic Center Drive, Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.17 CONTRACTOR WARRANTY and CERTIFICATION

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

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

4.0 CONTRACT DOCUMENTS

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

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Bid Forms, dated May 30, 2023;
3. Mechanical and Electrical Drawings, and Technical Data Sheets;
4. DBE Subcontracting & Major Supplier Plan;
5. Secretary of State Entity Form;
6. E-Verify Documentation;
7. Certificate of Insurance with Endorsements.

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.

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: Goram Air Conditioning Company, Inc.

By Signature

Darren Deas, Vice President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas as Vice President of Goram Air Conditioning 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 12th day of July, 20 23.

Scarlett C. Scoggins
NOTARY PUBLIC
My Commission Expires: 4.14.25

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

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.: CC-031-23
PROJECT NAME: Cooling Tower Replacement- Installation Labor
PROJECT LOCATION: Mobile Civic Center
401 Civic Center Drive

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 April 18, 2023; and all Addendum (a) Number(s) 1, dated May 19th, 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: Goram Air Conditioning Company, Inc

ADDRESS: 1252 Houston Street, Mobile, AL. 36606 **PHONE** 251-476-5003

ALABAMA GENERAL CONTRACTOR LICENSE NO. 13689

CITY OF MOBILE BUSINESS LICENSE NO. 195350

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid: $ 58,200 .00

Contingency Allowance: + $ 1,000.00

Total Base Bid: $ 59,200 .00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Fifty Nine Thousand Two Hundred _____

_____ Dollars, ($ 59,200 .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.**

CONTINGENCY ALLOWANCE: $1,000.00 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.

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: Goram Air Conditioning Company, Inc
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Darren W. Deas
(Printed or Typed)

TITLE Vice President **DATE** May 30th **, 2023**
(Printed or Typed)

Sworn to and subscribed before me this 30th day of May 2023

_____
Notary Public

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

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:** 5/30/23

Name of Project: Civic Center Cooling Tower Replacement- Installation Labor
Project Number: CC-031-23

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
OPTION ONE BASE BID: $59,200.00	$ 570.00

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 Goram Air Conditioning Company, Inc

Mailing Address 1252 Houston Street, Mobile, AL. 36606

***By (Legal Signature)** [signature]

*Name (type or print) Darren W. Deas (Seal)

*Title Vice President

Telephone Number 251-476-5003

GENERAL NOTES:

1. DEMOLITION NOTE: CONTRACTOR SHALL NOT START ANY DEMOLITION WORK THAT REQUIRES SHUT-DOWN OF THE EXISTING CHILLERS, PUMPS, CT-3, OR RELATED ITEMS UNTIL THE NEW CT-1 AND RELATED ITEMS HAVE BEEN COMPLETED AS MUCH AS POSSIBLE WITHOUT REQUIRING ANY SHUT-DOWN. THE EXISTING TOWERS CT-1 AND CT-2 ARE NOT IN USE AND CAN BE REMOVED AS SOON AS CONTRACTOR VERIFIES THAT THE EXISTING CR VALVES FOR CT-1 AND CT-2 ARE CLOSED AND POWER IS OFF AT THE CORRESPONDING CT-1 AND CT-2 MCC MOTOR STARTERS AND DSW'S SERVING THEM. AFTER CLOSING THE CR VALVES AND TURNING POWER OFF TO THE EXISTING CT-1 AND CT-2, THOSE TOWERS CAN BE REMOVED AS WELL AS ANY PIPING OR ACCESSORIES NOT IMPACTING THE OPERATION OF THE EXISTING CHILLERS, PUMPS, CT-3, OR RELATED ITEMS.
2. NEW WORK NOTE: CONTRACTOR SHALL NOT START ANY NEW WORK THAT REQUIRES SHUT-DOWN OF THE EXISTING CHILLERS, PUMPS, CT-3, OR RELATED ITEMS UNTIL THE NEW CT-1 AND RELATED ITEMS HAVE BEEN COMPLETED AS MUCH AS POSSIBLE WITHOUT REQUIRING ANY SHUT-DOWN. PRIOR SHUT-DOWN, THE FOLLOWING ITEMS SHALL BE PROVIDED:

   ALL EXISTING CONDITIONS ARE VERIFIED INCLUDING SHUT-DOWN PROCEDURES, PIPE SIZES, LOCATIONS, AND ROUTING. VERIFY CONNECTION SIZES ON ALL EQUIPMENT INLETS AND OUTLETS.

   COORDINATE WITH OTHER TRADES, THE PROJECT MANAGER AND THE NEW COOLING TOWER (CT-1) ARRIVAL DATE AND BE PREPARED TO EXPEDITE THE CT-1 INSTALLATION UPON ARRIVAL.

   CONTRACTOR SHALL SUBMIT, OBTAIN APPROVAL, ORDER AND HAVE ALL NEW EQUIPMENT, MATERIALS, PARTS, AND ACCESSORIES REQUIRED BEFORE THE NEW COOLING TOWER ARRIVES AT THE JOBSITE. CONTRACTOR SHALL HAVE A CRANE AT THE JOBSITE UPON ARRIVAL OF THE COOLING TOWER AND START WORK IMMEDIATELY.

   ARRIVAL OF THE NEW COOLING TOWER.
3. CONTRACTOR SHALL VERIFY CLEARANCE SPACE AVAILABLE, OFFSETS REQUIRED AND WORK BY OTHER TRADES PRIOR TO ORDERING MATERIALS OR EQUIPMENT. COORDINATE PIPE ROUTING AND SUPPORT WITH EXISTING TRUSSES, PIPING AND EQUIPMENT. PROVIDE AND INSTALL SUPPORT AND REINFORCEMENTS AS REQUIRED TO SUPPORT PIPING. ADJUST PIPE ROUTING AND EQUIPMENT INSTALLATIONS AS REQUIRED.
4. CONTRACTOR SHALL INSTALL ALL EQUIPMENT, PIPING AND ACCESSORIES SUCH THAT MANUFACTURER'S RECOMMENDED CLEARANCES ARE MET FOR ACCESS TO MOTORS, FANS, COMPRESSORS, CONTROLS, ETC.
5. ALL CR AND CS PIPING AND FITTINGS SHALL BE SCHEDULE 40 BLACK STEEL. ALL PIPING, FITTINGS, SUPPORTS AND ACCESSORIES SHALL BE PAINTED WITH 2 COATS OF WHITE RUSTOLEUM PAINT. REFER TO PIPE SUPPORT DETAIL THIS SHEET. ALL CR AND CS PIPING SHALL BE PROVIDED AND SECURELY INSTALLED PER NOTES, CODES AND MANUFACTURER'S INSTRUCTIONS. INSTALLED FOR 125 PSIG WORKING PRESSURE. WELDED OR VICTAULIC CONNECTIONS ARE ALLOWED AT CONTRACTOR'S OPTION. INSTALL BUTTERFLY TYPE ISOLATION VALVES WHERE SHOWN AND REQUIRED FOR ISOLATION. USE LONG RADIUS ELBOWS UNLESS SHORT RADIUS ELBOWS ARE SPECIFICALLY APPROVED DUE TO SPACE LIMITATIONS.
6. CONTRACTOR SHALL PROVIDE ONE (1) YEAR PARTS AND LABOR WARRANTY FOR ALL EQUIPMENT AND MATERIALS FURNISHED AND INSTALLED FOR THIS PROJECT. WARRANTY PERIOD SHALL START UPON SUBSTANTIAL COMPLETION. CONTRACTOR SHALL PROMPTLY REPAIR ALL DEFICIENCIES WITHIN THE WARRANTY TIMEFRAME. WARRANTY SHALL BE FURNISHED IN WRITING TO OWNER ON CONTRACTOR'S LETTERHEAD UPON COMPLETION OF THE PROJECT.
7. CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGED ITEMS DURING WORK. REPAIRS OR REPLACEMENTS SHALL BE APPROVED BY ENGINEER AND OWNER.
8. COORDINATE ACCESS TO AREAS OF WORK AND PROJECT SCHEDULE WITH DIRECTOR OF FACILITY MAINTENANCE, GREGG BLAZE. PHONE (251) 461-1880
9. INSTALL ALL MATERIALS CAREFULLY SECURELY IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS AND MANUFACTURER'S INSTRUCTIONS.
10. ALL EQUIPMENT, LABOR AND MATERIALS SHALL BE ACCEPTABLE TO OWNER AND ENGINEER.
11. SECURELY MOUNT AND INSTALL ALL EQUIPMENT AND MATERIALS. PROVIDE REINFORCEMENTS AS REQUIRED.
12. CONTRACTOR SHALL FOLLOW PROJECT SCHEDULE AS APPROVED AND INDICATED BY PROJECT MANAGER.
13. COORDINATE EXACT ROUTING WITH EXISTING CONDITIONS AND NEW WORK. PROVIDE OFFSETS, TRANSITIONS AND ADJUST PIPE ROUTING AS REQUIRED.
14. ALL PIPING AND EQUIPMENT SYSTEMS SHALL NOT HAVE UNACCEPTABLE LEVELS OF NOISE AND VIBRATION. MAKE ANY ADJUSTMENTS OR CORRECTIONS NECESSARY TO RESOLVE ANY NOISE AND VIBRATION PROBLEMS TO SATISFY THE PROJECT MANAGER AND ENGINEER AND AT NO ADDITIONAL COSTS.
15. ALL WORK AREAS SHALL BE REGULARLY CLEANED FROM DEBRIS AND WASTE MATERIALS. PROPERLY AND SAFELY DISPOSE OF ALL REMOVED EQUIPMENT AND MATERIALS. JOBSITE SHALL BE LEFT IN CLEAN AND ACCEPTABLE CONDITION PRIOR TO FINAL ACCEPTANCE OF WORK.
16. CONTRACTOR SHALL PROVIDE A COMPLETE AND AND NEATLY ORGANIZED PDF SET OF SUBMITTALS FOR ALL EQUIPMENT AND MATERIALS BEING PROVIDED. SUBMITTALS SHALL HAVE A COVER SHEET AND INDEX OF ITEMS SUBMITTED. SUPPLIERS, CONTRACTOR AND SUBS SHALL CAREFULLY REVIEW SUBMITTALS BEFORE ISSUE FOR REVIEW. EMAIL SUBMITTAL TO PROJECT MANAGER AND ENGINEER. CLEARLY MARK SUBMITTALS WITH TAGGING, DIVISIONS, PERFORMANCE, ACCESSORIES, ETC. CONTRACTOR SHALL SUBMIT ALL EQUIPMENT, MATERIALS AND TEST & BALANCE CONTRACTOR QUALIFICATIONS.
17. CLEAN ALL EXISTING AND NEW STRAINERS AT START-UP AND BEFORE TEST AND BALANCE. RECLEAN STRAINERS AFTER 24 HOURS AND AFTER 2 WEEKS OF OPERATION.
18. COORDINATE ENTIRE INSTALLATION WITH EQUIPMENT PROVIDED, OTHER TRADES AND WITH EXISTING CONDITIONS. MAKE NECESSARY ADJUSTMENTS TO PREVENT CONFLICTS AT NO ADDITIONAL COSTS.
19. CONTROLS ARE NOT INCLUDED IN THE SCOPE OF WORK FOR THIS PROJECT.
20. ALL ELECTRICAL LABOR AND MATERIALS FOR 120V/1Ø POWER SUPPLIES AND ABOVE SHALL BE BY LICENSED ELECTRICIAN IN THE STATE OF ALABAMA WITH ALL WORK PER PLAN AND NEC REQUIREMENTS. ALL POWER WIRING SHALL BE IN SECURELY INSTALLED RIGID GALVANIZED CONDUIT. CONTRACTOR SHALL PROVIDE ALL POWER RELATED WORK PER NEC REQUIREMENTS AND FURNISH CONDUIT, WIRING AND ACCESSORIES TO MEET THE NEEDS OF THE PROJECT FOR CONNECTION AND OPERATION OF THE NEW COOLING TOWER.
21. TEST AND BALANCE SHALL BE ACCURATELY PROVIDED BY CERTIFIED TAB COMPANY AND BALANCED PER AABC OR NEBB REQUIREMENTS. TAB CONTRACTOR SHALL BE AABC OR NEBB CERTIFIED. PROVIDE COMPLETE AND CORRECT PDF TEST & BALANCE REPORTS FOR ENGINEER'S RECORDS AND OWNER RECORDS.
22. CONTRACTOR SHALL PROVIDE A FINAL SET OF AS-BUILT DRAWINGS UPON PROJECT CLOSE-OUT. REGULARLY MARK-UP ANY VARIATIONS FROM EXISTING CONDITIONS OR CHANGES MADE AS WORK PROGRESSES.
23. ANY CONTROLS REQUIRED SHALL BE UNDER A SEPARATE CONTRACT AND ARE NOT PART OF THIS CONTRACT

VICINITY MAP

DRAWING SET INDEX

M-1	SCHEDULE, DETAIL, GENERAL NOTES, LEGEND AND PROJECT VICINITY MAP
M-2	DEMOLITION PLAN, NEW WORK PLAN AND REVISIONS

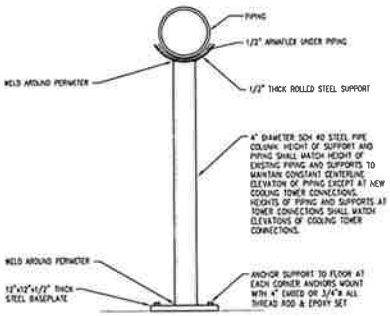
COOLING TOWER SCHEDULE

MARK	TYPE	CAPACITY GPM	E.W.T. (°F)	L.W.T. (°F)	EWB (°F)	COOLING TOWER SHIPPING WEIGHT AND DIMENSIONS: WEIGHT	LENGTH	WIDTH	HEIGHT	ELECTRICAL DATA: MOTORS	VOLTS	HP	PHASE	FLA PER MOTOR	COOLING TOWER ORDERED BY THE CITY OF MOBILE
CT-1	INDUCED DRAFT - COUNTERFLOW	1,500	95°F	85°F	80°F	10,970 lbs	21'-0"	11'-5"	14'-4"	2 @ 20 HP	460	60	3	24.1 AMPS	EVAPCO MODEL AT 2B-144211L

NOTES:
1. COOLING TOWER PERFORMANCE IS FOR FULL SPEED OPERATION WITH BOTH TOWER FANS OPERATING.
2. COOLING TOWER SHALL HAVE AN EXTERNAL WITH A LADDER AND A LADDER EXTENSION FOR SERVICING EACH MOTOR. LADDERS AND EXTENSIONS SHALL BE FIELD INSTALLED BY CONTRACTOR.
3. COOLING TOWER SHALL BE INDUCED DRAFT, VERTICAL DISCHARGE COUNTERFLOW COOLING TOWER WITH VANE AXIAL ALUMINUM FANS, BELT FAN DRIVES, PVC AIR INLET LOUVERS, FILL DRIFT ELIMINATORS AND WATER DISTRIBUTION SYSTEM, HOT DIPPED GALVANIZED CASING, STRUCTURE AND BASIN FOR LOWEST COST OPTION AS REQUESTED.
4. POWER SUPPLY TO EACH FAN MOTOR SHALL BE INDEPENDENT. POWER WIRING TO EACH MOTOR SHALL BE BY CONTRACTOR. REFER TO PLANS AND NOTES.
5. COOLING TOWER SHALL HAVE AN OVERSIZED BOTTOM OUTLET TO EXISTING SUMP.

MECHANICAL LEGEND

AFF	ABOVE FINISHED FLOOR
CH	CHILLER
CP	CONDENSER WATER PUMP
CR	CONDENSER WATER RETURN
CS	CONDENSER WATER SUPPLY
CT	COOLING TOWER
CWP	CHILLED WATER PUMP
DSW	DISCONNECT SWITCH
(E)	EXISTING
GPM	GALLONS PER MINUTE
TS	TEMPERATURE SENSOR
TYP.	TYPICAL
	CONNECTION FROM NEW TO EXISTING



NOTE: CONTRACTOR SHALL PROVIDE AND INSTALL PIPE COLUMN SUPPORTS FOR ALL NEW CONDENSER PIPING. THE PIPING SUPPORTS SHALL BE WITHIN 12" OF EACH 90# ELBOW AND AT A MAXIMUM OF 8'-0" ON CENTERS BELOW NEW PIPING. COORDINATE EXACT LOCATIONS WITH EXISTING CONDITIONS AND NEW WORK FOR SECURE SUPPORT OF PIPING AND MAINTAIN CLEARANCES FOR ACCESS AND MAINTENANCE FOR EQUIPMENT. PAINT ALL NEW PIPING, FITTINGS, BASEPLATES AND SUPPORTS WITH TWO COATS OF WHITE RUSTOLEUM PAINT.

PIPE COLUMN DETAIL
NOT TO SCALE

Lewis Engineering & Associates, Inc.

Cooling Tower Replacement
City of Mobile Project CC-031-23
Mobile Civic Center
Mobile, Alabama

Sheet Title: SCHEDULE, DETAIL, GENERAL NOTES, LEGEND AND PROJECT VICINITY MAP

PERMIT ISSUE

Project Number: L2301

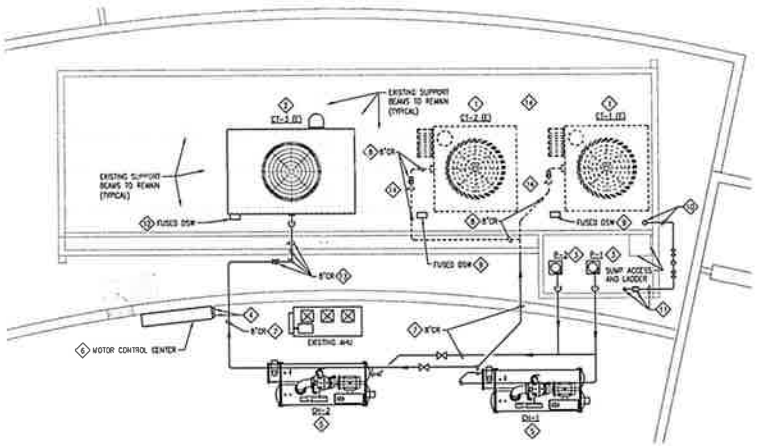
Date: 4/17/23

Drawn By: SPB

Checked By: KLL

Sheet No. **M-1**

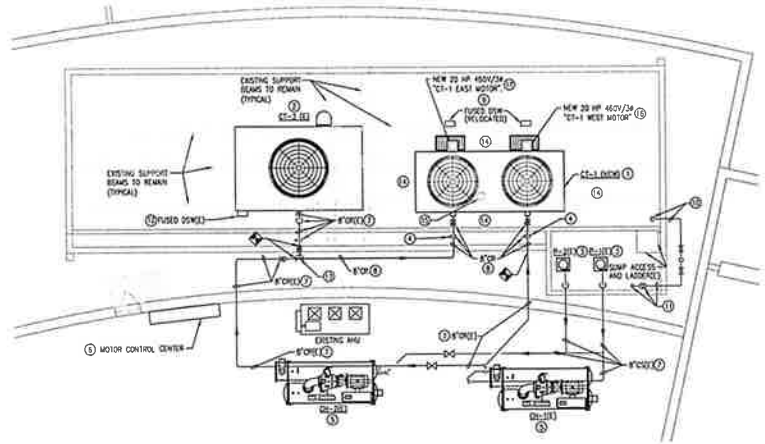
PROPOSED CRANE (15) LOCATION IS IN PARKING LOT SOUTH OF AREA OF WORK



DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

PROPOSED CRANE (18) LOCATION IS IN PARKING LOT SOUTH OF AREA OF WORK.



NEW WORK PLAN

SCALE 1/8" = 1'-0"

DEMOLITION KEYNOTES

1. PRIOR TO ARRIVAL OF NEW COOLING TOWER, SHUT-DOWN POWER AT EXISTING COOLING TOWER (CT) AND REMOVE EXISTING POWER FEEDER. CLOSE CONDENSER RETURN (CR) VALVE TO PREVENT FLOW TO EXISTING CT AND REMOVE CR PIPING FROM CT TO OUTLET OF VALVE. REMOVE EXISTING CT AND ACCESSORIES. RECYCLE REMOVED ITEMS WHERE POSSIBLE AND PROPERLY DISPOSE OF REST. PREPARE FOR INSTALLATION OF NEW CT TO EXPEDITE REPLACEMENT WITH MINIMAL TIME FOR SHUT-DOWN AND CRANE.
2. EXISTING CT TO REMAIN IN OPERATION UNTIL NEW COOLING TOWER INSTALLATION IS COMPLETE AND FULLY OPERATIONAL.
3. EXISTING 2-STAGE VERTICAL TURBINE PUMP TO REMAIN FOR USE. NOTE ONLY ONE PUMP RUNS AT A TIME.
4. EXISTING CONTROLS SHALL BE REMOVED AFTER INSTALLATION OF NEW DDC CONTROLS AND ACCEPTABLE COMPLETION OF THE NEW TOWER AND ACCEPTABLE START-UP. CONTROLS CONTRACTOR SHALL REVIEW EXISTING CONTROLS AND UPGRADE PER NEW WORK PLANS AND CONTROLS REQUIREMENTS.
5. EXISTING CHILLER, PIPING, VALVES, SUPPORTS AND ACCESSORIES TO REMAIN FOR REUSE. NOTE ONLY ONE CHILLER RUNS AT A TIME.
6. EXISTING MOTOR CONTROL CENTER (MCC) TO REMAIN. NOTE: THE MCC CONTAINS ALL THE EXISTING MOTOR STARTERS WITH HAND-OFF-AUTO SWITCHES AND INDICATION OF EQUIPMENT SERVED AND TAGGING INCLUDING THE EXISTING COOLING TOWERS AND PUMPS. THE POWER TO EXISTING FUSED DSW'S SERVING CT-1 (LABELED TOWER FAN 1) AND CT-2 (LABELED TOWER FAN FAN 2) SHALL BE SHUT-OFF AT THE CORRESPONDING MOTOR STARTER PRIOR TO START OF DEMOLITION.
7. EXISTING PIPING TO REMAIN TYPICAL WHERE SOLID
8. EXISTING PIPING, VALVES, AND SUPPORTS TO BE REMOVED. TYPICAL WHERE DASHED.
9. EXISTING 20 HP COOLING TOWER FUSED DSW TO BE REMOVED AND RELOCATED FOR NEW COOLING TOWER 20 HP MOTOR. REFER TO NEW WORK PLAN FOR NEW DSW LOCATION.
10. EXISTING 3" CW TO SUMP FOR FAST FILL TO REMAIN.
11. EXISTING 2" CW TO SUMP FOR NORMAL FILL AND FLOAT VALVE ASSEMBLY.
12. EXISTING FUSED DSW TO BE SHUT-OFF AND LOCKED AS SOON AS NEW COOLING TOWER INSTALLATION IS COMPLETE AND FULLY OPERATIONAL.
13. EXISTING PIPING, VALVES AND SUPPORTS TO REMAIN EXCEPT FOR ELBOW REPLACEMENT WITH A TEE AFTER INSTALLATION OF THE NEW COOLING TOWER, POWER SUPPLY, AND ALL NEW PIPING EXCEPT FOR THE NEW 8"CR CONNECTION FOR CT-1. REFER TO NEW WORK PLAN
14. EXISTING PLYWOOD DECKING IN THE AREA OF WORK SHALL BE REMOVED BY THE CITY OF MOBILE AFTER DEMOLITION OF CT-1, CT-2, PIPING, AND ACCESSORIES. NEW PLYWOOD DECKING IN THE AREA OF WORK SHALL BE INSTALLED BY THE CITY OF MOBILE AS SOON AS NEW CT-1 IS INSTALLED.
15. PROPOSED CONTRACT CRANE LAYDOWN LOCATION IS IN THE CIVIC CENTER PARKING LOT SOUTH OF THE AREA OF WORK. VERIFY EXACT LOCATION WITH CRANE BEING USED IN ADVANCE OF CRANE ARRIVAL WITH APPROVAL FROM CITY OF MOBILE.

NEW WORK KEYNOTES

1. SECURELY INSTALL NEW COOLING TOWER (CT-1) PER MANUFACTURER'S INSTRUCTIONS. COORDINATE EXACT LOCATION OF NEW CT-1 WITH EXISTING STRUCTURAL BEAMS. SUPPORT CT-1 ON AS MANY BEAMS AS POSSIBLE. ADD HOT-DIPPED GALVANIZED STEEL I-BEAMS FOR STRUCTURAL REINFORCEMENT AS NEEDED. SECURELY CONNECT A NEW 8"CR PIPE TO EACH OF THE TWO NEW CT-1 CR CONNECTIONS. SECURELY ROUTE AND CONNECT ELECTRICAL FEEDERS TO EACH NEW 20 HP 460V/3PH MOTOR.
2. AFTER COMPLETION OF NEW CT-1 WITH APPROVED INSTALLATION, EXISTING CT-3 SHALL BE SHUT-DOWN. POWER SHALL BE SHUT-OFF AT THE EXISTING MCC MOTOR STARTER FOR CT-3 (LABELED TOWER FAN #3) AND THE LOCK THE EXISTING CT-3 DSW CLOSED. ABANDON EXISTING CT-3 IN PLACE.
3. EXISTING 2-STAGE VERTICAL TURBINE PUMPS TO REMAIN FOR USE. ONLY ONE PUMP SHALL RUN AT A TIME. BALANCE EACH PUMP TO 1,500 GPM.
4. 8" CR BYPASS WITH NORMALLY CLOSED BUTTERFLY VALVE. ROUTE 8" CR BYPASS TO SUMP BELOW.
5. EXISTING CHILLER, PIPING, VALVES, SUPPORTS AND ACCESSORIES TO REMAIN FOR REUSE. ONLY ONE CHILLER SHALL RUN AT A TIME. BALANCE EACH CHILLER CS FLOW FOR 1500 GPM.
6. EXISTING MOTOR CONTROL CENTER (MCC) TO REMAIN. NOTE: THE MCC CONTAINS ALL THE EXISTING MOTOR STARTERS WITH HAND-OFF-AUTO SWITCHES AND INDICATION OF EQUIPMENT SERVED AND TAGGING INCLUDING THE EXISTING COOLING TOWERS AND PUMPS. THE POWER TO EXISTING FUSED DSW'S WERE SUPPLIED BY THE EXISTING STARTERS IN THE MCC. RELABLE THE EXISTING "TOWER FAN 1" STARTER TO READ "NEW CT-1 WEST MOTOR". RELABLE THE EXISTING "TOWER FAN 2" STARTER TO "NEW CT-1 EAST MOTOR".
7. EXISTING PIPING TO REMAIN TYPICAL WHERE LIGHT.
8. NEW 8"CR PIPING, VALVES AND PIPING SUPPORTS SHALL BE INSTALLED. NEW PIPING SUPPORTS SHALL BE CONSTRUCTED PER PIPE SUPPORT DETAIL ON SHEET M-1. LOCATE SUPPORTS NEAR ALL NEW ELBOWS AND AT A MAXIMUM OF 8'-0" ON CENTER SPACING, TYPICAL WHERE SHOWN.
9. EXISTING RELOCATED FUSED DSW FED BY EXISTING MCC MOTOR STARTERS. REFER TO NEW WORK KEYNOTE 6 ABOVE. LABLE THE WEST LOCATED DSW AS "DSW FOR NEW CT-1 WEST MOTOR". LABLE THE EAST LOCATED DSW AS "DSW FOR NEW CT-1 EAST MOTOR". POWER FEEDS FOR EACH DSW SHALL BE FROM THE CORRESPONDING STARTER IN THE MCC. FEEDERS FROM THE STARTERS TO THE CORRESPONDING DSW AND FROM THE DSW TO THE CORRESPONDING MOTOR (WEST OR EAST AS APPLICABLE) SHALL EACH BE 4#8AWG CONDUCTORS WITH 1" RIGID GALVANIZED CONDUIT NEATLY AND SECURELY INSTALL DSW'S AND CONDUITS.
10. EXISTING 3" CW TO SUMP FOR FAST FILL TO REMAIN.
11. EXISTING 2" CW TO SUMP FOR NORMAL FILL AND FLOAT VALVE ASSEMBLY.
12. EXISTING FUSED DSW TO BE SHUT-OFF AND LOCKED AS SOON AS NEW COOLING TOWER INSTALLATION IS COMPLETE AND FULLY OPERATIONAL.
13. EXISTING PIPING, VALVES AND SUPPORTS TO REMAIN EXCEPT FOR ELBOW REPLACEMENT WITH A NEW 8"x8"x8" TEE FITTING AFTER INSTALLATION OF THE NEW CT-1 AND ALL ITEMS REQUIRED FOR OPERATION EXCEPT FOR THE NEW 8"CR CONNECTION FOR CT-1. ROUTE NEW 8" CR PIPING TO WITHIN 24" OF EXISTING 8" ELBOW BEFORE REMOVING AND REPLACING WITH TEE.
14. NEW PLYWOOD DECKING IN THE AREA OF WORK SHALL BE INSTALLED BY THE CITY OF MOBILE AS SOON AS THE NEW CT-1 IS INSTALLED.
15. BOTTOM OUTLET FROM CT-1 TO SUMP. INSURE LOCATION OF BOTTOM OUTLET IS NOT PLACED OVER AND STRUCTURAL BEAMS OR ANY OBSTRUCTIONS EFFECTING WATER FLOW.
16. 20 HP 460V/3Ø MOTOR. CONNECT TO RELOCATED DSW FED BY EXISTING MCC MOTOR STARTER SERVING OLD CT-1 (LABELED TOWER FAN 1). RELABLE STARTER AS "NEW CT-1 WEST MOTOR".
17. 20 HP 460V/3Ø MOTOR. CONNECT TO RELOCATED DSW FED BY EXISTING MCC MOTOR STARTER SERVING OLD CT-2 (LABELED TOWER FAN 2). RELABLE STARTER AS "NEW CT-1 EAST MOTOR".
18. PROPOSED CONTRACT CRANE LAYDOWN LOCATION IS IN THE CIVIC CENTER PARKING LOT SOUTH OF THE AREA OF WORK. VERIFY EXACT LOCATION WITH CRANE BEING USED IN ADVANCE OF CRANE ARRIVAL WITH APPROVAL FROM CITY OF MOBILE.

Lewis Engineering & Associates, Inc.

Cooling Tower Replacement
City of Mobile Project CC-031-23
Mobile Civic Center
Mobile, Alabama

ALABAMA LICENSED PROFESSIONAL ENGINEER 4-17-23 KENNETH L. LEWIS

Sheet Title: DEMOLITION PLAN, NEW WORK PLAN, AND KEYNOTES

PERMIT ISSUE

Project Number: L2301

Date: 4/17/23

Drawn By: SPB

Checked By: KLL

Sheet No. **M-2**

Cooling Tower Technical Data Sheet

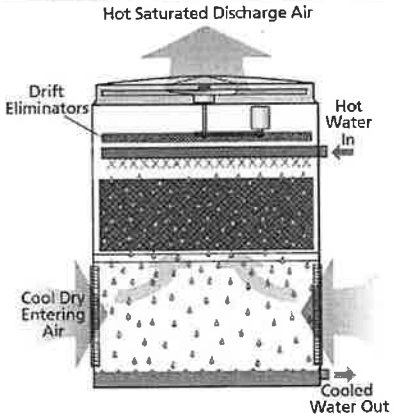
evapco for LIFE

(1) AT 29-4K21

Project Details

Project Name : Mobile Civic Center
Location: TBD UNK

Date: 1/13/2023
Customer:
Contact:
Contact Email:



Product Description

The original Advanced Technology cooling tower provides an induced-draft, axial fan solution for a wide array of outdoor cooling capacities.

Selection Criteria	Total	Each Unit
Flow:	1,500.0 GPM	1,500.0 GPM
Fluid:	Water	Water
Entering Fluid Temp:	96.0°F	96.0°F
Leaving Fluid Temp:	86.0°F	86.0°F
Entering Wet Bulb:	81.0°F	81.0°F

Required Capacity
7,500.00 MBH
500.00 Tons

Unit Selected

One(1) EVAPCO AT 29-4K21 at 104.2% capacity (7,815.00 MBH)

Product Line is CTI/ECC Certified. Selection is rated in accordance with CTI Standard 201 RS.

Physical Data Per Unit

Overall Dimensions (WxLxH):	8'-5 1/2" x 21'-0" x 14'-3/4"
Operating Weight:	15,260 lbs
Shipping Weight:	10,970 lbs
Heaviest Section:	7,780 lbs

*weights and dimensions could vary depending on options selected

IBC Design Capability

IBC Standard Structural Design
1.0 Importance Factor Specified

Seismic(Sds):	up to 1.34 g, z/h = 0
Wind Load(P):	up to 119 psf

Fan Motor Data per Unit

Number of Fans:	2
# of Fan Motors:	2
Nameplate Power (460/3/60):	20.00 HP Per Motor
Total Connected Nameplate Power:	40.00 HP
Typical Nameplate FLA:	24.1 Amps Per Motor

*Nameplate FLA could vary

Additional Details Per Unit

Air Flow:	120,900 CFM

Hydraulic Data

Inlet Pressure Drop:	3.1 psi
Evaporated Water Rate:	12.00 GPM

Layout Criteria

From FACE B/D to wall:	3.00ft
From FACE A/C to wall:	3.00ft
Between FACE B/D ends:	3.00ft
Between FACE A/C sides:	6.00ft

Shipping Data

1 Basin Sections: (WxLxH): 102" x 252" x 65" ; 3190lbs each* | 1 Casing Sections: (WxLxH): 102" x 252" x 114" ; 7780lbs each*
*dimensions and weights above include shipping skids

Accessories

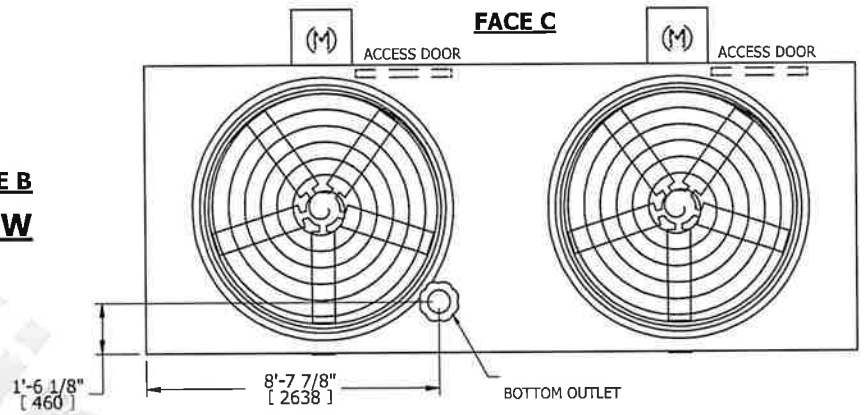
(1) ASHRAE 90.1-2019 Energy Compliant
(1) Oversized Outlet for Remote Sump; BFW/GRVD; 12"
(1) Ladder Extension; 4 Feet
(1) IBC Standard Structural Design
(1) EVAPAK Fill
(2) Fan Motor: Inverter Capable, Premium Efficient
(1) 1.0 Importance Factor Specified
(1) Ladder
(2) Fan Motor: Space Heaters

UNIT	COOLING TOWER		EVAPCO, INC.	DWG. #	T3092148-DRF-RS	REV.	-
MODEL #	AT 29-4K21	SCALE	NTS	SERIAL #		DATE	1/13/2023

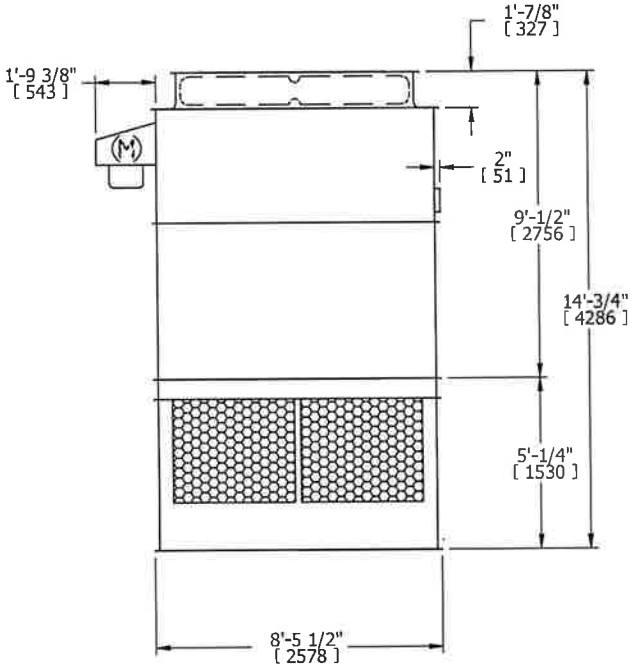
NOTES:
1. (M)- FAN MOTOR LOCATION
2. HEAVIEST SECTION IS UPPER SECTION
3. MPT DENOTES MALE PIPE THREAD
   FPT DENOTES FEMALE PIPE THREAD
   BFW DENOTES BEVELED FOR WELDING
   GVD DENOTES GROOVED
   FLG DENOTES FLANGE
4. +UNIT WEIGHT DOES NOT INCLUDE ACCESSORIES (SEE ACCESSORY DRAWINGS)
5. 3/4" [19MM] DIA. MOUNTING HOLES. REFER TO RECOMENDED STEEL SUPPORT DRAWING.
6. DIMENSIONS LISTED AS FOLLOWS:
   ENGLISH FT-IN
   [METRIC] [mm]

FACE B

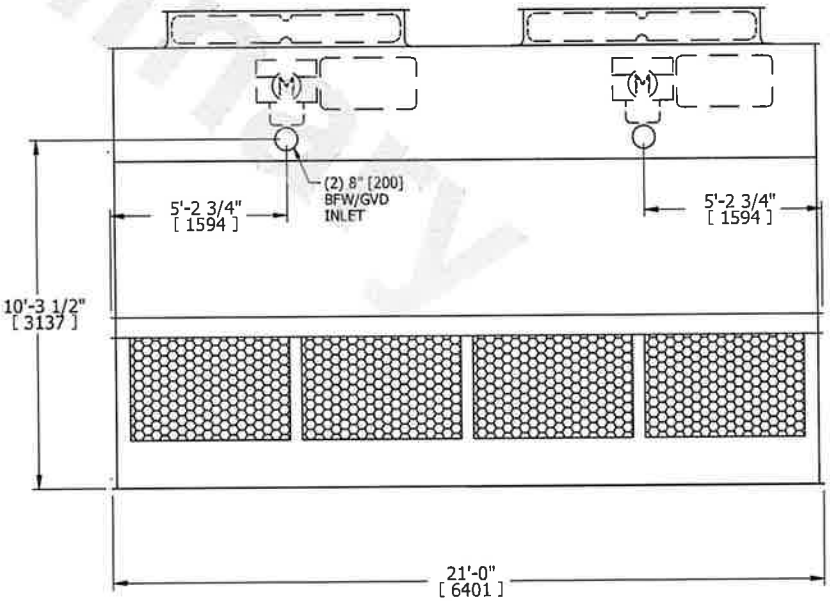
PLAN VIEW



FACE A



FACE B



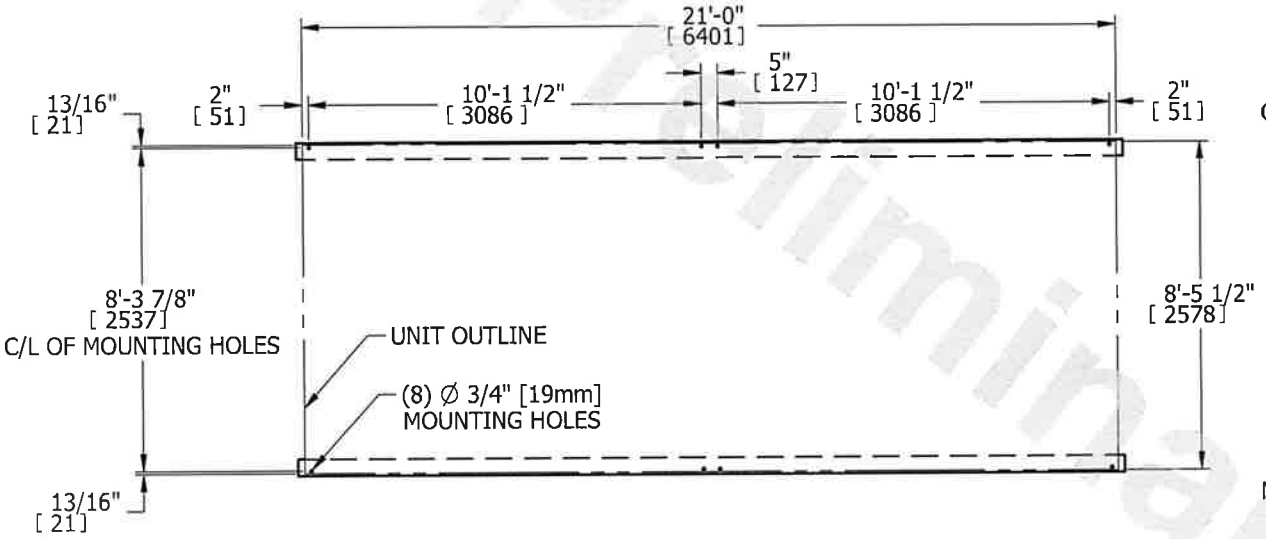
FACE A

SHIPPING WEIGHT	10970 lbs+ [4980] kg+	OPERATING WEIGHT	15260 lbs+ [6925] kg+	HEAVIEST SECTION WEIGHT	7780 lbs+ [3530] kg+	NO. OF SHIPPING SECTIONS	2	DRAWN BY:	JLG

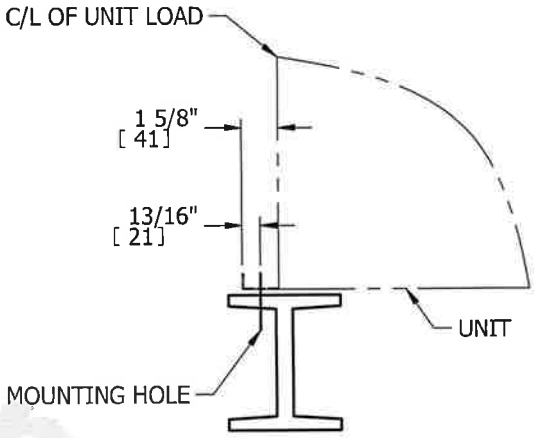
Preliminary

UNIT	AT 29-4K21	EVAPCO, INC.	DWG. #	SLIX0921-DF
TITLE	STEEL SUPPORT CONFIGURATION		SCALE N.T.S.	DRAWN BY JLG

Preliminary



PLAN VIEW

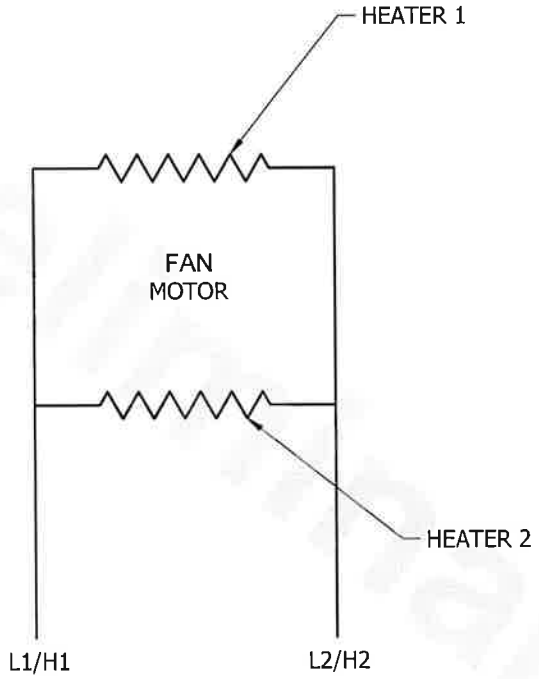


TYPICAL END VIEW

NOTES:

1. BEAMS SHOULD BE SIZED IN ACCORDANCE WITH ACCEPTED STRUCTURAL PRACTICES. MAXIMUM DEFLECTION OF BEAM UNDER UNIT TO BE 1/360 OF UNIT LENGTH NOT TO EXCEED 1/2" [13mm].
2. DEFLECTION MAY BE CALCULATED BY USING 55% OF THE OPERATING WEIGHT AS A UNIFORM LOAD ON EACH BEAM. SEE CERTIFIED PRINT FOR OPERATING WEIGHT.
3. SUPPORT BEAMS AND ANCHOR HARDWARE ARE TO BE FURNISHED BY OTHERS. ANCHOR HARDWARE TO BE ASTM A325 5/8" [16mm] BOLT OR EQUIVALENT.
4. BEAMS MUST BE LOCATED UNDER THE FULL LENGTH OF THE PAN SECTION.
5. SUPPORTING BEAM SURFACE MUST BE LEVEL. DO NOT LEVEL THE UNIT BY PLACING SHIMS BETWEEN THE UNIT MOUNTING FLANGE AND THE SUPPORTING BEAM.
6. THE FACTORY RECOMMENDED STEEL SUPPORT CONFIGURATION IS SHOWN. CONSULT THE FACTORY FOR ALTERNATE SUPPORT CONFIGURATIONS.
7. UNIT SHOULD BE POSITIONED ON STEEL SUCH THAT THE ANCHORING HARDWARE FULLY PENETRATES THE BEAM'S FLANGE AND CLEARS THE BEAM'S WEB.
8. WHEN VIBRATION ISOLATION IS REQUIRED, THE VIBRATION ISOLATORS (BY OTHERS) MUST BE LOCATED UNDER THE SUPPORTING BEAMS AND NOT BETWEEN THE SUPPORTING STEEL BEAMS AND THE UNIT.
9. DIMENSIONS LISTED AS FOLLOWS: ENGLISH FT-IN
   [METRIC] [mm]

UNIT	AT 29-4K21	EVAPCO, INC.	DWG. #	MHAU0000-DB
TITLE	FAN MOTOR SPACE HEATERS		SCALE N.T.S.	DRAWN BY BLL

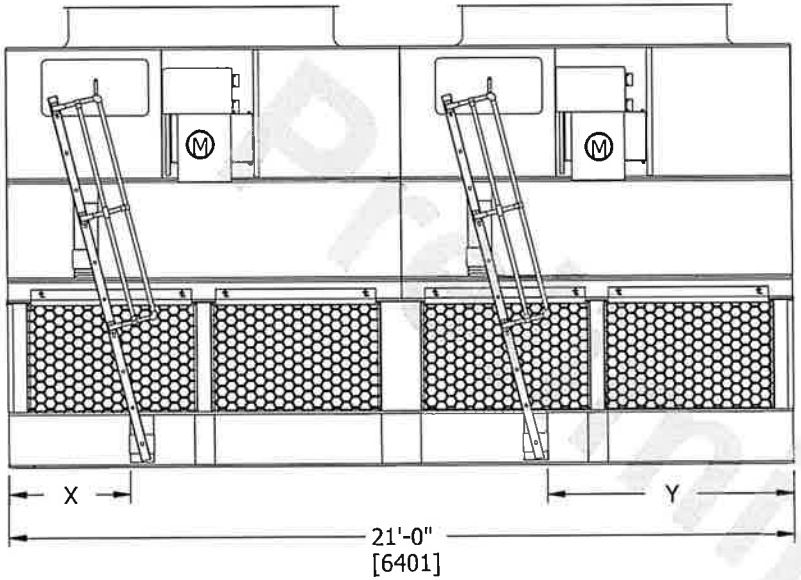


ELECTRICAL DATA:
VOLTAGE: 120V
CURRENT: <2AMPS

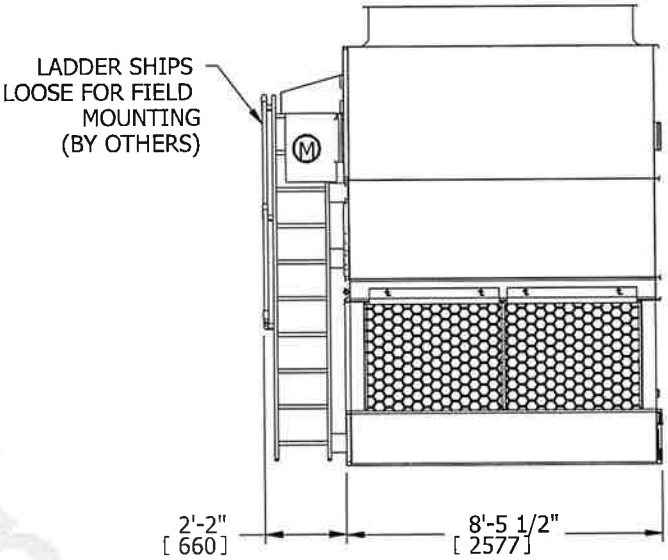
NOTE:
1. FAN MOTOR SPACE HEATERS SHOULD BE ENERGIZED WHEN MOTOR IS OFF TO PREVENT CONDENSATION IN THE MOTOR
2. FAN MOTOR SPACE HEATERS MUST BE SWITCHED OFF WHEN MOTOR IS RUNNING

Preliminary

UNIT	AT 29-4K21	EVAPCO, INC.	DWG. #	LDT30921DC
TITLE	SLOPED LADDER INSTALLATION PACKAGE		SCALE N.T.S.	DRAWN BY JSP



FACE C



FACE B

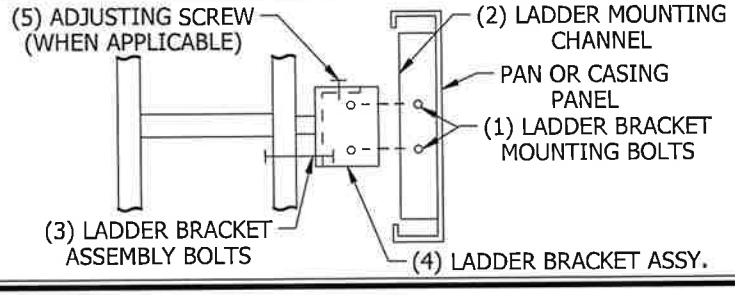
NOTE:
1. REFER TO RIGGING PACK FOR LADDER AND PLATFORM MOUNTING INSTRUCTIONS.
2. DIMENSIONS LISTED AS FOLLOWS: ENGLISH FT-IN [METRIC] mm
3. (M)-FAN MOTOR LOCATION

RIG LADDER BEFORE PIPING UNIT

* THE BOTTOM OF THE LADDER IS AT THE BASE OF THE UNIT. IF THE UNIT IS ELEVATED THEN A LADDER EXTENSION SHOULD BE CONSIDERED. (CONSULT FACTORY). LADDER EXTENSIONS OF UP TO 3 FEET CAN BE ADDED WITHOUT ANY ADDITIONAL SUPPORT. FOR A LADDER EXTENSION LONGER THAN 3 FEET ADDITIONAL SUPPORT MUST BE PROVIDED BY OTHERS.

MODEL #	X DIM		Y DIM	
	FT-IN	[mm]	FT-IN	[mm]
AT/USS 29-121, 421 AT 29-2G21, 2H21, 2I21, 2J21	3'- 3/4 "	933	6'-9"	2057
AT/USS 29-221, 321, 621, 821 AT 29-3G21, 3H21, 3I21, 3J21, 3K21	3'-3 11/16"	1008	6'-6 1/16"	1983
AT/USS 29-521, 721, 921 AT 29-4G21, 4H21, 4I21, 4J21, 4K21, 4L21	3'-6 15/16"	1091	6'-2 3/4 "	1899

CUSTOMER INSTALLATION NOTES:
A. REMOVE LADDER BRACKET MOUNTING BOLTS (1) FROM LADDER MOUNTING CHANNELS (2) ON PAN CASING SECTIONS.
B. LOOSEN, BUT DO NOT REMOVE, LADDER BRACKET ASSY. BOLTS (3).
C. TO ASSEMBLE, SLIDE LADDER BRACKET ASSY. (4) OVER LADDER MOUNTING CHANNELS (2) LOCATED ON PAN AND CASING (DO NOT REMOVE LADDER BRACKET ASSY. (4) FROM LADDER.)
D. ALIGN HOLES AND REINSTALL LADDER BRACKET MOUNTING BOLTS (1) THROUGH LADDER BRACKET ASSY. (4) AND LADDER MOUNTING CHANNELS (2).
E. TIGHTEN ALL BOLTS.
F. TIGHTEN ADJUSTING SCREW (5) IN THE ADJUSTABLE MOUNTING BRACKETS WHEN APPLICABLE.



Preliminary

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Ccmpany	Goram Air Conditioning Company, Inc.
Address	1252 Houston Street, Mobile, Alabama, 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	CC-031-23
Project Description	Cooling Tower Replacement
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 42 Female 6 Minority 11 Non-minority 37 Vets 4 Total #of Employees 49

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren W. Deas

Signature: _____ Date: June 5th

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: Darren W. Deas Title: Vice President

E-mail:_ Phone: Darren@goramair.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 # CC-031-23 Your Bid/Proposal Amount $ 53,800.00 Date: 06 / 05 / 23

Description Cooling Tower Replacement

Name of Bidder/Proposer: Goram Air Conditioning Company, 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
Crane works	251-288-6154	Provide Crane	5200.00	10	NO	
Smith Electric	251-471-4723	Electrical	6000.00	11	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc.

Contact Person: Darren W. Deas Phone 251-476-5003 Email Darren@goramair.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 N/A	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	X N/A	**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.
True

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.
No DBE Crane's or electrical groups to handle this project

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Could not locate any DBE's to perform a project of this size.

Please indicate additional efforts you have taken to recruit and engage DBEs. Looked through the City provided DBE list

Suggestions or comments to improve this program. Do away with this program and use qualified local contractors.

Alabama Secretary of State

Goram Air Conditioning Company, Inc.	
Entity ID Number	000 - 036 - 895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
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.	

Goram Air Conditioning Company, Inc.	
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 2022
Transactions	
Transaction Date Registered Agent Changed From	05/28/2002 * Added
Transaction Date Registered Agent Changed From	09/02/2021 GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

E-Verify

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2023

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606
License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Self-Insured Worker's Compensation Fund	
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606
GORAAIR-01

COVERAGES **CERTIFICATE NUMBER:** 275933239 **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			A0160905003	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCURRENCE						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			A0160905001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A0058895	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			P100546AL2023	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		PTAL129001	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
A	Leased/Rented Equipment			A016095002	1/1/2023	1/1/2024	Limit: $90,000	Ded: $1,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies 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.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders
See Attached...

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 366331827

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: GORAAIR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
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

only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project Name: Mobile Civic Center -Cooling Tower Replacement Installation
Project Location: 401 Civic Center Drive, Mobile, Alabama 36602
Project NO: #CC-031-23 REBID

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).

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

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POLICY NUMBER: A0160905003

IL 70 60 08 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
   a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
   b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and
   c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;
3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured:	Goram Air Conditioning Company, Inc.
Endorsement Effective Date:	01-01-2023

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS 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" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:	Goram Air Conditioning Company, Inc.
Endorsement Effective Date:	01-01-2023

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the "accident" 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 person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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:	Goram Air Conditioning Company, Inc.
Endorsement Effective Date:	01-01-2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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POLICY NUMBER: A0160905003

IL 70 60 08 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
   a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
   b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and
   c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;
3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

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 Person or Organization:
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in contracts
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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 you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in contracts.
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition 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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage.
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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. 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 loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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POLICY NUMBER: A0058895

IL 70 60 08 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO OTHERS

This endorsement modifies the coverage provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL EXCESS/UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Person(s) Or Organization(s)	Number of Days Notice
City of Mobile	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following additional condition is added:

A. Notice of Cancellation to Others

1. If we send notice of cancellation to the Named Insured shown in the declarations, for a reason other than nonpayment of premium, we will provide notice of such cancellation to the person(s) or organization(s) listed in the schedule of this endorsement (the schedule);
2. This notice:
   a. Will be provided not less than the number of days shown in the schedule prior to the cancellation effective date indicated in the schedule;
   b. If mailed, will be sent to the mailing address known to us at that time, with proof of mailing constituting sufficient proof of notice; and
   c. Will not extend the cancellation effective date nor impact or negate any cancellation of the policy;
3. We are not obligated to notify the person(s) or organization(s) shown in the schedule of the expiration, renewal on different terms or nonrenewal of the policy to which this endorsement is attached; and
4. The provisions of this endorsement do not entitle the person(s) or organization(s) listed in the schedule to any benefits, rights nor protections not already provided for under the policy.

All other terms and conditions of the policy remain unchanged.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 2:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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 Paul Wiggins

Amount of Contract:

n/a

Effective Date of Contract:

8/15/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Wiggins

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 - Wiggins	Resolution Letter	8/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/2/2023 - 2:37 PM
			8/2/2023 - 2:39

Legal	Kern, Chris	Approved	8/3/2023 - 2:53 PM
Mayors Office	Montgomery, Brandi	Approved	8/3/2023 - 2:53 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Paul Wiggins, 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:8/15/2023

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
ordinance	Cover Memo	8/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/6/2023 - 2:21 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 the north side of Government Street, 140' ± east of South Ann Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, 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 the north side of Government Street, 140' ± east of South Ann Street from B-1, Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 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 Zoning Ordinance was published in full on the 19th day of July, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **North side of Government Street, 140'± East of South Ann Street.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant. The Voluntary Conditions & Use Restrictions prohibit the following uses on the property: Armory (Private); Correctional Facilities (private); Emergency Response Facility (Private); Social Assistance, Welfare and Charitable Services; Community Residence (Less than 5 persons); Community Residence (5 or more persons); Community Residence Transitional (Less than 5 persons); Community Residence Transitional (More than 5 persons); Fraternity or Sorority Dorms; Emergency Refuge; Emergency Shelter; Foster Care Adult/Child; Life Care or Continuing Services; Rooming and Boarding; Hotel/Motel; Recreational Vehicle Park; Short Term Rentals; Retirement Home/Elderly Housing; Oil and Gas Company (Drilling); Hospital; Appliance Repair Services; Bail Bond Services; Building Maintenance Services; Animal Services (Indoor and Outdoor); Adult Entertainment; Civic Space; Cultural Facility; Entertainment Facility of Event Venue; Night Club; Recreational Facility (Indoor and Outdoor); Youth Organization Camp; Club or Lodge (public or private); Religious Facility; Truck Stop; Truck Repair (Trucks with more than six wheels); Broadcast Transmission Facility; Alternative Financial Service Provider; Automated Teller Machine - Free Standing Drive Up; Bar/Lounge; Hardware/Home Improvement > 30,000sf; Liquor Store; Machinery and Equipment Rental and Leasing; Parking Facility; Transit Shelter; Heliport/Miscellaneous Air Transportation; Utility not within a structure; Gasoline Sales; Gasoline Sales with Auto Service; Convenience Store with Gasoline Sales.**

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

AN ORDINANCE 2023

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of

Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; 2) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Griffith Shell (Gerald Byrd, Agent)
North side of Government Street, 140'± East of South Ann Street
Council District 2
William Carroll

Notice of Public Hearing for the Proposed Rezoning of Property
Located at the north side of Government Street, 140' ± east of South Ann Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, 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 the north side of Government Street, 140' ± east of South Ann Street from B-1, Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF ANN STREET AND GOVERNMENT STREET; THENCE NORTH 70° - 53' - 43" EAST ALONG THE NORTH LINE OF GOVERNMENT STREET 140.28 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 70° - 53' - 43" EAST 171.90 FEET TO A POINT THAT IS 130.05 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT STREET AND GEORGIA AVENUE; THENCE NORTH 06° - 03' - 32" EAST 205.77 FEET; THENCE NORTH 84° - 14' - 58" WEST 56.94 FEET; THENCE SOUTH 06° - 29' - 00" WEST 77.22 FEET TO THE NORTHEAST CORNER OF LOT 1, GRIFFITH SUBDIVISION AS RECORDED IN MAP BOOK 40, PAGE 107, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 83° - 25' - 46" WEST 48.20 FEET TO A CORNER OF LOT 1 WHICH IS ON THE SOUTH LINE OF A 10 FOOT ALLEY; THENCE SOUTH 63° - 30' - 14" WEST ALONG THE SOUTH LINE OF SAID ALLEY AND ALONG THE NORTH LINE SAID LOT 1 A DISTANCE OF 48.87 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE CONTINUE SOUTH 08° - 53' - 35" WEST 175.67 FEET TO THE POINT OF BEGINNING.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 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 Zoning Ordinance was published in full on the 19th day of July, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **North side of Government Street, 140'± East of South Ann Street.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant. The Voluntary Conditions & Use Restrictions prohibit the following uses on the property: Armory (Private); Correctional Facilities (private); Emergency Response Facility (Private); Social Assistance, Welfare and Charitable Services; Community Residence (Less than 5 persons); Community Residence (5 or more persons); Community Residence Transitional (Less than 5 persons); Community Residence Transitional (More than 5 persons); Fraternity or Sorority Dorms; Emergency Refuge; Emergency Shelter; Foster Care Adult/Child; Life Care or Continuing Services; Rooming and Boarding; Hotel/Motel; Recreational Vehicle Park; Short Term Rentals; Retirement Home/Elderly Housing; Oil and Gas Company (Drilling); Hospital; Appliance Repair Services; Bail Bond Services; Building Maintenance Services; Animal Services (Indoor and Outdoor); Adult Entertainment; Civic Space; Cultural Facility; Entertainment Facility of Event Venue; Night Club; Recreational Facility (Indoor and Outdoor); Youth Organization Camp; Club or Lodge (public or private); Religious Facility; Truck Stop; Truck Repair (Trucks with more than six wheels); Broadcast Transmission Facility; Alternative Financial Service Provider; Automated Teller Machine - Free Standing Drive Up; Bar/Lounge; Hardware/Home Improvement > 30,000sf; Liquor Store; Machinery and Equipment Rental and Leasing; Parking Facility; Transit Shelter; Heliport/Miscellaneous Air Transportation; Utility not within a structure; Gasoline Sales; Gasoline Sales with Auto Service; Convenience Store with Gasoline Sales.**

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/13/2023 - 9:15 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 258 North Hamilton Street and 263 North Franklin Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, 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 258 North Hamilton Street and 263 North Franklin Street from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

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

Lisa C. Lambert
City Clerk

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

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

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

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

The classification of said property is hereby changed from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development 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 T-4, a mixed-use district of low intensity, 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 T-4, a mixed-use district of low intensity 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 26th 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 **258 North Hamilton Street and 263 North Franklin Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development 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 **T-4** 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 **T-4** 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:

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

The classification of said property is hereby changed from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development 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 **T-4, a mixed-use district of low**

intensity, 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 **T-4, a mixed-use district of low intensity** 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

Hampton Park at Downtown North Subdivision (Kim Knowles, Knowles Development Group, Inc, Applicant)
258 North Hamilton Street and 263 North Franklin Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 29, 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 **Kim Knowles, Knowles Development Group, Inc,** for a change in zoning from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District** for the property located at **258 North Hamilton Street and 263 North Franklin 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

Zeke Hudson
Rowe Engineering & Surveying
3502 Laughlin Drive
Suite B
Mobile, Alabama 36693

Re: **258 North Hamilton Street and 263 North Franklin Street**
ZON-UDC-002527-2023
Hampton Park at Downtown North Subdivision
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

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 Regulating Plan amendment request:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original Regulating Plan;
C) 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.**

D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. The infrastructure is in place to accommodate the proposed amendment;

F) Change. Changing conditions in a particular area make an amendment necessary and desirable; and

G) Benefits Consideration. The amendment will be in the City's and the larger community's best interests.

As such, the Planning Commission voted to recommend Approval of the Regulating Plan amendment 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 $394.06. 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

MOBILE
ALABAMA

Re: **258 North Hamilton Street & 263 North Franklin Street**
Hampton Park at Downtown North Subdivision
ZON-UDC-002527-2023
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

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 T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, 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: **258 North Hamilton Street & 263 North Franklin Street**
Hampton Park at Downtown North Subdivision
ZON-UDC-002527-2023
Kim Knowles, Knowles Development Group, Inc.
District 2
Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, 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 T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, 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.

ZON-UDC-002527-2025

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

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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:	Kim Knowles	N/A
Firm:	Knowles Development Group, Inc.	
Phone:	(251) 581-2100	
Email:	KimLRKnowles@gmail.com	
Address:	853 Dauphin Street Mobile, AL 36602-1212	

	Owner	Design Professional
Name:	Kim Knowles	
Firm:	Knowles Development Group, Inc.	
Phone:	(251) 581-2100	
Email:	KimLRKnowles@gmail.com	
Address:	853 Dauphin Street Mobile, AL 36602-1212	

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

258 N Hamilton St and 263 N Franklin St Mobile, AL 36602
Property Address

11,381 sq ft +/- or 0.26 ac +/-
Property Area (acres or square feet)

022906400003104. & 022906400003095.
Parcel Number(s) or Key Number(s)

T4 and T5.1
Present Zoning or Transect District

T4
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

Owner Signature — Date: 5/15/2023

Applicant or Agent Signature (if applicable) — Date: 5/15/2023

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: 5/15/2023

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

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

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

- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
- ☐ 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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

This project is a lot line move to enlarge an existing lot and to add access to an existing lot which currently is not allowed a curb cut for driveway. Once complete, the project will add permanent residence to the area and will cover what is now vacant land. The property will also be in walkable distance to the downtown area and everything it has to offer.

Downtown	T4
Future Land Use Map (FLUM) Designation	Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
   This project will allow the current lots to be utilized for single family dwellings.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   As currently configured this subdivision will allow development of property to single family dwellings.

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.
   Single family dwellings

2. Describe the surrounding land uses.
   Single family dwellings

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   Developer sees no adverse impacts as surrounding property is sparsely developed family housing. This project would add family housing and would be consistent to current neighboring properties.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   Utilities are in place to handle additional development.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   This project once complete, will add permanent residence to the area and will cover what is now vacant land.

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

This rezoning request is to clear split zoning for a subdivision application. Proposed rezoning from T5.1 to T4 on both lots.

Application Submission
Contact Information

Name of Project: Hampton Park at Downtown North

Address: 258 N Hamilton St and 263 N Franklin St Mobile, AL 36602

Owner: Knowles Development Group, Inc.

Address: 853 Dauphin Street Mobile, AL Zip Code: 36602-1212

Phone: (251) 581-2100 Fax: N/A Email: KimLRKnowles@gmail.com

Authorized Agent: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Rowe Engineering & Surveying

Address: 3502 Laughlin Drive, Suite B, Mobile, AL Zip Code: 36693

Phone: 251-666-2766 Fax: 251-660-1040 Email: zeke@roweengineering.com

Architect: Gant Group & Associates, LLC

Address: 656 Dauphin Street, Mobile, AL Zip Code: 36602

Phone: (251) 377-8457 Fax: N/A Email: cgant@gantllc.com

Submitted by:

Signature

Cecil "Zeke" Hudson
Print

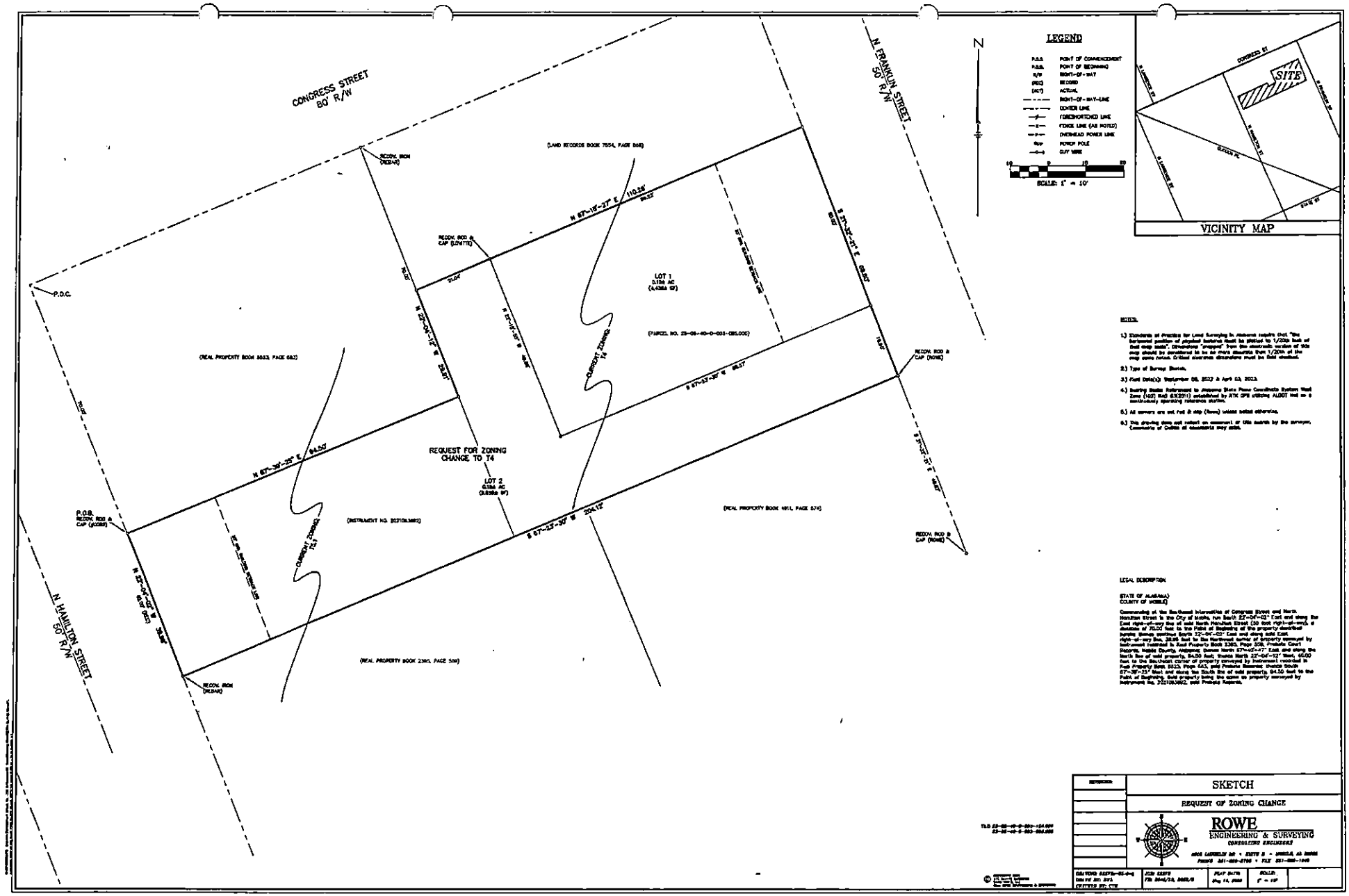
4/3/2023
Date

PLS/Rowe Engineering & Surveying
Affiliation to project/Organization

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.



NOTES:

1.) Standards of Practice for Land Surveying in Alabama require that "the horizontal position of proposed botanical items to be platted to 1/200th that of the map scale." Dimensions "proposed" from the construction version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical boundary dimensions must be field checked.

2.) Type of Survey Shown.

3.) Field Date(s): September 08, 2022 & April 03, 2023.

4.) Bearing Basis: Referenced to Alabama State Plane Coordinate System West Zone (1027) NAD 83(2011) established by ATK GPS utilizing ALDOT real time continuously operating reference station.

5.) All corners are set rod & cap (None) unless noted otherwise.

6.) This drawing does not reflect an easement or title search by the surveyor. Easements or Claims of Easements may exist.

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

Commencing at the Reclaimed Intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-12" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way) a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-12" East and along said East right-of-way line, 38.98 feet to the Northwest corner of property conveyed by Instrument recorded in Real Property Book 2383, Page 539, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 84.50 feet; thence North 22°-04'-12" West, 40.00 feet to the Reclaimed center of property conveyed by Instrument recorded in Real Property Book 8653, Page 683, said Probate Records; thence South 67°-38'-25" West and along the South line of said property, 84.50 feet to the Point of Beginning. Said property being the same as property conveyed by Instrument No. 2021063892, said Probate Records.

TAX ID 29-08-40-0-003-084.000
29-08-40-0-003-085.000

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REVISIONS	SKETCH
	REQUEST OF ZONING CHANGE

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
4005 LAFFERLIN DR. • SUITE B • MOBILE, AL 36606
PHONE 251-660-2766 • FAX 251-660-1945

DRAWING 22278-SC-01	JOB 22278	PLAT DATE	SCALE
SURVEY BY: BFL	FB 8946/34, 8665/8	Aug 14, 2023	1" = 10'
CHECKED BY: CTE			

Joel & Christine Glass
10621 Sandpiper Drive
Houston, TX 77096

DCR Investments, Inc
C/o Lovett's Funeral Chapel
404 Dr Martin L King Jr Ave
Mobile, AL 36603-5954

Freddie M White
5280 Mossberg Dr E
Theodore, AL 36582

Barbara Ervin & Delores Davis
c/o Tiawatta Ervin
7720 Thomas Rd Apt 406
Mobile, AL 36695

Knowles Development Group, Inc.
853 Dauphin Street
Mobile, AL 36602-1212

Elnora Glover
C/o Lagail Bettis
625 Draper Street
Mobile, AL 36617

City of Mobile
C/o Real Estate Deptartment
P.O. Box 1827
Mobile, AL 36633-1827

Gregory W Robinson
261 N Franklin St
Mobile, AL 36604-6455

Marquetta Rackley
259 N Franklin St
Mobile, AL 36603-6455

Audrey M. Lymon
425 Congress St
Mobile, AL 36603

Wendell Quimby
P.O. Box 6673
Mobile, AL 36660-0673

Alienor Properties, LLC
256 N Franklin St
Mobile, AL 36603-6456

Congress-Franklin Development
Company, LLC
8845 Dawes Lake Rd N
Mobile, AL 36619-4345

City of Mobile
C/o Office of City Clerk
205 Government Plaza
Mobile, AL 36644

Clanford & Anita Pierce
351 Congress St
Mobile, AL 36603

Dunn Building Company, LLC
520 Saraland Blvd S
Saraland, AL 36571-2819

Cross Property Resource, LLC
1001 August St
Mobile, AL 36604-3007

Nobles Rentals, LLC
C/o Theresa Nobles
6902 Providence Estate Dr S
Mobile, AL 36695-4612

Kenneth Baggette
& William Burtkiewicz
P.O. Box 6956
Mobile, AL 36660-0956

International Longshoreman's
Association Local 1410
505 Dr. Martin Luther King Jr Ave
Mobile, AL 36603

Mobile Benevolent Association of
Longshoremen
505 Davis Ave
Mobile, AL 36603

James Williams, Walter Nettles
& Paul Clemon as Trustees
505 Dr. Martin Luther King Jr Ave
Mobile, AL 36601

Christian Benevolent
201 N Hamilton St
Mobile, AL 36603

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

Agenda Item #: 4

SUB-002482-2023 & ZON-UDC-002527-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Regulating Plan Amendment

DETAILS

Location:
258 North Hamilton Street and 263 North Franklin Street

Subdivision Name (as applicable):
Hampton Park at Downtown North Subdivision

Applicant / Agent (as applicable):
Kim Knowles, Knowles Development Group, Inc.

Property Owner:
Knowles Development Group, Inc.

Current Zoning:
T-5.1 Sub-district of the Downtown Development District and T-4 Sub-district of the Downtown Development District

Proposed Zoning (as applicable):
T-4 Sub-district of the Downtown Development District

Future Land Use:
Downtown

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;
- Amendment of Regulating Plan from T-5.1 and T-4 to T-4
- **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.

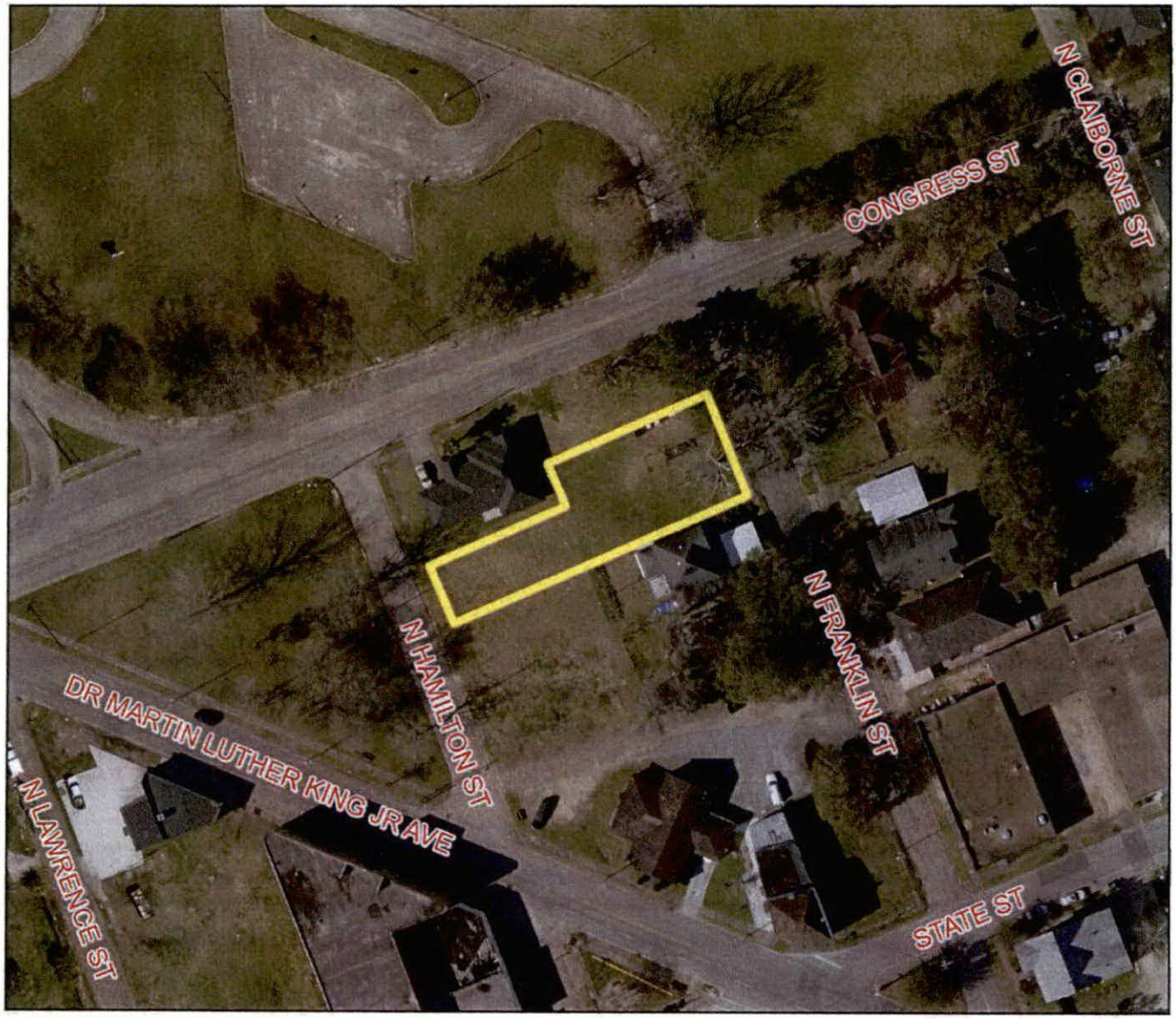
Commission Considerations:

1. Subdivision proposal with seven (7) conditions; and
2. Amendment of Regulating Plan 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 and miscellaneous commercial units.

APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

N

NTS

SITE HISTORY

The property located at 258 North Hamilton Street was the subject of a one-lot Subdivision (Kimberlyn Downs Estates Subdivision) approved by the Planning Commission at its October 6, 2022 meeting, which has not been recorded in Probate Court, nor has it expired.

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. Show and label all flood zones. New maps went into effect on June 5, 2020.
C. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 30 - #70) 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 – NONE AND lot 2 – NONE.
E. Revise NOTE #13 from "All proposed detention..." to "All existing and proposed detention..."
F. 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.

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 Subdivision to create two (2) legal lots of record from two (2) metes-and-bounds parcels. As the proposed Subdivision would result in the proposed Lot 2 being split-zoned (T-5.1 and T-4), an application to amend the Regulating Plan has been submitted as well so that the entire site will be T-4, if approved. The Kimberlyn Downs Estates Subdivision was approved in October 2022, with a condition that the approved lot (258 North Hamilton Street) not be allowed a curb-cut to North Hamilton Street due to the primary frontage not meeting the 40-foot minimum width to allow a curb-cut. The current application proposes to provide that property with a secondary street frontage, therefore allowing a possible curb-cut to North Franklin Street to access the property.

The site has frontage on North Hamilton Street and North Franklin Street, both minor streets with curb and gutter, and existing compliant rights-of-way, making no dedications necessary. It should also be noted that each street is a "B" street, per the Downtown Development Street Hierarchy.

The proposed lot sizes are provided in square feet and acres, and if approved, should be retained on the Final Plat.

The preliminary plat shows a 25-foot minimum building setback along both frontages; however, the DDD limits setbacks to a maximum of 12-feet in T-4 sub-districts. If approved, the Final Plat should depict a 0-foot minimum and a 12-foot maximum setback rather than the 25-foot minimum building setback depicted on the preliminary plat.

It should be noted that as proposed, Lot 2 is uniquely shaped. There are several uniquely shaped properties in the area, some of which are metes-and-bounds parcels and some of which are legal lots of record.

As proposed, Lot 1 will be 50-feet wide, and is therefore wider than the minimum width of 42-feet for properties on T-4 districts to have a curb-cut. Proposed Lot 2 is 39.95-feet wide along North Hamilton Street, and approximately 19-feet wide fronting North Franklin Street. Therefore, if approved, both lots are allowed one curb-cut to North Franklin Street, with driveways limited to a maximum of 10-feet in width within the front setback along the frontage.

Rezoning

The applicant is proposing to maintain the existing T-4 zoning for the proposed Lot 1, and wishes to amend the Regulating Plan for the Downtown Development District, so that the proposed Lot 2 will be T-4 as well.

Abutting the site to the North, South, East and West, are T-5.1 and T-4, with the T-5.1 fronting North Hamilton Street, and T-4 fronting North Franklin Street. The immediately adjacent properties are developed residentially, or are vacant. Proposed Lot 2 is to be developed with a residential dwelling, if approved.

No sidewalks are shown along the North Hamilton Street or North Franklin Street. Sidewalks will be required at the time of development, unless a waiver is approved.

It should be noted that the subject site is not located within a historic district, and therefore does not require review by the Architectural Review Board. As the site is located within the DDD, an application must be submitted to the Consolidated Review Committee (CRC) for review prior to the issuance of building 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 all right-of-way widths as depicted on the preliminary plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Placement of a note on the Final Plat stating that Lots 1 and 2 are allowed one (1) curb-cut each to North Franklin Street;
4. Compliance with all Engineering comments noted in this staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REGULATING PLAN AMENDMENT CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that amendments to the Regulating Plan 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 Regulating Plan amendments 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 Regulating Plan amendments shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map (Regulating Plan); and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.

- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

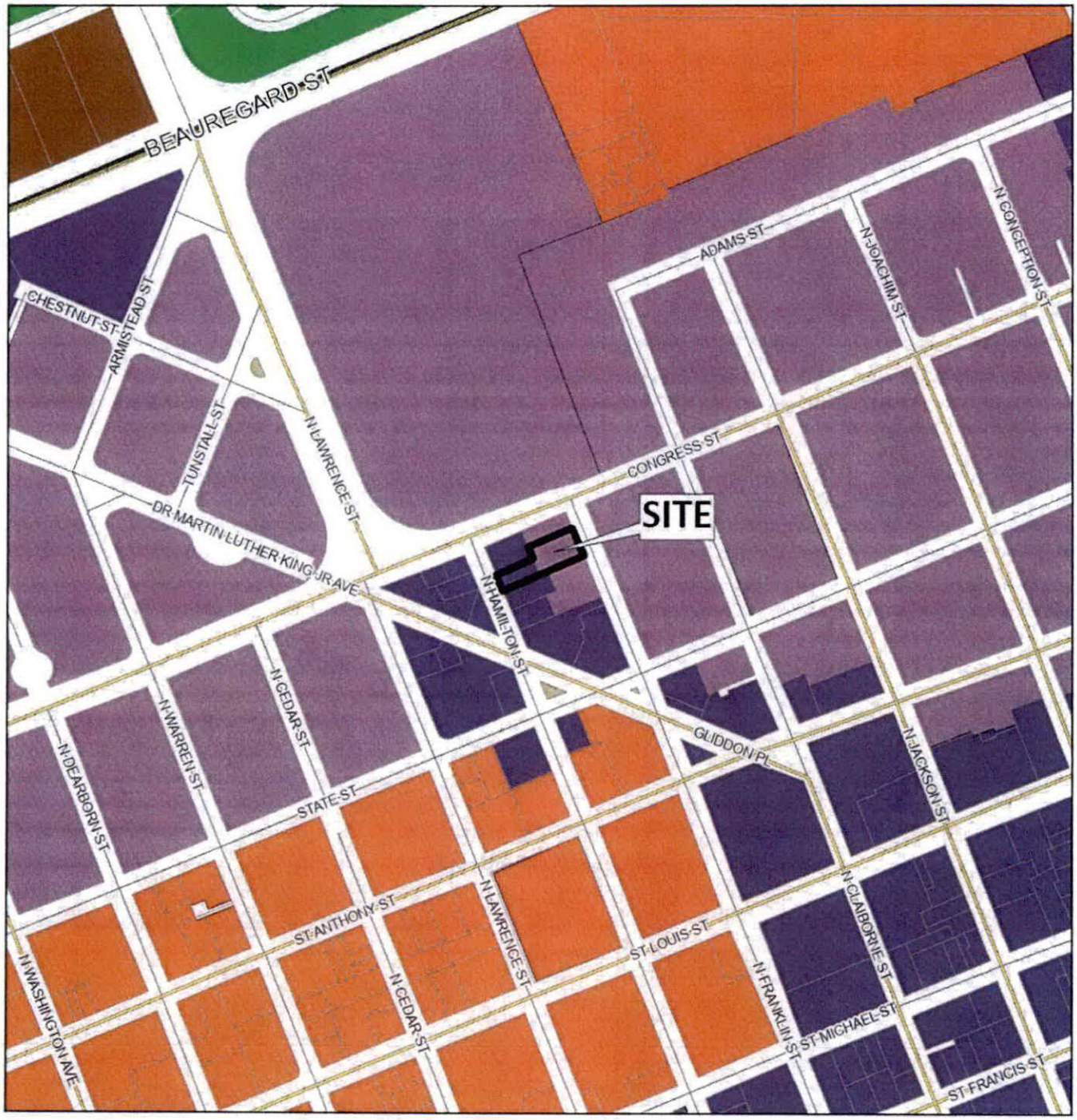
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Regulating Plan amendment 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 4 DATE June 15, 2023

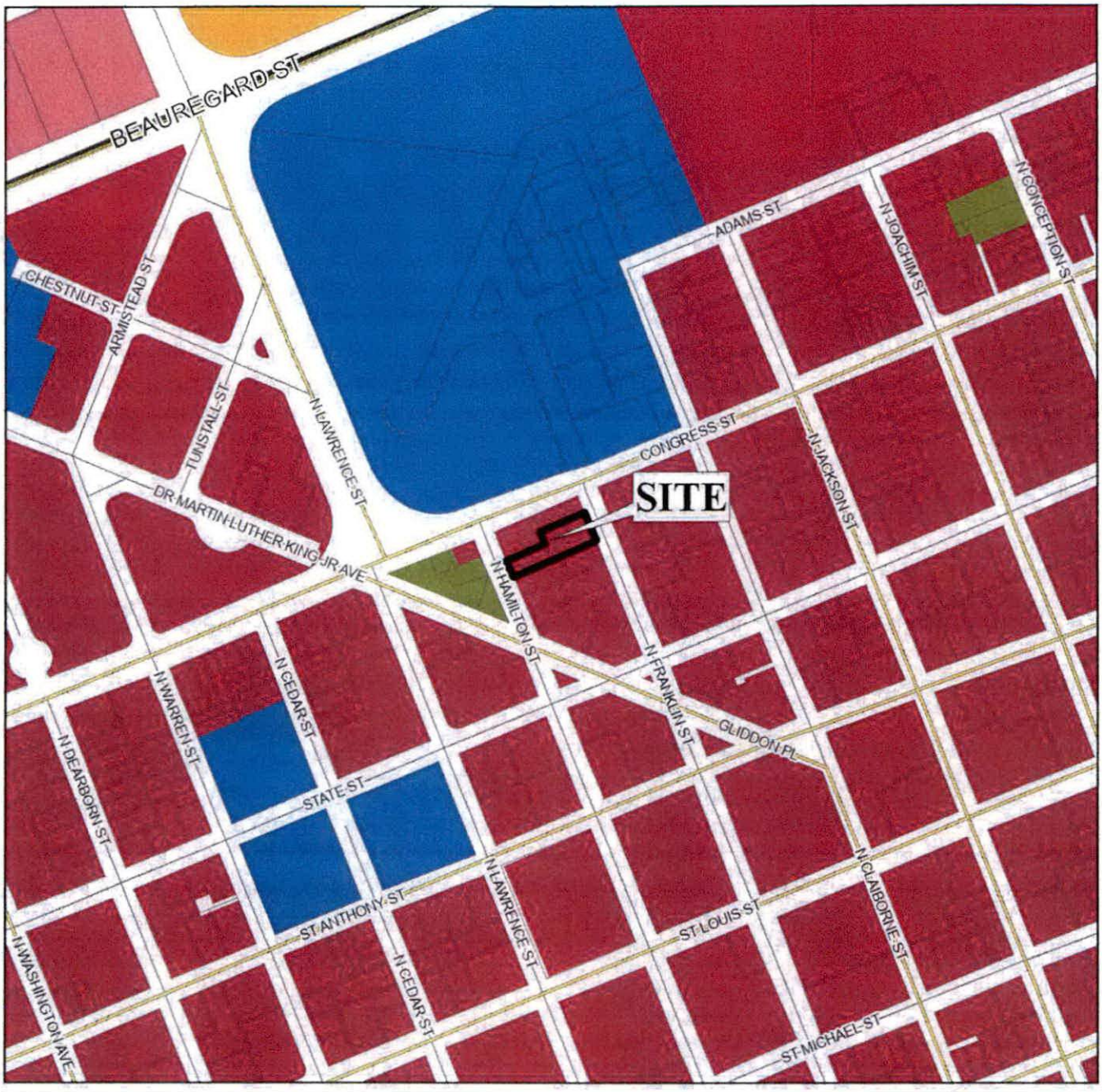
APPLICANT Hampton Park at Downtown North Subdivision

REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

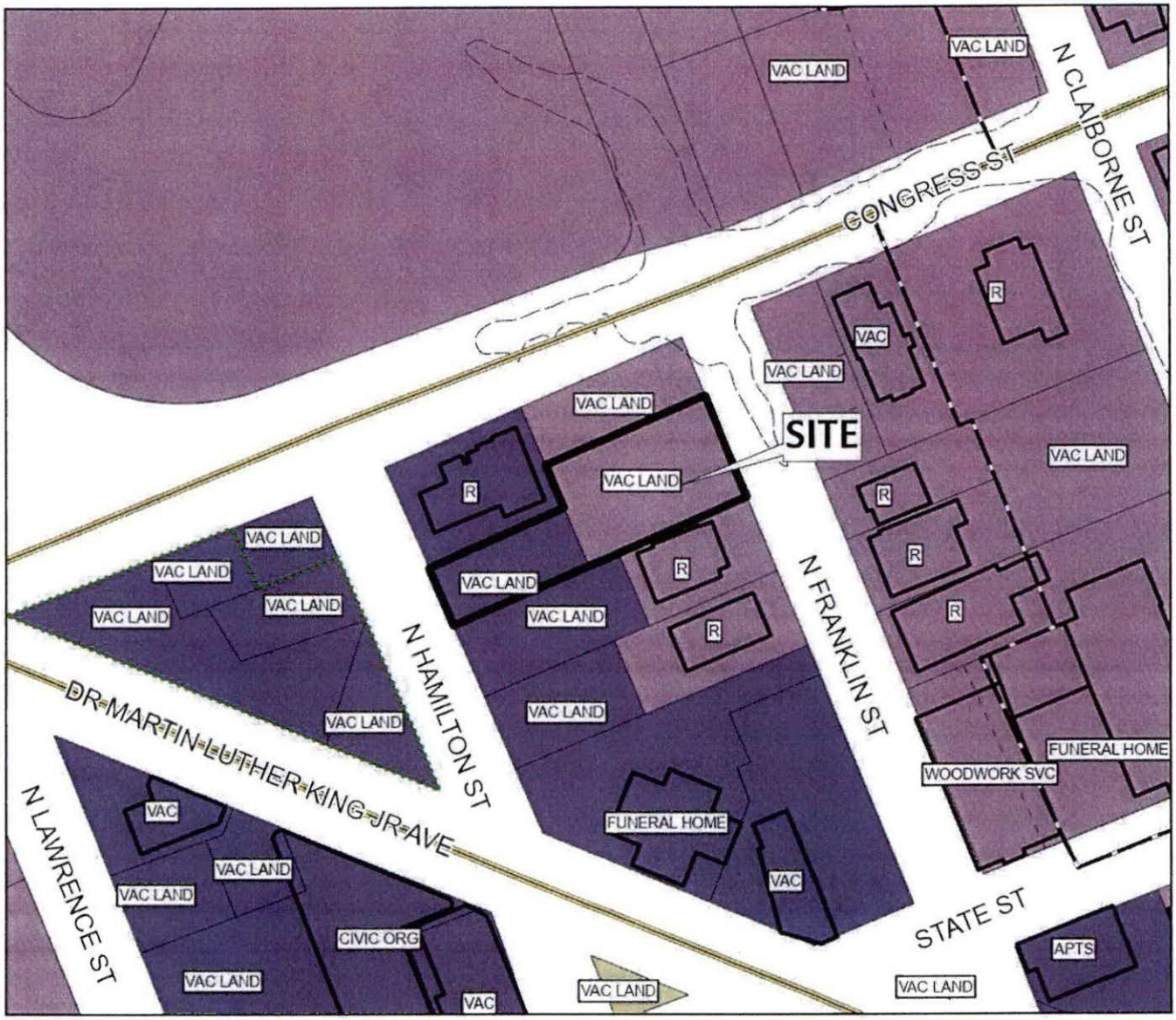
REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units and miscellaneous commercial units.

APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

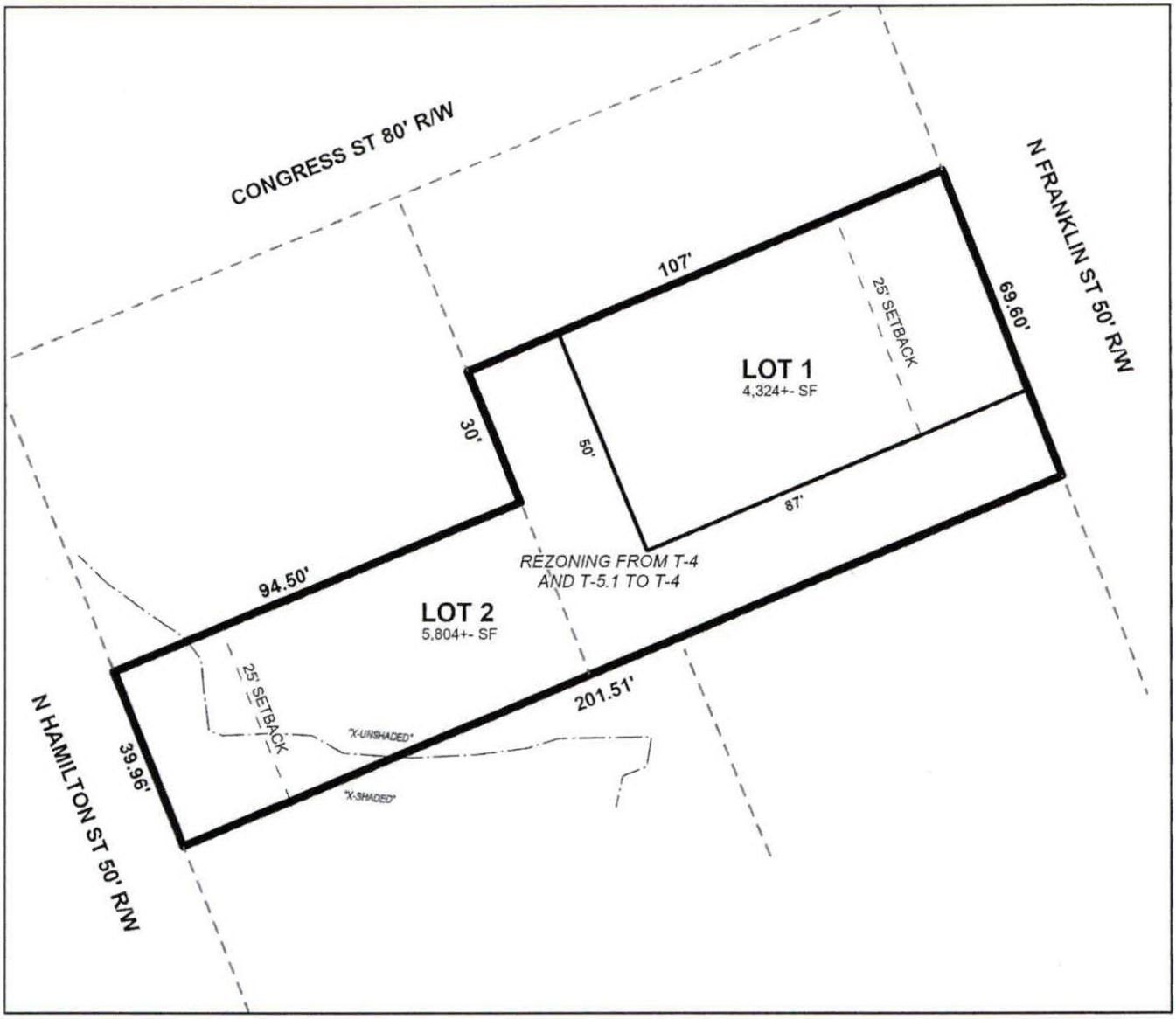
REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

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, setbacks, and flood zone.

APPLICATION NUMBER 4 DATE June 15, 2023 APPLICANT Hampton Park at Downtown North Subdivision REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4	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	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
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									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O 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)

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7, active Downtown Mobile.

Development in the DT district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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:

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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

MOBILE
ALABAMA

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.

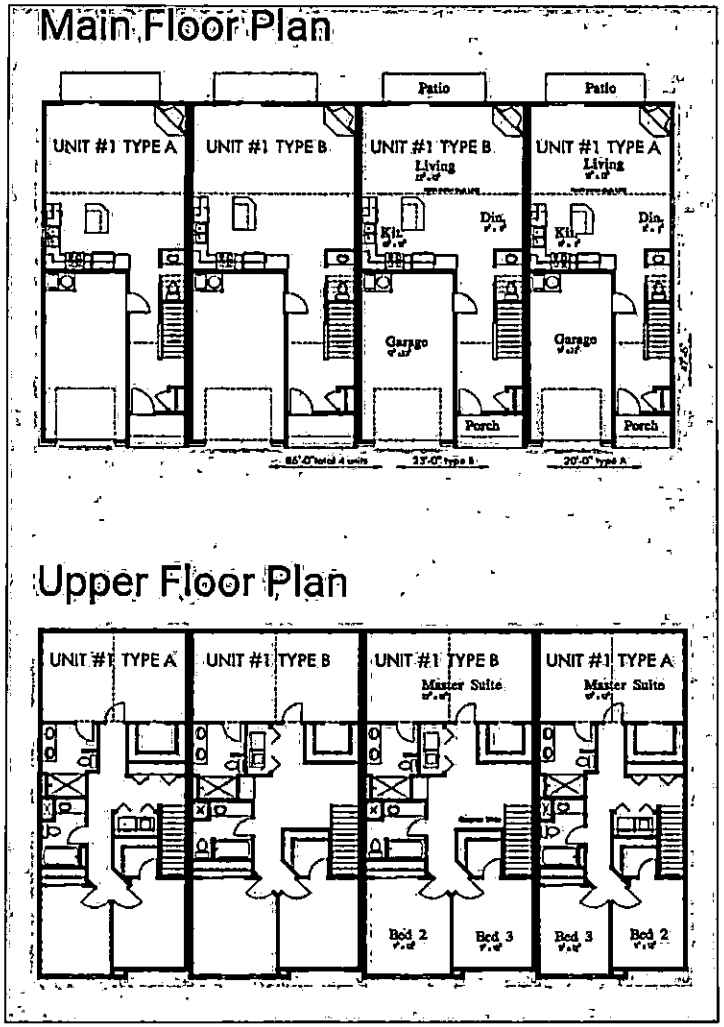
- An attendee states that she is supportive of a development that will increase the surrounding property values.
- An attendee is concerned that residents needing government assistance will bring crime to the area. Ms. Hill responds that she is only interested in helping people. She cannot control people 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	Ericthompson8611@yahoo.com
2	Brian Pugh	11 N Water Street	brian.pugh@arlaw.com
3	Frederick Thompson	1153 ST Medar St mobile AL 36603	Fredr.ckthompson15@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	Patty Hyatt	508 Monday Street	
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
UNIT #1 TYPE A
UNIT #1 TYPE B
UNIT #1 TYPE B
Living
UNIT #1 TYPE A
Living
Patio
Patio
Kit.
Din.
Kit.
Din.
Garage
Garage
Porch
Porch
Upper Floor Plan
UNIT #1 TYPE A
UNIT #1 TYPE B
UNIT #1 TYPE B
Master Suite
UNIT #1 TYPE A
Master Suite
Bed 2
Bed 3
Bed 3
Bed 2

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

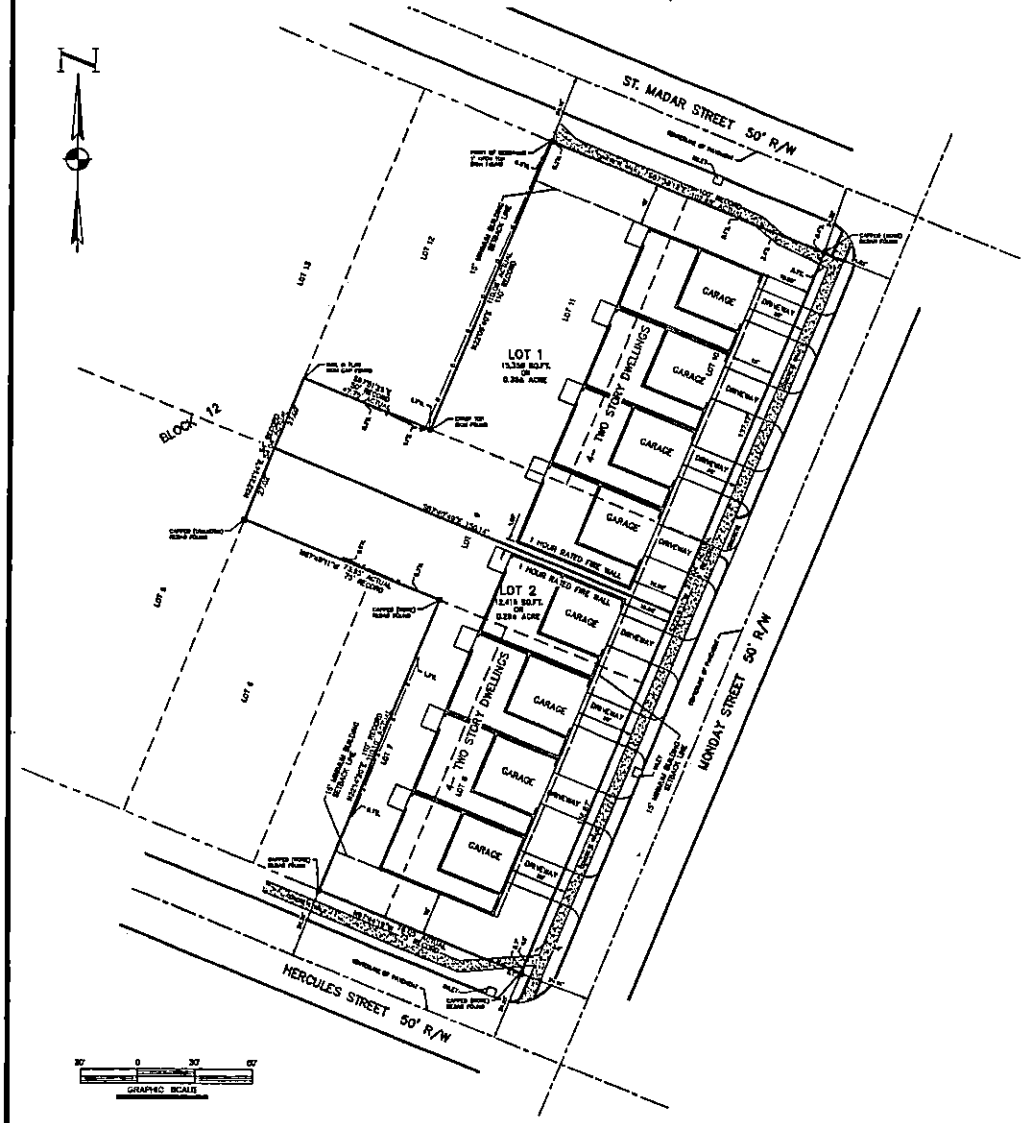
Policy and Rules for Use of Mobile Public Library Meeting Rooms

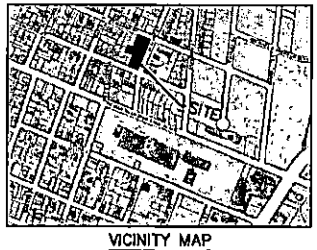
POLICY: The library welcomes the use of its meeting rooms by community businesses, groups, and organizations. As an institution for education and free speech and in accordance with Article 6 of the American Library Association's Library Bill of Rights, the library makes its meeting rooms available on 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 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°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=	10,280 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

10,280 / 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

H4127-2021 THE K'S CORNERSTONE - PRELIM RP.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@mcwinc.com

H4127-2021

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

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

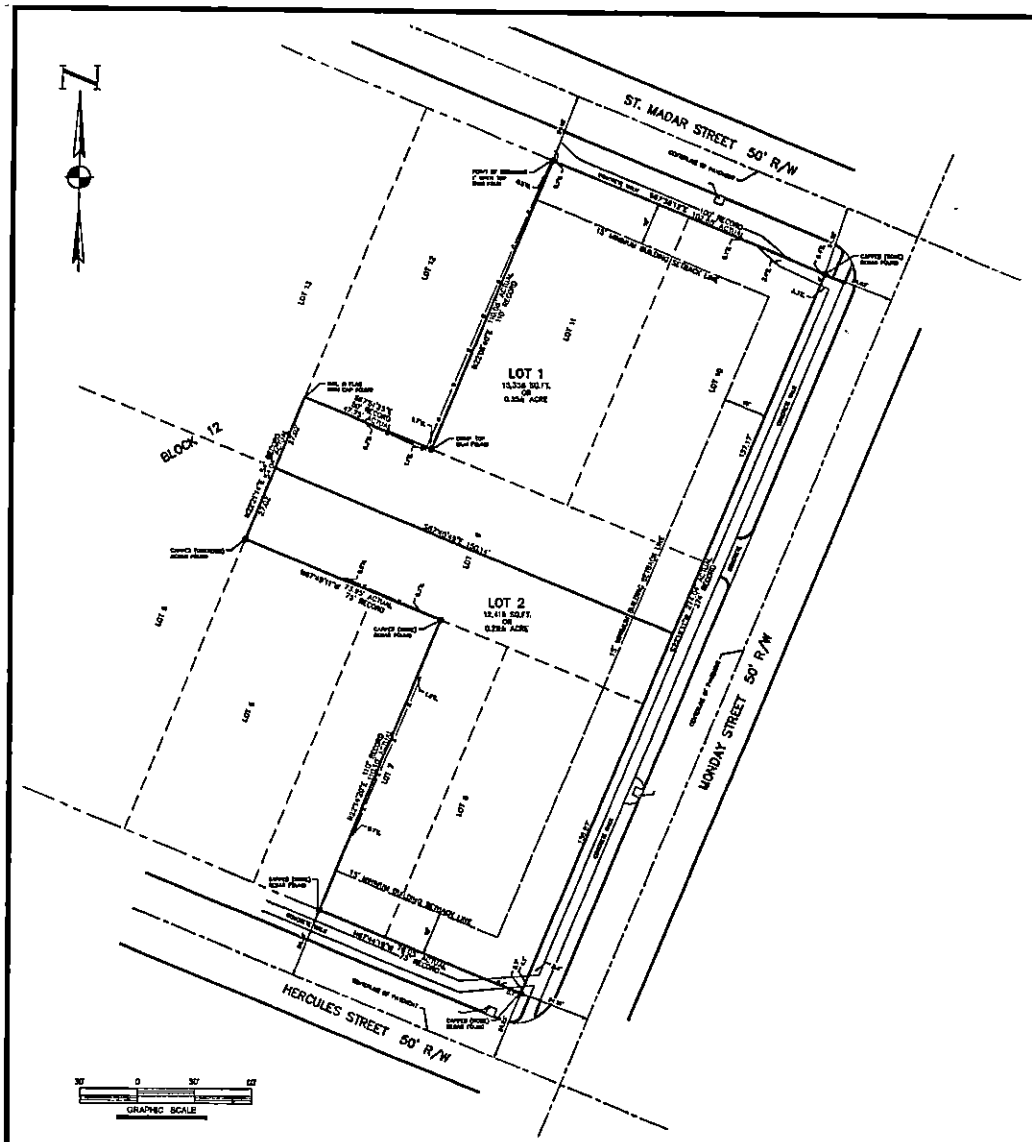
NEIGHBORHOOD MEETING

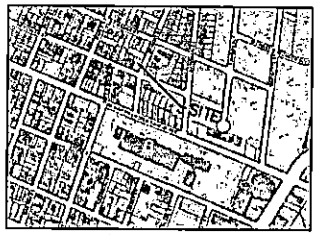
MAY 23, 2023 AT 6:00 PM

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

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 MADAR STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MADAR STREET, RUN S89°39'51"E 102.58 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 S23°01'11"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°41'11"W 116.05 FEET TO A CAPPED (ROWE) REBAR; THENCE RUN N23°01'20"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°41'11"W 73.93 FEET TO A CAPPED (UNREADING) 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 N23°33'14"E 94.64 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 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 N23°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

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0308 L, COMMUNITY NO. 015007, 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 APPROXIMATIONED 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.

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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.

H4127-2001 PRELIM RP.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@mcwinc.com

H4127-2001

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.

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-002510-2023

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

---

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.

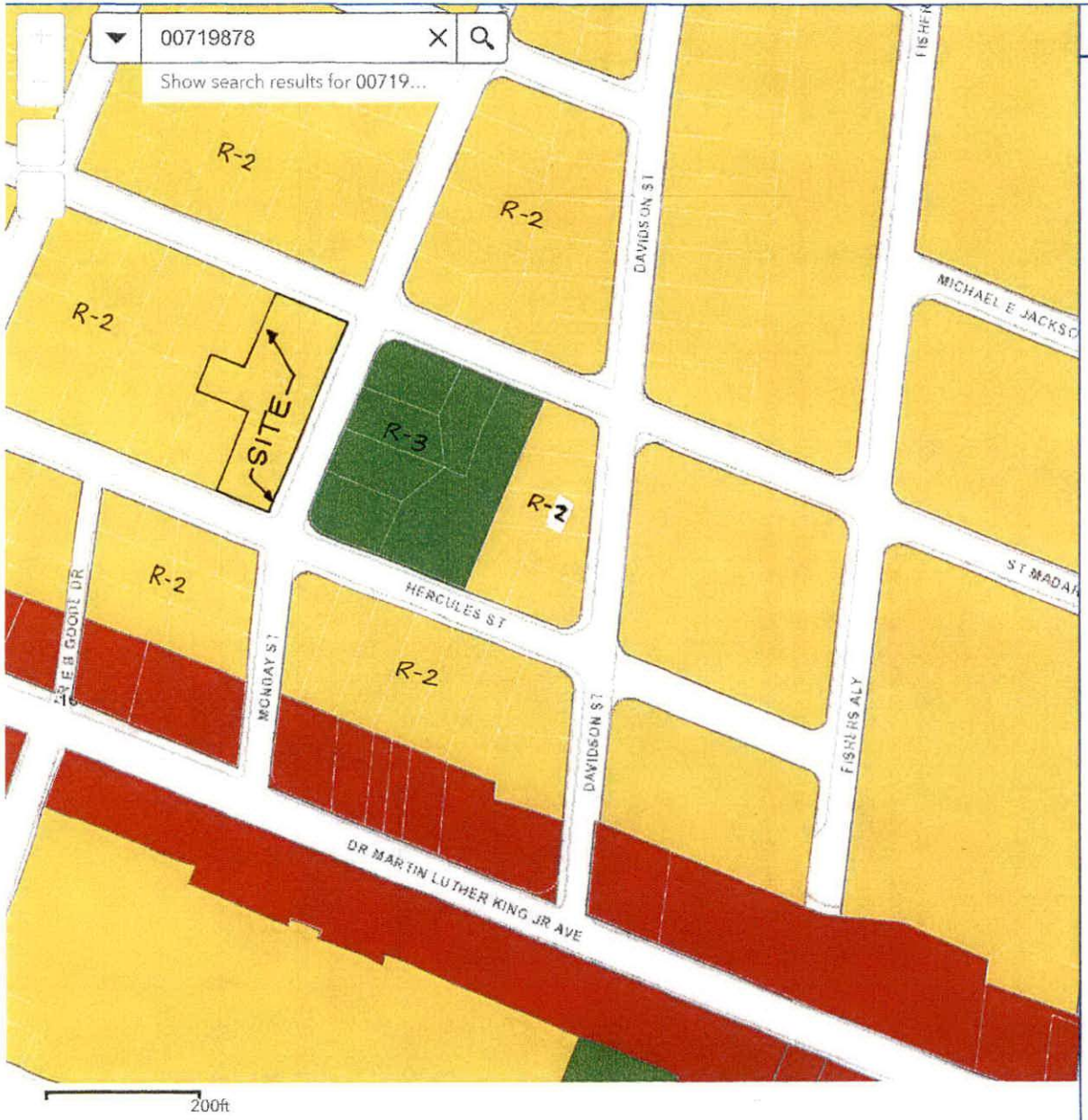
The owner is building these homes for her family. If they choose to live in the dwellings, it will provide multi-generational living. It will encourage a sense of community for the children that attend the elementary school across Dr. Martin Luther King, Jr. Avenue. If they do not choose to live in the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



Legend

Zoning District

- R-1: Single-family Residential
- R-2: Two-family Residential
- R-3: Multiple-family Residential
- R-A: Residential-Agricultural
- R-B: Residential-Business
- H-B: Historic-Business
- T-B: Transitional-Business
- B-1: Buffer Business
- LB-2: Limited Neighborhood Business
- B-2: Neighborhood Business
- B-3: Community Business
- B-4: General Business
- B-5: Office-Distribution
- I-1: Light Industry
- I-2: Heavy Industry
- Municipal
- Open
- SD: Special District
- SD-WH: Special District
- T3: Low-Density Residential
- T4: Mixed-Use of Low Intensity
- T5.1: Mixed-Use of Medium Intensity
- T5.2: Mixed-Use of Medium Intensity

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: _____

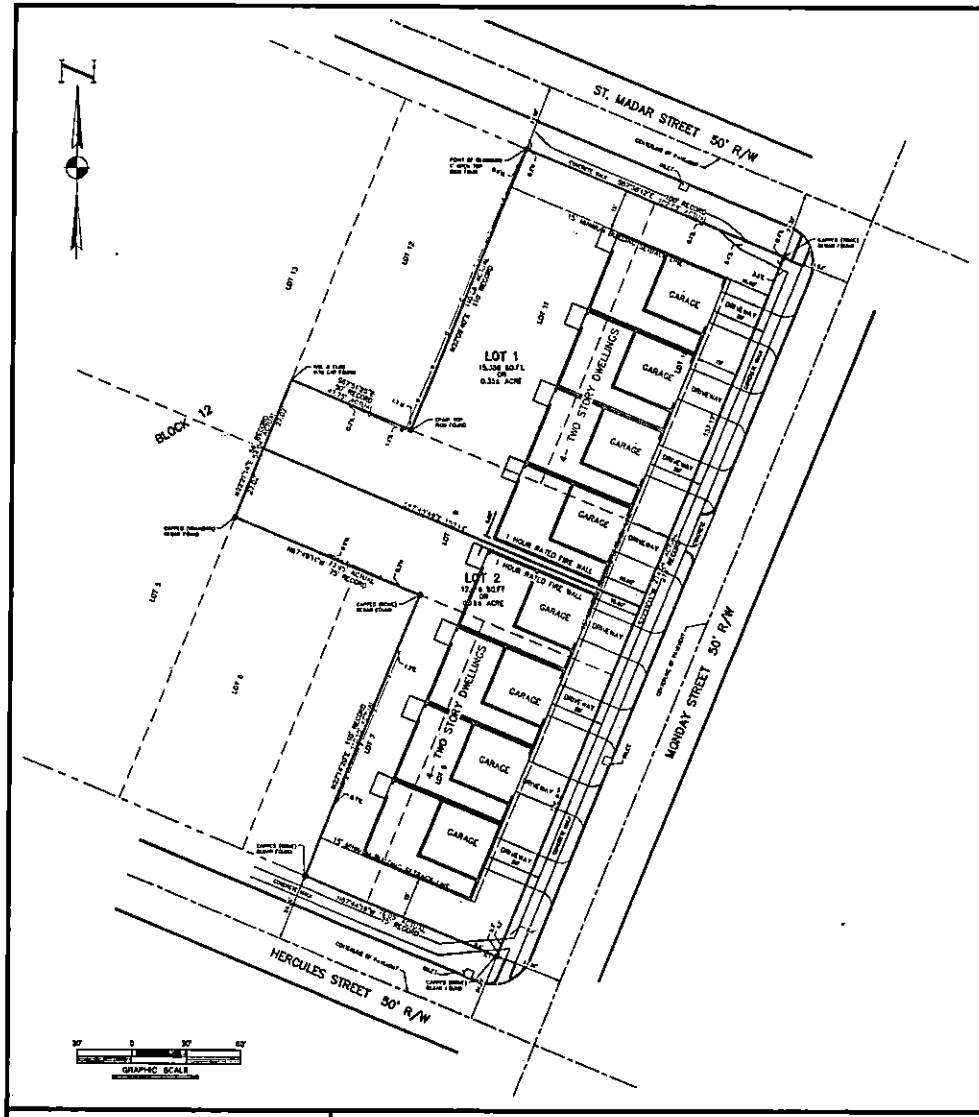
Submitted by:

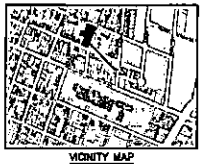
Laura M. Davis
Signature

Laura M. Davis
Print

04/28/2023
Date

Survey technician
Affiliation to project/Organization





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 23 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 23 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 S87°38'12"E 102.58 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°16'11"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°44'15"W 78.05 FEET TO A CAPPED (ROWE) REBAR; THENCE RUN N22°16'06"E 110.10 FEET TO A CAPPED (ROWE) 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°45'51"W 75.95 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°21'47"E 84.04 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°51'25"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.

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= 1,878 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

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

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

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.

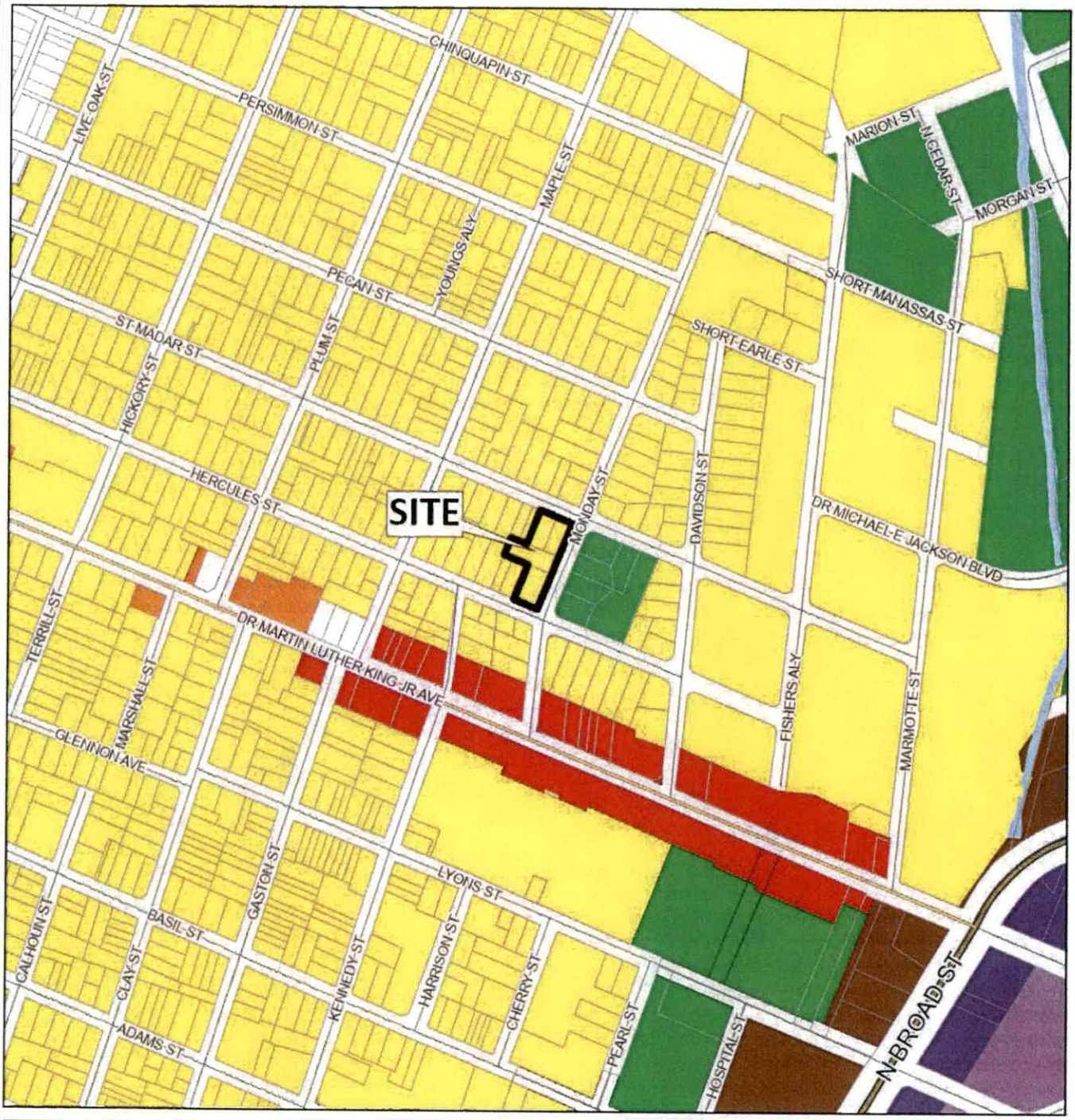
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

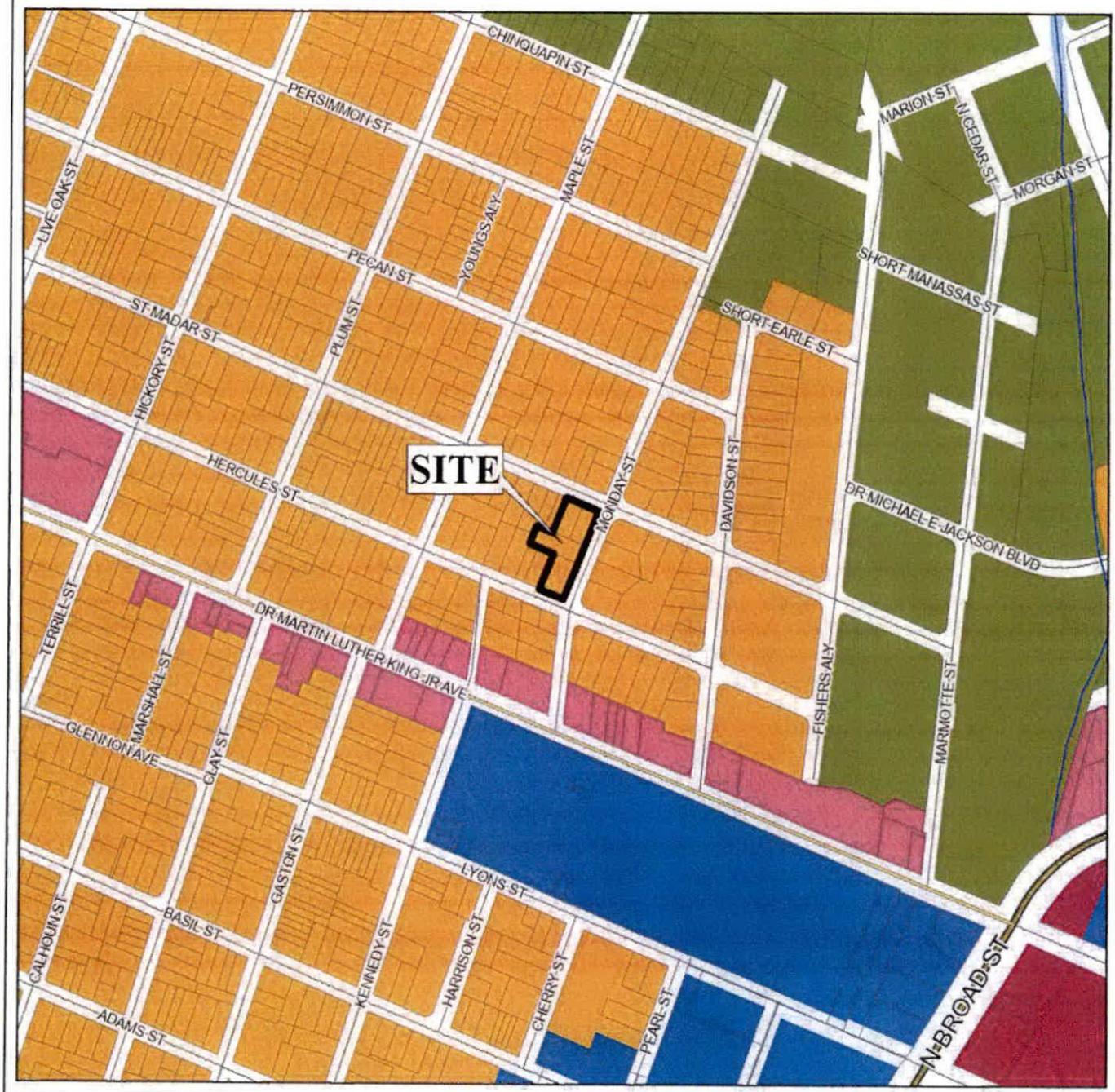
1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

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

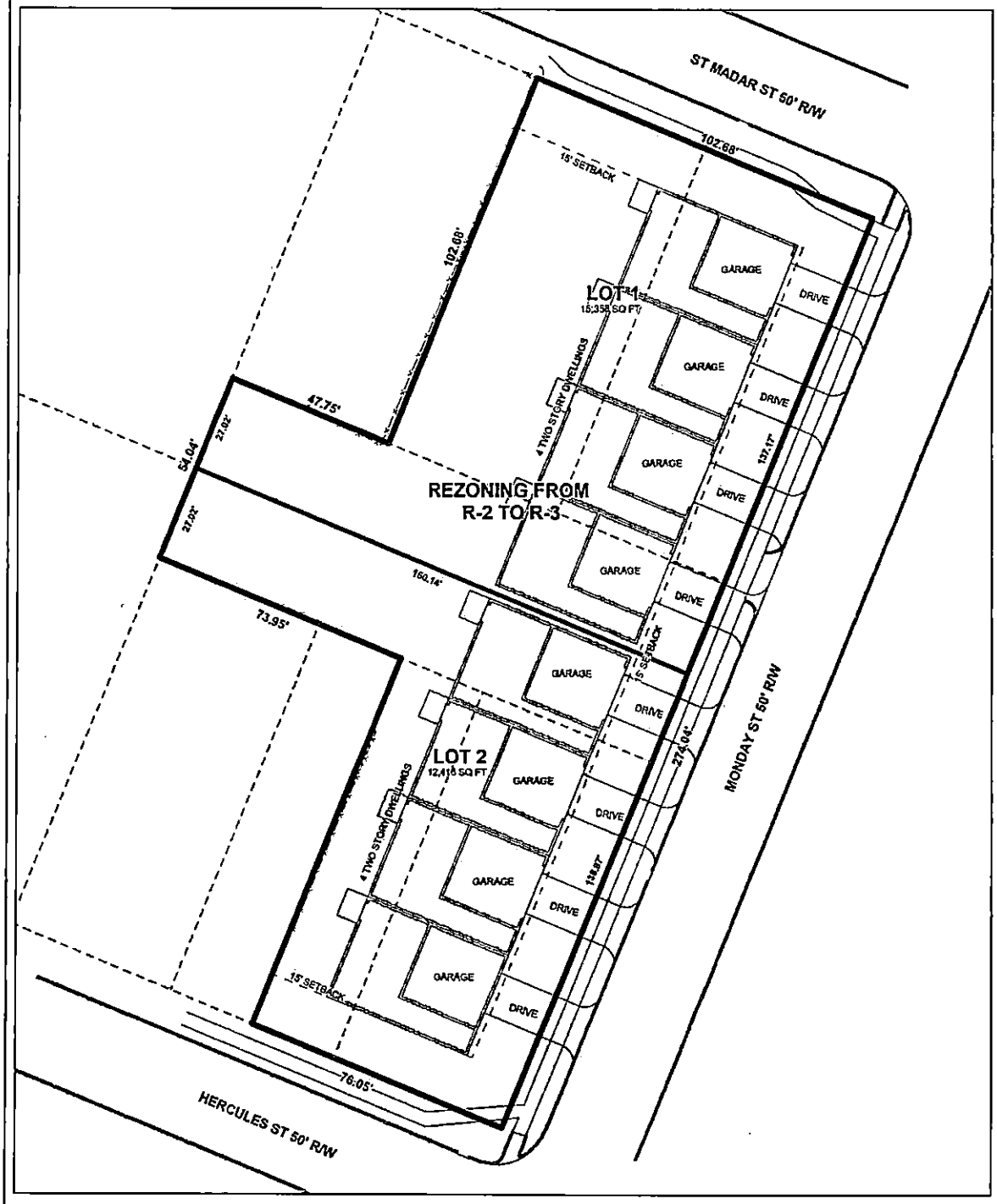
REQUEST Subdivision, Rezoning from R-2 to R-3

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	N
APPLICANT The K's Cornerstone Subdivision	
REQUEST Subdivision, Rezoning from R-2 to R-3	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:8/15/2023

Submitted by:
Lisa C. Lambert, City Clerk

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
resolution	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 8:28 AM

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Grey Redditt, Jr. is appointed to the Mobile Museum of Art Board effective January 1, 2022 for a term ending December 31, 2024.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/11/2023 - 10:19 AM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Josh Woods is appointed as an Ex Officio member of the Mobile Planning Commission effective immediately for a term ending November 2, 2025.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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:8/15/2023

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
resolution	Cover Memo	8/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/14/2023 - 10:18 AM

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Broderick McPherson is appointed to the Mobile City-County Youth Council effective immediately.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 8:47 AM

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (On/Off Premises) License
Submitted by:	Taz Mobile, Inc.
Location:	Tazikis Mediterranean Café 9 Du Rhu Drive Ste. 300 Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
July 31, 2023	NEW APPLICATION	2023 - 5593	116364	August 15, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

040 - RETAIL BEER (ON/OFF PREMISES)

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Legal Business Name

TAZ MOBILE INC

Trade Name (DBA)

TAZIKIS MEDITERRANEAN CAFE

Location Address

9 DU RHU DRIVE STE 300 MOBILE AL 36608

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
July 31, 2023	NEW APPLICATION	2023 - 5593	116364	August 15, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

040 - RETAIL BEER (ON/OFF PREMISES)

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Legal Business Name

TAZ MOBILE INC

Trade Name (DBA)

TAZIKIS MEDITERRANEAN CAFE

Location Address

9 DU RHU DRIVE STE 300 MOBILE AL 36608

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: August 8, 2023

Re: Alcoholic Beverage License Application No. 5593
TAZ MOBILE INC
D/B/A: Taziki's Mediterranean Cafe
9 Du Rhu Dr Ste 300
Mobile, AL 36608
Jonathan Curtis, member
Debbie Curtis, member
Robert Touchton, member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that is named Taziki's Mediterranean Cafe. The City of Mobile Revenue department has advised although this is a new application, all taxes have been reported and paid for Taziki's and their business license is current. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department advised that the location is currently in good standing.

It is my recommendation that the application be:

_✓_ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

AUG 07 2023
_____
CHIEF OF POLICE

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: _____
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: August 8, 2023

Re: Alcoholic Beverage License Application No. 5593
TAZ MOBILE INC
D/B/A: Taziki's Mediterranean Cafe
9 Du Rhu Dr Ste 300
Mobile, AL 36608
Jonathan Curtis, member
Debbie Curtis, member
Robert Touchton, member

I have reviewed the attached application submitted to me by Office Assistant Payton Kennedy. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that is named Taziki's Mediterranean Cafe. The City of Mobile Revenue Department advised Taziki's has an up-to-date business license and have reported and paid all taxes due. The Underage Drinking Coordinator of the Mobile Police Department advised that the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **August 3, 2023**

Re: **Application # 5593 / 9 Du Rhu Dr. Ste. 300**

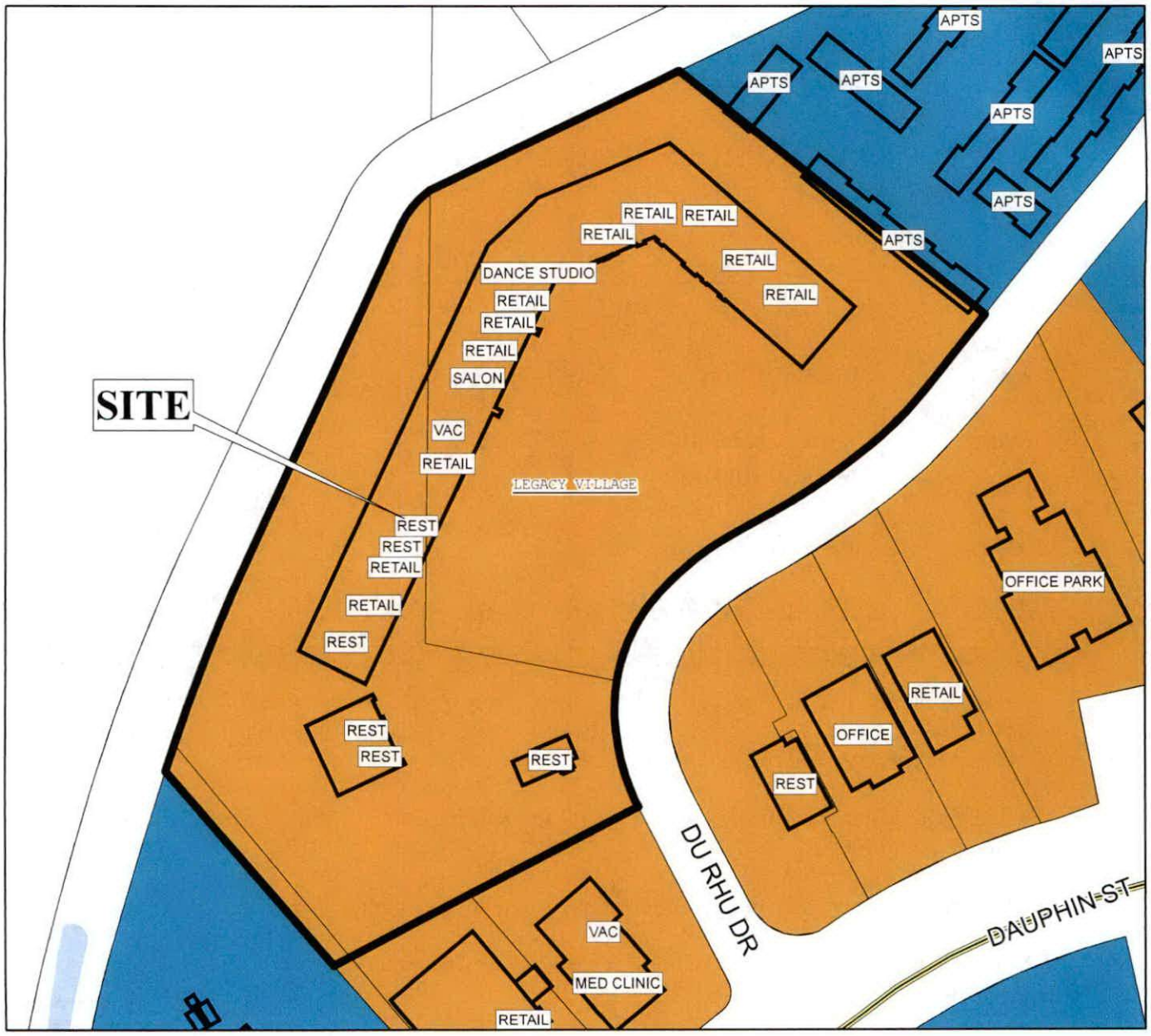
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5593 DATE 8/15/2023

APPLICANT TAZ MOBILE INC

LOCATION 9 DU RHU DR STE 300

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
July 31, 2023	NEW APPLICATION		116364	August 15, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

040 - RETAIL BEER (ON/OFF PREMISES)

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Legal Business Name

TAZ MOBILE INC

Trade Name (DBA)

TAZIKIS MEDITERRANEAN CAFE

Location Address

9 DU RHU DRIVE STE 300 MOBILE AL 36608

Business Contact Person Information			
Name	Title	Phone	Email
DEBBIE T CURTIS	MEMBER		DCURTIS@TAZIKIS.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **11.06.2020**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
July 28, 2023	NEW APPLICATION	2023 - 5593	116364	August 15, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
040 - RETAIL BEER (ON/OFF PREMISES)	060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Business Information

Legal Business Name	Trade Name (DBA)
TAZ MOBILE INC	TAZIKIS MEDITERRANEAN CAFE

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	02.10.2020	621-748	AL	SHELBY

Federal Tax ID (FEIN)	AL State Tax ID
84-4892165	R010788779

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
9 DU RHU DRIVE STE 300	MOBILE	AL	36608

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
		AL	

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Business Contact Person Information

Name	Title	Phone	Email
DEBBIE T CURTIS	MEMBER ☐ POA		DCURTIS@TAZIKIS.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name	Prop Owner Phone	Property Owner Email
LEGACY VILLAGE SHOPPING CENTER LLC	(504) 830-2813	PM_MORRISON@YAHOO.COM

Property Owner Address	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
3,057	96	YES	YES	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Is the business equipped with services and facilities for on premises consumption? YES

Will the business be operated primarily as a package store? NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
CURTIS, DEBBIE TOUCHTON	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	PANAMA CITY FL		

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
CURTIS, JONATHAN CASON	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	ATHENS AL		

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
TOUCHTON, ROBERT DARREN	MEMBER		
Home Street Address	**City**	**State**	**Zip Code**
.NE	PANAMA CITY	FL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

DTC The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

DTC The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

DTC The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

DTC The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

DTC Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

DTC In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name: Debbie T. Curtis

Date: 7/28/23

Owner/Applicant Signature: Debbie T. Curtis

Title: Member

Sworn to and subscribed before me this 28th day of JULY 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

July 28, 2023

TAZIKIS MEDITERRANEAN CAFE

9 DU RHU DRIVE

STE 300

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 116364 TERRITORY 7

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1602193	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

07/28/2023 03:16PM EDIE A.
035162-0002

BUSINESS LICENSE
TAZIKIS MEDITERRANEAN CAFE
116364
2023 Item: 1602193
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********004
Ref=b40d34f0-293f-4ddb-9c1b-68ef91726520
Auth=841279

Change due **$0.00**

Paid by: CURTIS/DEBBIE T

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED*. Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
7·27·23	Yes	11·6·2020	

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
LIQUOR LICENSE · WINE/BEER		

License Type applied for with Alabama ABC Board	
BEER/WINE ON PREMISES	

Business Information

Business Description/Activity	Other Explain
RESTAURANT	

Legal Business Name	Trade Name (DBA)
TAZ MOBILE, INC	TAZIKIS MEDITERRANEAN CAFE

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
S-CORP		DTC 6589 Dutch DRIVE, SUITE 300

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
DET	MOBILE	AL	36608

City	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
8		AL	

City	State	Zip Code	Business Phone Number	Building Type
BIRMINGHAM	AL	35242	251·378·2678	strip mall/attached

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
205·915·8575	84·489 2165	R0107887 79	both corp/phys. locations

Business Contact Person Information

Name	Title	Phone	Email
DEBBIE CURTIS	OWNER		lcurtis@tazikis.com

Land/Building Information

Do you own or rent/lease the property? LEASE

Property Owner Name	Do you have a legal description of property?
LEGACY VILLAGE SHOPPING CENTER, LLC	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
DET	504·830·2813	pm_morrison@yahoo.com

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
	LA		96	3057

Fully equipped & operational kitchen	YES	Equipped with table and chairs	YES
If NO, any food served (if YES explain below)		Equipped for on premise consumption	YES
Habitually used for providing food to public	YES	Restroom Facilities YES	Patio Area YES

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
CURTIS, DEBBIE TOUCHTON	~~Member~~ MEMBER	VICE PRESIDENT

Race	Sex	Date of Birth	Home Address
W	F		

Social Security Number	Drivers License	City	State	Zip Code
			AL	

Place of Birth (City, State, Nation)	Mobile Number	Email
PANAMA CITY, FL, USA		dcurtis@tazikis.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
CURTSINGER, JONATHAN, CHASE	MEMBER	PRESIDENT

Race	Sex	Date of Birth	Home Address
W	M		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
			AL	

Place of Birth (City, State, Nation)	Mobile Number	Email
ATHENS, AL, USA		JCURTS181@AOL.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
TOUCHTON, ROBERT, DARREN	MEMBER	SECRETARY

Race	Sex	Date of Birth	Home Address
W	M		

Social Security Number	Driver License (State, Number)	City	State	Zip Code
		TM	FL	

Place of Birth (City, State, Nation)	Mobile Number	Email
PANAMA CITY, FL, USA	...4	BOBBY@TAZIKISCAFE.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application
Alcohol License Application
PLANNING & ZONING DEPARTMENT APPROVAL

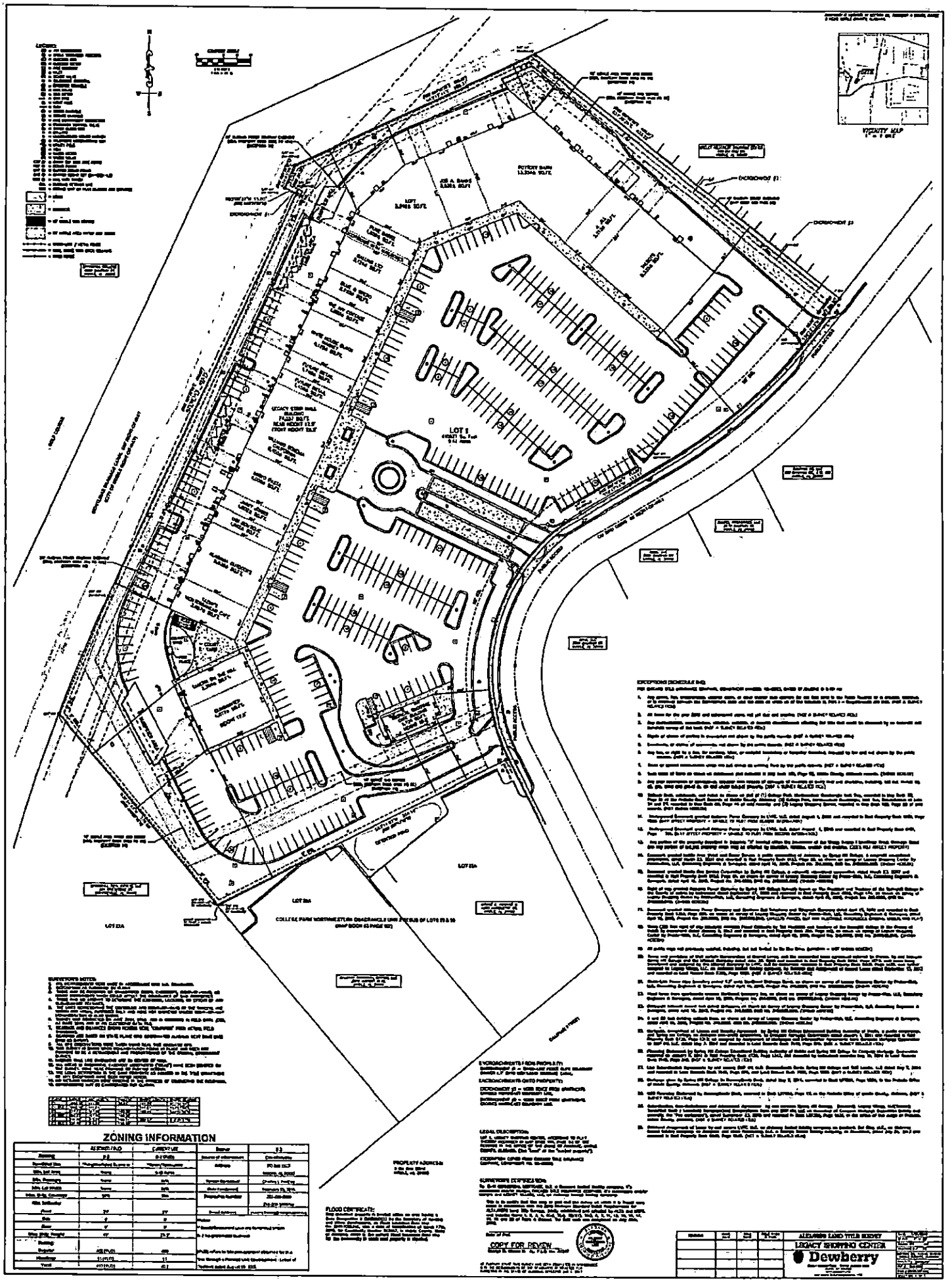
All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type	
Restaurant	Beer & Wine Liquor License	
Legal Business Name	**Trade Name (DBA)**	
TAZ MOBILE, INC.	TAZIKIS MEDITERRANEAN CAFE	
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
~~1534~~ 9 Du Rhu Drive, Suite 300 DU RHU DRIVE, SUITE300	3057	attached
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet? (see pg 5)**	
MOBILE / AL / 36608	Yes	

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Debbie Curtis	Owner	205-915-8575	dcurtis@tazikis.com

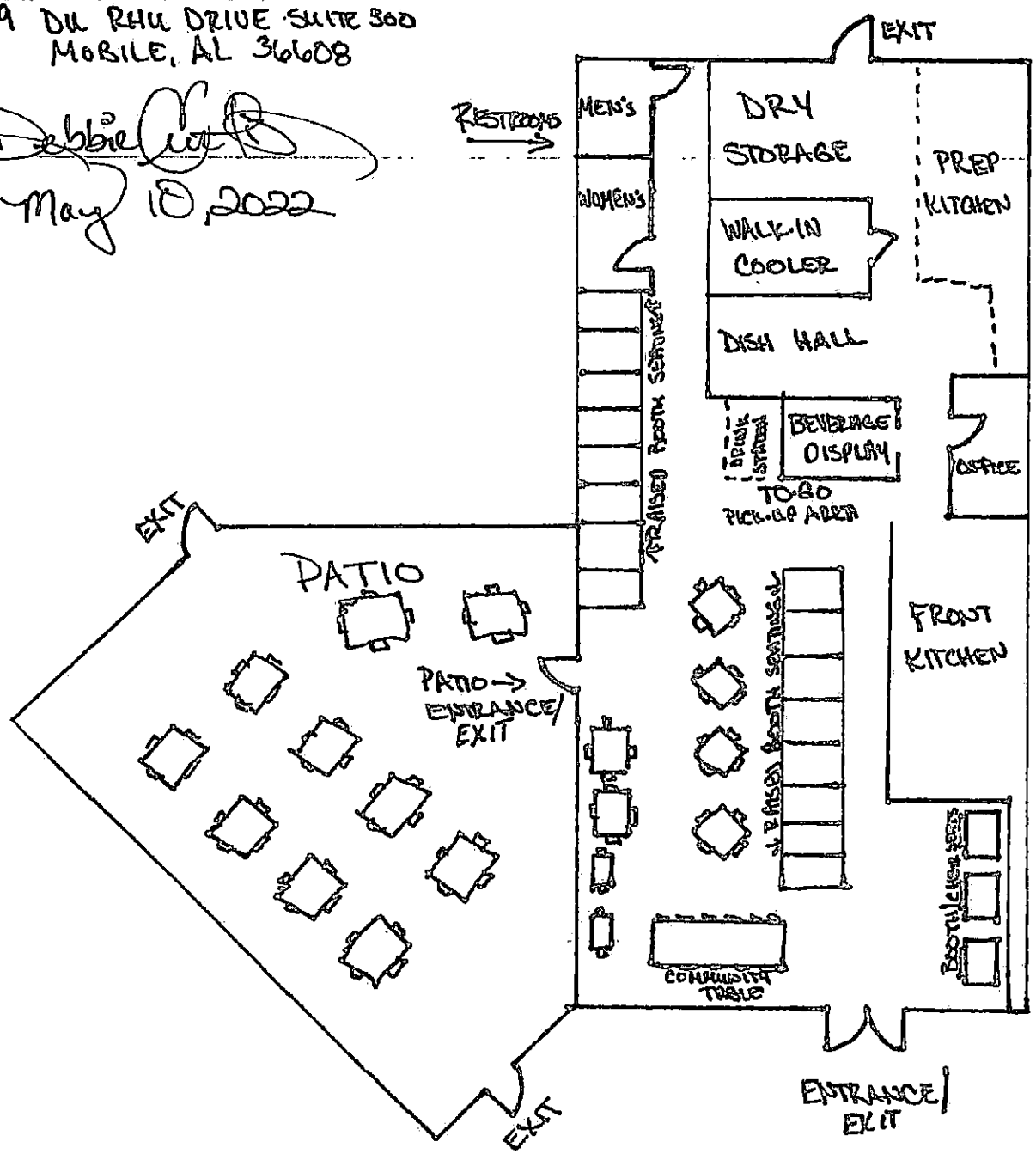
PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
11+	11	Yes	B-2	Yes
Comments				
Print Name	**Signature**		**Date**	
D. Logan Anderson	D. Logan Anderson		07/31/2023	


LOT 1
LOT 2A
LOT 2BA
COLLEGE PARK NORTHWEST/SW QUADRANGLE UNIT 2 (PLUS OF LOTS 2B & 3B)
(MAP BOOK 43 PAGE 107)
VICINITY MAP
ZONING INFORMATION
EXCEPTIONS SCHEDULE B(2)
SURVEYOR'S NOTES:
LEGAL DESCRIPTION:
SURVEYOR'S CERTIFICATION:
FLOOD CERTIFICATE:
PROPERTY ADDRESS:
COPY FOR REVIEW
ALABAMA LAND TITLE SURVEY
LEGACY SHOPPING CENTER
Dewberry

TAZIKIS MEDITERRANEAN CAFE
9 DU RHU DRIVE SUITE 300
MOBILE, AL 36608

Debbie

May 10, 2022



City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

The above described property is LEASED to/by TAZ MOBILE, LNC.
(Company Name)

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 27 day of July 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
RebeKah R. Dodd	Rebekah R. Dodd	11.1.26

Notary Stamp

REBEKAH R. DODD
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 01, 2026

Owner of Property (Print Name)	Applicant Name (Print Name)
Legacy Village Shopping Ctr. LLC	Debbie Curtis
Owner of Property (Signature)	Applicant Name (Signature)
Vera McGraw / Facility Administrator	Debbie Curtis
Address 9 Du Rhu Dr.	Address 83 BURNHAM STREET, Birmingham AL, 35242
Ownership Type limited liability company	
City, State, Zip Mobile, AL 36608	City, State, Zip
Date Agreement Signed 7/27/2023	Date Agreement Signed 7.27.23

ASSESSMENT RECORD - 2024

Notes (0) | Print | Advance Print

PARCEL: 28 06 24 2 000 002.XXX
CORPORATION: I
OWNER: (M) LEGACY VILLAGE SHOPPING CENTER LLC, LEGACY BROUSSARD LLC, LEGACY FAWER LLC,
ADDRESS: C/O MORRISON INVESTMENT GROUP LLC
5119 MAGAZINE ST
NEW ORLEANS, LA 70115-1843

EXEMPT CODE: [ ] **MUN CODE:** 14 MO
OVER 65 CODE: **DISABILITY CODE:** **EXM OVERRIDE AMT:** $0
PROP. CLASS: 2 [] **SCHOOL DIST:** 2 **HS YEAR:** 0
OVR ASD VALUE: **CLMNT:**

CLASS USE 000910 C
FOREST ACRES: 0 **TAX SALE:** **ASSMT. FEE:**
LAND USE CODE: 0 **TIF DIST:** **PVT CODE:**
PREV. YEAR VALUE: $1,079,600

NBH: MUNI 14 MOBILE CITY
PARENT PARCEL:
REMARKS: 2023 PCD/QCD
Last Modified: **2/27/2023 12:59:20 PM** LETTERS
DEMOLITION TAX FIRE FEE STORM WATER FEE WEED FEE

LAND VALUE 10%		$0
LAND VALUE 20%		$718,000
CU VALUE	[DEACTIVATED]	$0
LV 10% WITH CU	[DEACTIVATED]	$0
CLASS 2		
"PAVING CONCRET	34PCR06	$8,000
"PAVING CONCRET	34PCR04	$10,500
PAVEMENT CURBIN	34CLNGR	$12,800
"PAVING ASPHALT	34PASP3	$26,900
OTHER BLDG		$295,200
CLASS 3		
TOTAL MARKET VALUE:		$1,071,400

Assessment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

Property Address: 100 DU RHU DR MOBILE AL 36608-1209
Contiguous Parcels:

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO : **00547965**
Sort Code : S 673335

ASSESSMENT/TAX

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	$214,280	$1,392.82	$0	$0.00	$1,392.82
COUNTY	2	14	$214,280	$4,392.74	$0	$0.00	$4,392.74
SCHOOL	2	14	$214,280	$2,999.92	$0	$0.00	$2,999.92
DIST SCHOOL	2	14	$214,280	$3,321.34	$0	$0.00	$3,321.34
CITY	2	14	$214,280	$1,499.96	$0	$0.00	$1,499.96
FOREST	2	14	$0	$0.00	$0	$0.00	$0.00

ASSD. VALUE: $214,280.00 **TAXABLE VALUE:** $1,071,400.00
EXMT. TAX: **$0.00** **TOTAL MILLAGE:** 63.5 $13,606.78 **GRAND TOTAL:** **$13,606.78**

INSTRUMENTS manage

INST NUMBER	DATE	
2022026041	4/7/2022	Edit
7305-1831	9/15/2015	Edit
0-0	7/5/2008 11:06:50 PM	Edit

SALES INFORMATION

SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE	
4/7/2022	$13,800,000	Land & Building	NO D - 12	**BOOK:**I **PAGE:**2022026041
9/15/2015	$6,980,000	Land & Building	NO - A	**BOOK:**7305 **PAGE:**1831

New Sale | Tax Sale | Add Instr.

LEGAL DESCRIPTION

MAP NUMBER: 28 06 24 2 000 **CODE1:** **CODE2:**
SUB DIVISON1: **MAP BOOK:** **PAGE:**
SUB DIVISON2: **MAP BOOK:** **PAGE:**

PRIMARY LOT: **PRIMARY BLOCK:**
SECONDARY LOT: **SECONDARY BLOCK:**

SECTION1 24 **TOWNSHIP1** 4S **RANGE1** 2W
SECTION2 **TOWNSHIP2** **RANGE2**
SECTION3 **TOWNSHIP3** **RANGE3**
SECTION4 **TOWNSHIP4** **RANGE4**
LOT DIM1 0.00 **LOT DIM2** 0.00 **ACRES** 0.000 **SQ FT** 0.000

METES AND BOUNDS: PT OF LOT 1 LEGACY SHOPPING CENTER MBK 109/92 & DESC AS FOLL: BEG SE COR LOT 1 LEGACY SHOPPING CENTER MBK 109/92 TH RUN SWLY 364.19 FT TH NW 275.90 FT TH NELY 141.72 TH CONT NELY ALG A DRAINAGE CANAL 540 FT(S) TH S 495 FT(S) TH SELY 214 FT (S) TO W/L DU RHU DR TH RUN SELY ALG SD R/W 143.02 FT TO POB #SEC 24 T4S R2W #MP28 06 24 2 000

REMARKS:

Tax Year	Entity Name.	Assmt Class	Exempt Code	Mailing Address
2024	LEGACY VILLAGE SHOPPING CENTER LLC, LEGACY BROUSSARD LLC, LEGACY FAWER	2		C/O MORRISON INVESTMENT GROUP LLC, 5119 MAGAZINE ST, NEW ORLEANS LA - 70115-1843

	LLC,			
2023	LEGACY VILLAGE SHOPPING CENTER LLC, LEGACY BROUSSARD LLC, LEGACY FAWER LLC,	2		C/O MORRISON INVESTMENT GROUP LLC, 5119 MAGAZINE ST, NEW ORLEANS LA - 70115-1843
2022	SPRINGHILL COLLEGE C/O LEGACY VILLAGE SHOPPING CENTER LLC, LEGACY	2		C/O MORRISON INVESTMENT GROUP LLC, 5119 MAGAZINE ST, NEW ORLEANS LA - 70115-1843
2021	SPRINGHILL COLLEGE C/O LEGACY VILLAGE, LLC	2		PO BOX 1745, MOBILE AL - 36633
2020	SPRINGHILL COLLEGE	2		PO BOX 1745, MOBILE AL - 36633
2019	SPRINGHILL COLLEGE	2		C/O LEGACY VILLAGE, LLC, P O BOX 1745, MOBILE AL - 36633
2018	SPRINGHILL COLLEGE	2		C/O LEGACY VILLAGE, LLC, P O BOX 1745, MOBILE AL - 36633
2017	SPRINGHILL COLLEGE	2		C/O LEGACY VILLAGE, LLC, P O BOX 1745, MOBILE AL - 36633
2016	SPRINGHILL COLLEGE	2		C/O LEGACY VILLAGE, LLC, P O BOX 1745, MOBILE AL - 36633
2015	SPRINGHILL COLLEGE % CORELOGIC COMMERCIAL TAX SERVICES	2		COMML RE TAX, P O BOX 961009, FORT WORTH TX - 76161-0009
2014	SPRINGHILL COLLEGE % CORELOGIC COMMERCIAL TAX SERVICES	2		COMML RE TAX, P O BOX 961009, FORT WORTH TX - 76161-0009
2013	SPRINGHILL COLLEGE	2		%VELVET ALFORD, P O BOX 160306, MOBILE AL - 36608
2012	SPRINGHILL COLLEGE	2		%VELVET ALFORD, P O BOX 160306, MOBILE AL - 36608
2011	SPRINGHILL COLLEGE	2		%VELVET ALFORD, P O BOX 160306, MOBILE AL - 36608
2010	SPRINGHILL COLLEGE	2		%VELVET ALFORD, P O BOX 160306, MOBILE AL - 36608
2009	SPRINGHILL COLLEGE	2		%VELVET ALFORD, P O BOX 160306, MOBILE AL - 36608
2008	SPRINGHILL COLLEGE	2		%VELVET ALFORD, P O BOX 160306, MOBILE AL - 36608
2007	SPRINGHILL COLLEGE	2	OTH	% FINANCE OFFICE, 4000 DAUPHIN ST, MOBILE AL - 36608
2006	SPRINGHILL COLLEGE	2	OTH	% FINANCE OFFICE, 4000 DAUPHIN ST, MOBILE AL - 36608
2005	SPRINGHILL COLLEGE	2	OTH	% FINANCE OFFICE, 4000 DAUPHIN ST, MOBILE AL - 36608
2004	SPRINGHILL COLLEGE	2	OTH	% FINANCE OFFICE, 4000 DAUPHIN ST, MOBILE AL - 36608
2003	SPRINGHILL COLLEGE	2	OTH	% FINANCE OFFICE, 4000 DAUPHIN ST, MOBILE AL - 36608
2002	SPRINGHILL COLLEGE	2	OTH	% FINANCE OFFICE, 4000 DAUPHIN ST, MOBILE AL - 36608

Ownership Changes:

Eff. Date	Tax Year	Entity Name.	Assmt Class	Exempt Code	Mailing Address		
4/7/2022	2023	LEGACY VILLAGE SHOPPING CENTER LLC, LEGACY BROUSSARD LLC, LEGACY FAWER LLC,	2		C/O MORRISON INVESTMENT GROUP LLC, 5119 MAGAZINE ST, NEW ORLEANS LA - 70115-1843	2022026041	Remove

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
Debbie Curtis	7-27-23
Owner/Applicant Signature	**Title**
Debbie Curtis	owner

City of Mobile Alcoholic Beverage License Application

Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- [x] Completed Application - ALL PAGES
  - [x] ALL required boxes completed
  - [x] Notarized Lease Property & Sign Agreement page
  - [x] Required drawing for Planning & Zoning Department (unless downtown location with no designated parking)
  - [x] Copy of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License copy - ALL owners/members listed on application (must be legible)
- [x] Background Check (if completed for ABC Board)
- [x] Business Structure (LLC, Corporation) Articles from Secretary of State
  - [x] ALL pages of the Articles (including any amendments must be provided)
  - [x] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [ ] Complete Listing of all members/officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Sales Tax ID Letter
- [x] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [x] If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- [ ] Mobile County Health Department Inspection Report (if applicable)
- [x] Bureau of Fire Prevention - Fire Inspection Report
- [x] Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [ ] Payment for business license and all required coding

Person Completeing Application Printed Name	Date
Debbie Curtis	7.27.23
Person Completeing Application Signature	**Title**
Debbie Curtis	owner

The City of Mobile reserves the right to request required additional information from the applicant

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 05-30-2023

DEBBIE TOUCHTON CURTIS
16700 HWY 280 EAST SUITE A-105 CHELSEA AL 35043

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

DEBBIE TOUCHTON CURTIS

Search Completed Result 05-30-2023 E2023150000000196974

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 06-06-2023

JONATHAN CURTIS
83 BURNHAM STREET BIRMINGHAM AL 35242

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

JONATHAN CURTIS

Search Completed Result 06-06-2023 E2023157000000184602

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

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Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

1-787a (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 06-16-2023

ROBERT DARREN TOUCHTON
83 BURNHAM STREET BIRMINGHAM AL 35242

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

ROBERT DARREN TOUCHTON

Search Completed Result 06-16-2023 E2023167000000232830

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USNBCD09Z
PART 2

NCN E2023167000000232830

- FBI IDENTIFICATION RECORD - FBI UCN-140100HD4

NAME
TOUCHTON,ROBERT DARREN

FBI UCN- [redacted]

DATE REQUESTED
2023/06/16

SEX	RACE	BIRTH-DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W	[redacted]	508	165	BRO	BLK

BIRTH PLACE
FLORIDA

PATTERN CLASS
LS LS LS LS LS LS LS LS LS LS

CITIZENSHIP
UNITED STATES

1-ARRESTED OR RECEIVED 2010/02/26 SID- [redacted]
AGENCY-POLICE DEPARTMENT BIRMINGHAM (AL0010200)
AGENCY CASE-100260605

FINGERPRINT INFORMATION
BSI/2000095026623
PRINT DATE/2010/02/26

CHARGE 1-2899STOLEN PROP-THEFT OF PROPERTY

2-ARRESTED OR RECEIVED 2010/03/30 SID- [redacted]
AGENCY-SHERIFF'S OFFICE BIRMINGHAM (AL0010000)
AGENCY CASE-

FINGERPRINT INFORMATION
BSI/2000095027066
PRINT DATE/2010/03/30

CHARGE 1-2399LARC-THEFT 1

RECORD UPDATED 2023/06/16

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USNBCD09Z

NCN E2023167000000232830

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USNBCD09Z
TCN NB00493236G49773

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH CONTAINED THE FOLLOWING DESCRIPTORS:

NAME TOUCHTON,ROBERT DARREN

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W	[redacted]	509	160	BROWN	GRAY

STATE ID	BIRTH PLACE
NULL	FLORIDA

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	[redacted]	NONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

City of Mobile

Past History for Business ID: 116364

License Summary by Bill Detail:

YEAR	CATEGORY	TYPE	MONTH	GROSS RECEIPTS	DEDUCTIONS	ADJUSTMENT	TOTAL DUE	BALANCE
2023	72	716	DEC	788,608.36	.00	.00	2,461.78	PAID
			TOTALS	788,608.36	.00	.00	2,461.78	.00
2022	72	716	DEC	665,000.00	.00	.00	2,077.49	PAID
			TOTALS	665,000.00	.00	.00	2,077.49	.00
2021	72	716	DEC	754,247.40	.00	.00	2,354.96	PAID
			TOTALS	754,247.40	.00	.00	2,354.96	.00
2020	72	716	DEC	.00	.00	-60.00	78.00	PAID
			TOTALS	.00	.00	-60.00	78.00	.00

Tax Summary by Bill Detail:

YEAR	CATEGORY	MONTH	GROSS RECEIPTS	DEDUCTIONS	ADJUSTMENT	TOTAL DUE	BALANCE
2022	FOOD OCC	JUL	.00	.00	-8,423.90	.00	VOIDED
		TOTALS	.00	.00	-8,423.90	.00	.00
2023	FOOD TAX	JUN					UNFILED
2023	FOOD TAX	MAY	64,634.33	.00	.00	3,231.72	PAID
2023	FOOD TAX	APR	61,268.82	.00	.00	3,063.44	PAID
2023	FOOD TAX	MAR	63,778.00	.00	.00	3,188.90	PAID
2023	FOOD TAX	FEB	55,842.00	.00	.00	2,792.10	PAID
2023	FOOD TAX	JAN	57,190.71	.00	.00	2,859.54	PAID
		TOTALS	302,713.86	.00	.00	15,135.70	.00
2022	FOOD TAX	DEC	60,232.87	.00	.00	3,011.64	PAID
2022	FOOD TAX	NOV	62,074.51	.00	.00	3,103.73	PAID
2022	FOOD TAX	OCT	72,243.36	.00	.00	3,612.17	PAID
2022	FOOD TAX	SEP	65,490.70	.00	.00	3,274.54	PAID
2022	FOOD TAX	AUG	68,844.83	.00	.00	3,442.24	PAID
2022	FOOD TAX	JUL	57,424.41	.00	.00	2,871.22	PAID
2022	FOOD TAX	JUN	65,101.24	172.19	.00	3,246.45	PAID
2022	FOOD TAX	MAY	66,986.52	.00	.00	3,349.33	PAID
2022	FOOD TAX	APR	63,922.16	6,848.74	.00	2,853.67	PAID
2022	FOOD TAX	MAR	75,351.25	.00	.00	3,767.56	PAID
2022	FOOD TAX	FEB	68,689.59	8,279.80	.00	3,020.49	PAID
2022	FOOD TAX	JAN	62,246.92	.00	.00	3,112.35	PAID
		TOTALS	788,608.36	15,300.73	.00	38,665.39	.00
2021	FOOD TAX	DEC	71,462.94	.00	.00	3,573.15	PAID
2021	FOOD TAX	NOV	62,916.25	.00	.00	3,145.81	PAID
2021	FOOD TAX	OCT	62,017.79	.00	3,100.89	3,100.89	PAID
2021	FOOD TAX	SEP	55,055.54	.00	2,752.78	2,752.78	PAID
2021	FOOD TAX	AUG	58,031.53	.00	2,901.58	2,901.58	PAID
2021	FOOD TAX	JUL	59,250.82	.00	2,962.54	2,962.54	PAID
2021	FOOD TAX	JUN	55,305.76	.00	2,765.29	2,765.29	PAID
2021	FOOD TAX	MAY	63,848.46	.00	3,192.42	3,192.42	PAID
2021	FOOD TAX	APR	74,541.30	.00	3,727.07	3,727.07	PAID
2021	FOOD TAX	MAR	76,776.53	.00	3,838.83	3,838.83	PAID
2021	FOOD TAX	FEB	57,708.14	.00	2,885.41	2,885.41	PAID
2021	FOOD TAX	JAN	60,839.27	.00	3,041.96	3,041.96	PAID
		TOTALS	757,754.33	.00	31,168.77	37,887.73	.00
2020	FOOD TAX	DEC	57,673.22	.00	2,883.66	2,883.66	PAID
2020	FOOD TAX	NOV	47,982.50	.00	2,399.13	2,399.13	PAID
		TOTALS	105,655.72	.00	5,282.79	5,282.79	.00

Notice -3
Aug 15th

Report generated: 07/26/2023 16:32
User: 910518706
Program ID: blmaster

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230726145247611

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Trade Name: TAZIKIS MEDITERRANEAN CAFE **Filing Fee:** $100.00

Applicant: TAZ MOBILE INC **Transfer Fee:**

Location Address: 9 DU RHU DRIVE STE 300 MOBILE, AL 36608

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 621-748

Do you sell Draft Beer?:

Date Incorporated: 02/10/2020 **State incorporated:** AL **County Incorporated:** SHELBY

Date of Authority: 02/10/2020

Federal Tax ID: 84-4892165 **Alabama State Sales Tax ID:** R010788779

Name:	Title:	Date and Place of Birth:	Residence Address:
ROBERT DARREN TOUCHTON	SECRETARY	04/23/1970	
JONATHAN CASON CURTIS	PRESIDENT	09/06/1973	
DEBBIE TOUCHTON CURTIS	VICE PRESIDENT	09/06/1970	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DEBBIE CURTIS
Business Phone: 205-915-8575
Fax:

Home Phone: 205-915-8575
Cell Phone: 205-915-8575
E-mail: DCURTIS@TAZIKIS.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230726145247611

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: LEGACY VILLAGE LLC 251-422-8315
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3057 Display Square Footage:
Building seating capacity: 115 Does Licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230726145247611

Initial each — **Signature page**

DTC In reference to law violations, I attest to the truthfulness of the responses given within the application.

DTC In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

DTC In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XXX In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XXX In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXX In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

DTC In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

DTC The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DTC I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Debbie T. Curtis

Signature of Applicant: Debbie T. Curtis

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 7/26/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230726145247611

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: STE 300
Are there any special restrictions, instructions, and/or conditions for this license?:
OVER 10 YEARS AGO

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Section 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975 this Certificate Of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of $100.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616.** The Certificate will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).

This form must be typed.

1. The name of the corporation (must contain the word "corporation" or "incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Title 10A-1-5.04):

   Taz Mobile, Inc.

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.**

3. Street (No PO Boxes) address of principal office of the corporation: 83 Burnham Street,

   Birmingham, AL 35242

   Mailing address of principal office (if different from street address):

(For SOS Office Use Only)

This form was prepared by: (type name and full address)

Katherine H. Watkins
Boardman, Carr, Petelos, Watkins & Ogle, P.C.
400 Boardman Drive
Chelsea, AL 35043

RECEIVED DATE
FEB 10 2020
SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

New Entity
621-748 D/C
Date 2/10/2020
Time 14:26
200210 4 Pg

File $100.00
Ackn $.00
Exp $.00

Total $100.00
10/013

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

4. The name of the Registered Agent: Debbie Curtis

   Street (**No PO Boxes**) address of Registered Agent: 83 Burnham Street, Birmingham, AL 35242

   Mailing address of Registered Agent (if different from street address):

5. Purpose for which corporation is formed: To develop, own, operate and maintain a Taziki's Mediterranean Cafe restaurant; the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 100 Par Value
   (Par value is optional information and does not have to be completed.)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): Treis Se Pisti, Inc.

   Street (**No PO Boxes**) address of Incorporator(s): 83 Burnham Street, Birmingham, AL 35242

   Mailing address of Incorporator(s) – (if different from street address):
   Attach a listing if more Incorporators need to be added.

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

/ /
Date (MM/DD/YYYY)

Signature as required by 10A-2A-1.20

Debbie Curtis
Typed Name of Above Signature

Vice-President & Director of Treis Se Pisti, Inc.
Typed Title/Capacity to Sign under 10A-2A-1.20

/ /
Date (MM/DD/YYYY)

Signature as required by 10A-2A-1.20

Typed Name of Above Signature

Typed Title/Capacity to Sign under 10A-2A-1.20

Alabama
Sec. Of State

New Entity D/C
621-748
Date 2/10/2020
Time 14:25
200210 4 Pg

File $100.00
Ackn $.00
Exp $.00

Total $100.00
10/013

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Taz Mobile, Inc.

This name reservation is for the exclusive use of Katherine H. Watkins, 400 Boardman Drive, Chelsea, AL 35043 for a period of one year beginning January 23, 2020 and expiring January 23, 2021

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.

January 23, 2020

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES869286

ARTICLES OF INCORPORATION
OF
TAZ MOBILE, INC.

The undersigned, acting as Incorporator of a corporation under the Code of Alabama, adopts the following Articles of Incorporation for such incorporation:

(1) NAME OF CORPORATION and DURATION: The name of the corporation shall be Taz Mobile, Inc., and the period of its duration shall be perpetual.

(2) PURPOSE: The objects and purposes for which the corporation is formed are:

a) To develop, own, operate and maintain a Taziki's Mediterranean Café restaurant;

(b) To enter into, make and perform contracts and agreements of every kind for any lawful purpose, with any person, firm, corporation, municipality, or political body, whether related to the business purpose stated in Paragraph (a) above or not, and generally to carry on any and every lawful business which a corporation is permitted to do by the Constitution and laws of the State of Alabama; and such other business shall not be limited to the State of Alabama; and

(c) In furtherance and not in limitation of the aforesaid objects, to carry on any lawful business, to sell all types of goods and perform all types of services, and to do anything convenient in connection with the carrying on of such business; and to do business without any restrictions in any legal business in the State of Alabama, or any other state of the United States, and to own, buy and sell personal property and to borrow money and issue its bonds, notes or mortgages therefor.

(3) INITIAL REGISTERED OFFICE: The address of the initial registered office of the corporation is 83 Burnham Street, Birmingham, AL 35242, and the name of its initial registered agent at such address is Debbie Curtis.

(4) STOCK: The amount of the total authorized capital stock of this corporation is fixed at $100.00 divided into 100 shares of common stock of the par value of $1.00 per share. The amount of capital stock with which the corporation will begin business is $100.00, being 100 shares of common stock of the par value of $1.00 per share. There shall be only one class of stock.

(5) The name and address of the agent designated by the Incorporator to receive subscriptions to the capital stock of the corporation is Debbie Curtis, 83 Burnham Street, Birmingham, AL 35242.

(6) BOARD OF DIRECTORS: The number of Directors constituting the initial Board of Directors of the Corporation is three, and the names and addresses of the persons who are to serve as Directors until the first annual meeting of Shareholder or until their successors are elected and qualified are:

NAME	ADDRESS
Debbie Curtis	83 Burnham Street Birmingham, AL 35242
Jonathan Curtis	83 Burnham Street Birmingham, AL 35242
Bobby Touchton	2503 Dragonfly Lane Panama City, FL 32405

(7) INCORPORATOR: The name and address of the Incorporator and the number of shares of stock subscribed for by it is as follows:

NAME	ADDRESS	SHARES
Treis Se Pisti, Inc.	83 Burnham Street Birmingham, AL 35242	100

(8) BYLAWS: The shareholder shall have the authority to adopt Bylaws of the Corporation,

and the power to alter, amend, or repeal the Bylaws and to adopt new Bylaws. The Bylaws shall contain provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or these Articles of Incorporation.

(9) AMENDMENTS: All provisions of these Articles of Incorporation shall be subject to amendment by affirmative vote of three quarters of the shareholders.

IN WITNESS WHEREOF, the undersigned Incorporator has hereunto set its signature, by and through its Vice President and Director, on this the 4 day of February, 2020.

TREIS SE PISTI, INC.

By: Debbie Curtis
Debbie Curtis, its Vice President and Director

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, a Notary Public, in and for said County and State, appeared Debbie Curtis, as the Vice President and Director of Treis Se Pisti, Inc., who is known to me, and having been duly sworn, states that the above is her signature, that it is attached to these Articles of Incorporation and that it is subscribed for the purpose stated herein, this the 4th day of February, 2020.

Dawn Rasco
Notary Public
My commission expires: 3/21/2022

SEAL

Prepared by:
Katherine H. Watkins, Esquire
Boardman, Carr, Petelos, Watkins & Ogle, P.C.
400 Boardman Drive
Chelsea, Alabama 35043-8211
(205) 678-8000

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Taz Mobile, Inc.

This name reservation is for the exclusive use of Katherine H. Watkins, 400 Boardman Drive, Chelsea, AL 35043 for a period of one year beginning January 23, 2020 and expiring January 23, 2021

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.

January 23, 2020

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES869286

BYLAWS
OF
TAZ MOBILE, INC.

ARTICLE I
NAME AND PLACE OF BUSINESS

A. Name. The name of the Corporation is Taz Mobile, Inc.

B. Principal Office. The principal office of the Corporation shall be located in Shelby County, Alabama.

C. Other Offices. Other offices for the transacting of business shall be located at such places as the business of the Corporation may require.

ARTICLE II
CAPITAL STOCK

A. Certificates. Each shareholder shall be entitled to a certificate or certificates of stock of the Corporation, duly numbered, bearing the corporate seal, setting forth the number and kind of shares, and signed by the President or the Treasurer.

B. Transfer of Shares. Shares of stock of the Corporation shall be transferrable on the stock transfer book of the Corporation only upon surrender and cancellation of the certificates thereof, properly endorsed or accompanied by written assignment or power of attorney as provided by law, and bearing all necessary transfer tax stamps properly affixed and canceled, whereupon new certificates for a like number of shares will be issued. The person registered on the stock transfer book of the Corporation is entitled to all rights of ownership with respect to such shares.

C. Stock Transfer Book. The stock transfer book of the Corporation shall be closed against transfer for ten days before the date of payment of a dividend and for ten days before the annual meeting of shareholders.

D. Lost Certificates. No new certificates shall be issued in lieu of a lost or destroyed certificate except upon satisfactory proof of such loss or destruction and upon the giving of satisfactory security against loss to the Corporation. Any such new certificate shall be plainly marked "Duplicate" upon its face.

E. Corporate Lien. If any shareholder be indebted to the Corporation, the corporation shall have a first lien upon all dividends declared on shares of its stock owned by such shareholder, and shall also have a first lien on such shares of its stock owned by such shareholders as the certificates representative thereof state the existence of such lien.

F. Legend on Shares. Per the Franchise Agreement with Taziki's Franchising, LLC, each certificate of stock shall contain a legend stating that a shareholder shall obtain prior approval from Taziki's Franchising, LLC before the transfer, assignment, or pledge of any issued equity ownership interests.

G. Prohibition of Issuance of Additional Equity Ownership Interests. Per the Franchise Agreement with Taziki's Franchising, LLC, no additional equity ownership interests shall be allowed beyond the capital stock shares provided for herein and in the Articles of Organization.

ARTICLE III
SEAL

The seal of the Corporation shall be in the form impressed hereon.

ARTICLE IV
DIVIDENDS AND FINANCE

A. Dividends. The Board of Directors shall determine from time to time the amount of the profits of the Corporation to be reserved as working capital or for any other lawful purpose and shall determine what part, if any, of the annual net profits of the Corporation or of its net assets in excess of its capital shall be declared in dividends; provided, however, that no dividend shall be paid that will impair the capital of the Corporation.

B. Finance. The funds of the Corporation shall be deposited in such banks and trust companies as the Board of Directors shall designate. All orders for the payment of money, notes and other evidences of indebtedness issued in the name of the Board of Directors shall designate the officer or officers, agent or agents of the Corporation signing as authorized by the Board of Directors.

ARTICLE V
SHAREHOLDERS' MEETINGS

A. Place. All meeting of shareholders of the Corporation shall be held at the principal office of the Corporation or at such other place as may be legally designated by the Board of Directors.

B. Annual Meeting. The annual meeting of the shareholders of the Corporation shall be held at 83 Burnham Street, Birmingham, AL 35242, on the 31st of December of each year unless such day be a legal holiday, in which case the meeting shall be held at the same time on the next succeeding day not a legal holiday.

C. Special Meetings. A special meeting of the shareholders of the Corporation may be called at any time by the Board of Directors or the President. It shall be the duty of the President to call a special meeting of the shareholders whenever so requested by shareholders holding 25% or more in interest of the outstanding stock of the Corporation.

D. Notice. Notice of the time, place and purpose of all meetings of the shareholders, regular and special, shall be mailed at least ten days prior to the date of the meeting by the Secretary to each shareholder of record at his or her address as it appears on the stock transfer book. Notwithstanding the failure to give notice as hereinbefore provided, any meeting shall be a legal meeting for the transaction of all business if each shareholder is either present, in person or by proxy, or has in writing waived such notice.

E. Quorum. Except as may otherwise be provided by law, a majority of the shares entitled to vote and outstanding, represented in person or by proxy by shareholder of record, shall constitute a quorum at any meeting of shareholders, but the shareholders present at any such meeting, in person or by proxy, though less than a quorum, may adjourn the meeting to a future time and the adjourned meeting may be held at such time without further notice.

F. Voting and Proxies. Each shareholder shall be entitled to one vote for each share of voting stock held by him or her, which vote shall be cast either in person or by written proxy filed with the Secretary of the meeting prior to being voted. Such proxy shall entitle the holder thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof unless provided to the contrary herein.

ARTICLE VI
BOARD OF DIRECTORS

A. Election. The shareholders at the annual meeting of the shareholders shall elect one Director, who shall hold office until the succeeding annual meeting of shareholders or until their successors are duly elected and qualified. That Director shall be the chairman of the Board of Directors.

B. Powers. All Corporate powers shall be exercised by or under authority of and the management of the business and property of the Corporation shall be under the direction of the Board of Directors.

C. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately after adjournment of each annual shareholders' meeting and at such other times and places as the Board of Directors by vote may determine, and no notice of regular meetings of the Board of Directors need be given.

D. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or the Director. Notice for the time and place of all special meetings shall be given to each Director by the person or persons calling such meeting by mailing same at least five days before such meeting or by delivering, in person or by telephone or telegram, same at least twenty-four hours before such meeting. Notwithstanding the failure to give notice as hereinbefore provided any meeting shall be a legal meeting for the transaction of all business if each Director is either present or has at any time in writing waived such notice.

E. Quorum. A majority of the members of the Board of Directors, as constituted at such time, shall constitute a quorum at any meeting of the Board of Directors, but the Directors present, though less than a quorum, may adjourn the meeting to a future time, and the adjourned meeting my be held at such time without further notice.

F. Removal. At any meeting of shareholders, a majority in interest of all the voting stock issued and outstanding, represented in person or by proxy by shareholders of records, may remove from office any Director.

G. Vacancy. Vacancies on the Board of Directors may be filled for the unexpired term by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors.

ARTICLE VII
OFFICERS

A. Number of Terms. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer. All or any of such offices may be held by any one person. The Board of Directors may also select such additional officers and agents as it may deem advisable, and prescribe the duties and powers thereof. Each officer shall be elected to serve until the next regular meeting of the Board of Directors held immediately after adjournment of the next annual shareholders' meeting, or until his successor is duly elected and qualified.

B. President. The President shall be the chief executive officer of the Corporation and, when present, shall preside at all meetings of shareholders and at all meetings of the Board of Directors. The President shall have general supervision over the affairs of the Corporation, and such powers and duties commonly incident to such office or as may be designated by the Board of Directors.

C. Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President and shall have the powers and duties commonly incident to such office, or as may be designated by the Board of Directors.

D. Secretary. The Secretary shall keep accurate minutes of all meetings of shareholders and of all meetings of the Board of Directors, and shall have such powers and duties commonly incident to such office, or as may be designated by the Board of Directors.

E. Treasurer. The Treasurer shall have the care and custody of the money, funds, valuable papers and documents of the Corporation, other than his or her own bond, if any, which shall be in the custody of the President. The Treasurer shall have such powers and duties commonly incident to such office or as may be designated by the Board of Directors.

F. Removal. Any officer may be removed from office at any time by vote of two-thirds of the members of the Board of Directors as constituted at such time.

ARTICLE VIII
AMENDMENT

These Bylaws may be amended at a shareholders' meeting by vote of a majority in interest of all voting stock issued and outstanding.

These Bylaws, consisting of Articles I through VIII, approved by unanimous vote of the shareholders this 4 day of February, 2020.

Debbie Curtis, Secretary

Approved:

Debbie Curtis, Chairman

ARTICLES OF INCORPORATION
OF
TREIS SE PISTI, INC.

20151002000346290 1/5 $158.00
Shelby Cnty Judge of Probate, AL
10/02/2015 02:18:10 PM FILED/CERT

The undersigned, acting as Incorporators of a corporation under the Code of Alabama, adopt the following Articles of Incorporation for such incorporation:

(1) NAME OF CORPORATION and DURATION: The name of the corporation shall be Treis Se Pisti, Inc., and the period of its duration shall be perpetual.

(2) PURPOSE: The objects and purposes for which the corporation is formed are:

a) To develop, own, operate and maintain Taziki's Mediterranean Café restaurants;

(b) To enter into, make and perform contracts and agreements of every kind for any lawful purpose, with any person, firm, corporation, municipality, or political body, whether related to the business purpose stated in Paragraph (a) above or not, and generally to carry on any and every lawful business which a corporation is permitted to do by the Constitution and laws of the State of Alabama; and such other business shall not be limited to the State of Alabama; and

(c) In furtherance and not in limitation of the aforesaid objects, to carry on any lawful business, to sell all types of goods and perform all types of services, and to do anything convenient in connection with the carrying on of such business; and to do business without any restrictions in any legal business in the State of Alabama, or any other state of the United States, and to own, buy and sell personal property and to borrow money and issue its bonds, notes or mortgages therefor.

(3) INITIAL REGISTERED OFFICE: The address of the initial registered office of the corporation is 83 Burnham Street, Birmingham, AL 35242, and the name of its initial registered agent at such address is Debbie Curtis.

(4) STOCK: The amount of the total authorized capital stock of this corporation is fixed at $100.00 divided into 100 shares of common stock of the par value of $1.00 per share. The amount of capital stock with which the corporation will begin business is $100.00, being 100 shares of common stock of the par value of $1.00 per share. There shall be only one class of stock.

(5) The name and address of the agent designated by the Incorporators to receive subscriptions to the capital stock of the corporation is Debbie Curtis, 83 Burnham Street, Birmingham, AL 35242.

(6) BOARD OF DIRECTORS: The number of Directors constituting the initial Board of Directors of the Corporation is three, and the names and addresses of the persons who are to serve as Directors until the first annual meeting of Shareholders or until their successors are elected and qualified are:

NAME	ADDRESS
Debbie Curtis	83 Burnham Street Birmingham, AL 35242
Jonathan Curtis	83 Burnham Street Birmingham, AL 35242
Bobby Touchton	709 Shelby Forest Trail Chelsea, AL 35043

(7) INCORPORATORS: The names and addresses of the Incorporators and the number of shares of stock subscribed for by them are as follows:

20151002000346290 2/5 $158.00
Shelby Cnty Judge of Probate, AL
10/02/2015 02:18:10 PM FILED/CERT

NAME	ADDRESS	SHARES
Debbie Curtis	83 Burnham Street Birmingham, AL 35242	47
Jonathan Curtis	83 Burnham Street Birmingham, AL 35242	47
Bobby Touchton	709 Shelby Forest Trail Chelsea, AL 35043	6

(8) BYLAWS: The shareholders shall have the authority to adopt Bylaws of the Corporation, and the power to alter, amend, or repeal the Bylaws and to adopt new Bylaws. The Bylaws shall contain provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or these Articles of Incorporation.

(9) AMENDMENTS: All provisions of these Articles of Incorporation shall be subject to amendment by affirmative vote of three quarters of the shareholders.

IN WITNESS WHEREOF, the undersigned Incorporators have hereunto set their signatures on this the 2nd day of October, 2015.

20151002000346290 3/5 $158.00
Shelby Cnty Judge of Probate, AL
10/02/2015 02:18:10 PM FILED/CERT

Debbie Curtis

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, a Notary Public, in and for said County and State, appeared Debbie Curtis, who is known to me, and having been duly sworn, states that the above is her signature, that it is attached to these Articles of Incorporation and that it is subscribed for the purpose stated herein, this the 2nd day of October, 2015.

Notary Public
My commission expires: 9/11/16

SEAL

JOHN H. MERRILL
SECRETARY OF STATE

20151002000346290 5/5 $158.00
Shelby Cnty Judge of Probate, AL
10/02/2015 02:18:10 PM FILED/CERT

ALABAMA STATE CAPITOL
MONTGOMERY, AL 36130

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama 1975*, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Treis Se Pisti, Inc.

This name reservation is for the exclusive use of Katherine H. Watkins, 400 Boardman Drive, Chelsea, AL 35043 for a period of one year beginning September 24, 2015 and expiring September 24, 2016.

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.

September 24, 2015
Date

John H. Merrill J. H. Merrill **Secretary of State**

RES700977

Jonathan Curtis

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, a Notary Public, in and for said County and State, appeared Jonathan Curtis, who is known to me, and having been duly sworn, states that the above is his signature, that it is attached to these Articles of Incorporation and that it is subscribed for the purpose stated herein, this the 2nd day of October, 2015.

Notary Public
My commission expires: 9/11/16

SEAL

20151002000346290 4/5 $158.00
Shelby Cnty Judge of Probate, AL
10/02/2015 02:18:10 PM FILED/CERT

Bobby Touchton

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, a Notary Public, in and for said County and State, appeared Bobby Touchton, who is known to me, and having been duly sworn, states that the above is his signature, that it is attached to these Articles of Incorporation and that it is subscribed for the purpose stated herein, this the 2nd day of October, 2015.

Notary Public
My commission expires: 9/11/16

SEAL.

Prepared by:
Katherine H. Watkins, Esquire
Boardman, Carr, Bennett, Watkins, Hill & Gamble, P.C.
400 Boardman Drive
Chelsea, Alabama 35043-8211
(205) 678-8000

BYLAWS
OF
TREIS SE PISTI, INC.

ARTICLE I
NAME AND PLACE OF BUSINESS

A. Name. The name of the Corporation is Treis Se Pisti, Inc.

B. Principal Office. The principal office of the Corporation shall be located in Shelby County, Alabama.

C. Other Offices. Other offices for the transacting of business shall be located at such places as the business of the Corporation may require.

ARTICLE II
CAPITAL STOCK

A. Certificates. Each shareholder shall be entitled to a certificate or certificates of stock of the Corporation, duly numbered, bearing the corporate seal, setting forth the number and kind of shares, and signed by the President or the Treasurer.

B. Transfer of Shares. Shares of stock of the Corporation shall be transferrable on the stock transfer book of the Corporation only upon surrender and cancellation of the certificates thereof, properly endorsed or accompanied by written assignment or power of attorney as provided by law, and bearing all necessary transfer tax stamps properly affixed and canceled, whereupon new certificates for a like number of shares will be issued. The person registered on the stock transfer book of the Corporation is entitled to all rights of ownership with respect to such shares.

C. Stock Transfer Book. The stock transfer book of the Corporation shall be closed against transfer for ten days before the date of payment of a dividend and for ten days before the annual meeting of shareholders.

D. Lost Certificates. No new certificates shall be issued in lieu of a lost or destroyed certificate except upon satisfactory proof of such loss or destruction and upon the giving of satisfactory security against loss to the Corporation. Any such new certificate shall be plainly marked "Duplicate" upon its face.

E. Corporate Lien. If any shareholder be indebted to the Corporation, the corporation shall have a first lien upon all dividends declared on shares of its stock owned by such shareholder, and

shall also have a first lien on such shares of its stock owned by such shareholders as the certificates representative thereof state the existence of such lien.

F. Legend on Shares. Per the Franchise Agreement with Taziki's Franchising, LLC, each certificate of stock shall contain a legend stating that a shareholder shall obtain prior approval from Taziki's Franchising, LLC before the transfer, assignment, or pledge of any issued equity ownership interests.

G. Prohibition of Issuance of Additional Equity Ownership Interests. Per the Franchise Agreement with Taziki's Franchising, LLC, no additional equity ownership interests shall be allowed beyond the capital stock shares provided for herein and in the Articles of Organization.

ARTICLE III
SEAL

The seal of the Corporation shall be in the form impressed hereon.

ARTICLE IV
DIVIDENDS AND FINANCE

A. Dividends. The Board of Directors shall determine from time to time the amount of the profits of the Corporation to be reserved as working capital or for any other lawful purpose and shall determine what part, if any, of the annual net profits of the Corporation or of its net assets in excess of its capital shall be declared in dividends; provided, however, that no dividend shall be paid that will impair the capital of the Corporation.

B. Finance. The funds of the Corporation shall be deposited in such banks and trust companies as the Board of Directors shall designate. All orders for the payment of money, notes and other evidences of indebtedness issued in the name of the Board of Directors shall designate the officer or officers, agent or agents of the Corporation signing as authorized by the Board of Directors.

ARTICLE V
SHAREHOLDERS' MEETINGS

A. Place. All meeting of shareholders of the Corporation shall be held at the principal office of the Corporation or at such other place as may be legally designated by the Board of Directors.

B. Annual Meeting. The annual meeting of the shareholders of the Corporation shall be held at 83 Burnham Street, Birmingham, AL 35242, on the 31st of December of each year unless such

day be a legal holiday, in which case the meeting shall be held at the same time on the next succeeding day not a legal holiday.

C. Special Meetings. A special meeting of the shareholders of the Corporation may be called at any time by the Board of Directors or the President. It shall be the duty of the President to call a special meeting of the shareholders whenever so requested by shareholders holding 25% or more in interest of the outstanding stock of the Corporation.

D. Notice. Notice of the time, place and purpose of all meetings of the shareholders, regular and special, shall be mailed at least ten days prior to the date of the meeting by the Secretary to each shareholder of record at his or her address as it appears on the stock transfer book. Notwithstanding the failure to give notice as hereinbefore provided, any meeting shall be a legal meeting for the transaction of all business if each shareholder is either present, in person or by proxy, or has in writing waived such notice.

E. Quorum. Except as may otherwise be provided by law, a majority of the shares entitled to vote and outstanding, represented in person or by proxy by shareholder of record, shall constitute a quorum at any meeting of shareholders, but the shareholders present at any such meeting, in person or by proxy, though less than a quorum, may adjourn the meeting to a future time and the adjourned meeting may be held at such time without further notice.

F. Voting and Proxies. Each shareholder shall be entitled to one vote for each share of voting stock held by him or her, which vote shall be cast either in person or by written proxy filed with the Secretary of the meeting prior to being voted. Such proxy shall entitle the holder thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof unless provided to the contrary herein.

ARTICLE VI
BOARD OF DIRECTORS

A. Election. The shareholders at the annual meeting of the shareholders shall elect one Director, who shall hold office until the succeeding annual meeting of shareholders or until their successors are duly elected and qualified. That Director shall be the chairman of the Board of Directors.

B. Powers. All Corporate powers shall be exercised by or under authority of and the management of the business and property of the Corporation shall be under the direction of the Board of Directors.

C. Regular Meetings. Regular meetings of the Board of Directors shall be held immediately after adjournment of each annual shareholders' meeting and at such other times and places as the Board of Directors by vote may determine, and no notice of regular meetings of the Board of Directors need be given.

D. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or the Director. Notice for the time and place of all special meetings shall be given to each Director by the person or persons calling such meeting by mailing same at least five days before such meeting or by delivering, in person or by telephone or telegram, same at least twenty-four hours before such meeting. Notwithstanding the failure to give notice as hereinbefore provided any meeting shall be a legal meeting for the transaction of all business if each Director is either present or has at any time in writing waived such notice.

E. Quorum. A majority of the members of the Board of Directors, as constituted at such time, shall constitute a quorum at any meeting of the Board of Directors, but the Directors present, though less than a quorum, may adjourn the meeting to a future time, and the adjourned meeting my be held at such time without further notice.

F. Removal. At any meeting of shareholders, a majority in interest of all the voting stock issued and outstanding, represented in person or by proxy by shareholders of records, may remove from office any Director.

G. Vacancy. Vacancies on the Board of Directors may be filled for the unexpired term by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors.

ARTICLE VII
OFFICERS

A. Number of Terms. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer. All or any of such offices may be held by any one person. The Board of Directors may also select such additional officers and agents as it may deem advisable, and prescribe the duties and powers thereof. Each officer shall be elected to serve until the next regular meeting of the Board of Directors held immediately after adjournment of the next annual shareholders' meeting, or until his successor is duly elected and qualified.

B. President. The President shall be the chief executive officer of the Corporation and, when present, shall preside at all meetings of shareholders and at all meetings of the Board of Directors. The President shall have general supervision over the affairs of the Corporation, and such powers and duties commonly incident to such office or as may be designated by the Board of Directors.

C. Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President and shall have the powers and duties commonly incident to such office, or as may be designated by the Board of Directors.

D. Secretary. The Secretary shall keep accurate minutes of all meetings of shareholders and of all meetings of the Board of Directors, and shall have such powers and duties commonly incident

to such office, or as may be designated by the Board of Directors.

E. Treasurer. The Treasurer shall have the care and custody of the money, funds, valuable papers and documents of the Corporation, other than his or her own bond, if any, which shall be in the custody of the President. The Treasurer shall have such powers and duties commonly incident to such office or as may be designated by the Board of Directors.

F. Removal. Any officer may be removed from office at any time by vote of two-thirds of the members of the Board of Directors as constituted at such time.

ARTICLE VIII
AMENDMENT

These Bylaws may be amended at a shareholders' meeting by vote of a majority in interest of all voting stock issued and outstanding.

These Bylaws, consisting of Articles I through VIII, approved by unanimous vote of the shareholders this 5 day of October, 2015.

Debbie Curtis, Secretary

Approved:

Jonathan Curtis, Chairman

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-27-2020

Employer Identification Number:
84-4892165

Form: SS-4

Number of this notice: CP 575 A

TAZ MOBILE INC
% DEBBIE CURTIS
83 BURNHAM ST
BIRMINGHAM, AL 35242

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4892165. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2020
Form 940	01/31/2021
Form 1120	04/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

TAZ MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010788779	01/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722513

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

9 DU RHU DR STE 300 MOBILE AL 36608-1259

LEASE, ASSIGNMENT & ASSUMPTION OF LEASE
AND CONSENT OF LANDLORD

THIS LEASE ASSIGNMENT & ASSUMPTION OF LEASE AND CONSENT OF LANDLORD ("Agreement") is entered into this 6th day of November, 2020, by and between LEGACY VILLAGE, LLC, an Alabama limited liability company ("Landlord"), HEMBY FOODS II, LLC, an Alabama limited liability company ("Assignor"), and Taz Mobile, Inc., an Alabama corporation ("Assignee"). Landlord, Assignor and Assignee are sometimes referred to herein, collectively, as the "Parties" and, individually, as a "Party".

RECITALS:

A. Landlord and Assignor entered into that certain Restaurant Lease Agreement dated June 22, 2016, as amended by that certain Amendment to Restaurant Lease dated February 14, 2017, and as further amended by that Second Amendment to Restaurant Lease dated April 13, 2017 (as amended, the "Lease") for the lease of certain premises commonly known as Space 300 located in the Legacy Village at Spring Hill Shopping Center (the "Premises");

B. The Lease and this Agreement are referred to herein as the "Lease". Unless otherwise expressly provided in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in the Original Lease; and

C. Assignor desires to assign its interest as Assignor under the Lease to Assignee.

AGREEMENT:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. ASSIGNMENT AND ASSUMPTION. Subject to Landlord's consent, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Lease and all liabilities, obligations, duties and responsibilities of Assignor, under the Lease, arising on or after November 6, 2020 (the "Effective Date"). Assignee hereby accepts the foregoing assignment and assumes and agrees to be bound by and perform all liabilities, obligations, duties and responsibilities of Assignor under the Lease arising on or after the Effective Date and to abide by all of the terms, provisions, covenants and conditions of the Lease applicable to Assignor.

2. RELEASE OF ASSIGNOR AND GUARANTOR FOR MATTERS ARISING AFTER THE EFFECTIVE DATE. As of the Effective Date, Assignor and Guarantor shall be released of and from any and all of their duties, obligations, liabilities or responsibilities as Assignor and Guarantor under the terms of the Lease arising or occurring on or after the Effective Date; provided, however, Assignor and Guarantor shall remain responsible

for all of the duties, obligations, liabilities and responsibilities of Assignor and Guarantor under the Lease arising or occurring prior to the Effective Date.

3. SECURITY DEPOSIT. Landlord does not require payment of a Security Deposit by Assignee.

4. NO DEFAULTS. Assignor hereby represents and warrants to Assignee that (i) the Lease is in full force and effect; (ii) the Lease has not been amended, modified or supplemented except as set forth in this Agreement; (iii) there are no other agreements or understandings, whether written or oral, between Landlord and Assignor with respect to the lease of the Premises; (iv) Landlord has performed all of its obligations under the Lease and Assignor has no knowledge of any event which with the giving of notice, the passage of time or both, would constitute a default by Landlord under the Lease; and (v) Landlord has satisfied all commitments, arrangements and understandings, if any made to induce Assignor to enter into the Lease.

5. CONSENT TO ASSIGNMENT. Subject to any conditions set forth herein, including the representations of Assignor set forth in Section 4 hereof, Landlord hereby consents to the foregoing assignment and assumption of the Lease. It is acknowledged and agreed that the foregoing consent is not a waiver of Landlord's right to consent to or impose restrictions upon any future assignment or subletting as set forth in the Lease.

6. MISCELLANEOUS. This Agreement shall become effective only upon full execution and delivery of this Agreement by Landlord, Assignor and Assignee. This Agreement contains the Parties' entire agreement regarding the subject matter covered hereby and supersedes all prior correspondence, negotiations and agreements, if any, whether oral or written, between the Parties concerning such matters. There are no contemporaneous oral agreements, and there are no representations or warranties between the Parties not contained in this Agreement and the Lease. Except as modified or supplemented by this Agreement, the terms and provisions of the Lease remain in full force and effect, and the Lease shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

7. GUARANTY OF LEASE. As a material inducement to Landlord, without which Landlord would not provide consent to this Agreement, a fully executed Guaranty of Lease attached hereto as Exhibit A shall be executed and delivered together with this Assignment.

8. COUNTERPARTS; FAX/ELECTRONIC TRANSMISSION OF SIGNATURES. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The parties acknowledge and agree to accept and be bound by facsimile or electronically transmitted (e.g., in .pdf, .jpg or .tif format) copies of this Agreement and its counterparts and any document so transmitted is to be considered to have the same binding effect as a manually executed original.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement as of the day and year first set forth above.

Landlord

LEGACY VILLAGE, LLC,
an Alabama limited liability company

By: _____
Name: Steven Hedden
Its: Manager

Assignor

HEMBY FOODS II, LLC,
an Alabama limited liability company

By: _____
Name: Mark H. Hemby
Its: Manager / President

Assignee

TAZ MOBILE, INC.,
an Alabama corporation

By: _____
Name: S. Kinuthia Collins
Its: President

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

040 - RETAIL BEER (ON/OFF PREMISES)

060 - RETAIL TABLE WINE (ON/OFF PREMISES)

Legal Business Name

TAZ MOBILE INC

Trade Name (DBA)

TAZIKIS MEDITERRANEAN CAFE

Location Address

9 DU RHU DRIVE STE 300 MOBILE AL 36608

Application Number

2023 - 5593

Post Date

July 28, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

August 15, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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 - 9:40 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1253 GLENNON AVENUE**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1253 Glennon Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1253 Glennon Avenue** to be **$8,700.00** 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 **$8,700.00** shall constitute a special assessment against the property at structure **1253 Glennon Avenue** and being that property more particularly described as follows:

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 No.: **29 06 40 0 004 198**

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

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-052-22	**1253 Glennon Avenue**

Dear Ms. Lambert:

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

Legal Description: 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**
Amount: ~~**$ 8,500.00**~~ $8,700.00
Assessed: BRAGGS CAROL G & PAMELA T JONES
1253 GLENNON AVE
MOBILE AL 36603-5224

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, William Carroll, 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 **1253 Glennon Avenue**, for the proposed amount of **$8,700.00**.

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:8/15/2023

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:8/15/2023

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	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 9:54 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1413 CHINQUAPIN STREET**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1413 Chinquapin 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 **1413 Chinquapin Street** 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 **1413 Chinquapin Street** and being that property more particularly described as follows:

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

Parcel No.: **29 06 13 0 003 157**

Owner: **BUTLER ERIC**
112 CATHERINE ST
MOBILE AL 36604

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-061-22	**1413 Chinquapin 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 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**
Amount: ~~$9,600.00~~ $9,800.00
Assessed: BUTLER ERIC
112 CATHERINE ST
MOBILE AL 36604

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 William Carroll, 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 **1413 Chinquapin Street**, 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:8/15/2023

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	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 9:57 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **122 MICHAEL DONALD AVENUE**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **122 Michael Donald Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **122 Michael Donald Avenue** to be **$8,700.00** 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 **$8,700.00** shall constitute a special assessment against the property at structure **122 Michael Donald Avenue** and being that property more particularly described as follows:

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 HERNON AVBE 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 No.: **29 06 40 0 009 115**

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

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

May 22, 2023

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-023-22	**122 Michael Donald Avenue**

Dear Ms. Lambert:

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

Legal Description: 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**
Amount: ~~$ 8,500.00~~ $8,700.00
Assessed: PEEPLES LYNDORA
C/O WOLVERTON DONALD
122 MICHAEL DONALD AVE
MOBILE AL 36604

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 William Carroll, 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 **122 Michael Donald Avenue**, for the proposed amount of **$8,700.00**.

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:8/15/2023

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 - 10:00 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **962 BERNICE HUDSON DRIVE**

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 **962 Bernice Hudson Drive** 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 **962 Bernice Hudson Drive** to be **$4,400.00** 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 **$4,400.00** shall constitute a special assessment against the property at structure **962 Bernice Hudson Drive** and being that property more particularly described as follows:

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

Parcel No.: **29 10 37 0 007 308**

Owner: **SAMPSON ARTHUR & DWIGHT C/O**
TERRICA SAMPSON
2181 PHILSDALE LANE
SEMMES, ALABAMA 36575-3320

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-034-23	**962 Bernice Hudson Drive**

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 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
Amount: ~~**$ 4,200.00**~~ $4,400.00
Assessed To: SAMPSON ARTHUR & DWIGHT C/O
Terrica Sampson
2181 Philsdale Lane
Semmes, Alabama 36575-3320

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 **962 Bernice Hudson Drive**, for the proposed amount of **$4,400.00.**

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:8/15/2023

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

LEGAL NOTICE

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

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

Lisa C. Lambert
City Clerk

1253 GLENNON AVENUE

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

Parcel number: 29 06 40 0 004 198.XXX

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

310 HOSFELT LANE

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

Parcel number: 29 08 18 1 003 063.XXX

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

1413 CHINQUAPIN STREET

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

Parcel number: 29 06 13 0 003 157.XXX

Owner: BUTLER ERIC
112 N CATHERINE ST
MOBILE AL 36604

122 MICHAEL DONALD AVENUE

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

Parcel number: 29 06 40 0 009 115.XXX

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

962 BERNICE HUDSON DRIVE

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

Parcel number: 29 10 37 0 007 308.XXX

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

1212 SENECA STREET

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

Parcel number: 29 10 37 0 006 052.XXX

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

111 S. CODY ROAD

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

Parcel number: 28 04 20 2 000 007.XXX

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 10:06 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council District 1	Cory Penn	9 Cases
Council District 2	William Carroll	5 Cases
Council District 3	C J Small	2 Cases
Council District 4	Ben Reynolds	3 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1645

Effective Date of Contract:

8/15/2023

Funding Source

Project # Weed Lien Group 1645 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1645	Backup Material	8/9/2023
resolution	Cover Memo	8/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			8/10/2023 -

Enforcement	Gauthier, Lana	Approved	10:23 AM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 8, 2023**

SUBJECT: WEED LIEN GROUP **1645**

Attached, please find Assessment Lists for Weed Lien Group Number **1645** 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): 8/15/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/19/2023

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): 8/17/2023

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 8/31/2023

LEGAL NOTICE ADS: 9/6/2023-9/13/2023

POSTING DATE: 9/12/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1645	Res. No.
8/15/2023	LOTS TO BE DECLARED	58-
9/19/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	2614 Warsaw Ave	27629	28007		1	
2	464 Ridge Rd E	26539	28010		1	
3	951 Minor St	30725	28013		1	
4	854 Summerville St	24031	28016		1	
5	1014 Barbara Dr E	25422	28017		1	
6	901 Mobile St	32294	28018		1	
7	2717 Elsmore St	26416	28020		1	
8	1100 Wellington St	26221	28021		1	
9	2713 Elsmore St	26406	28023		1	
10	601 Crawford Lane	26496	28025		2	
11	2459 Richardson St	30174	28027		2	
12	717 Dr Thomas Ave N	27474	28028		2	
13	811 Dr Thomas Ave N	27479	28029		2	
14	1300 Greenwood Ave	32584	28030		3	
15	2050 Stockton Dr	25456	28032		3	
16	2371 Columbia Ave	27011	28033		4	
17	3931 Point Rd	25908	28034		4	
18	141 Oklahoma Dr	32356	28036		7	
19	507 Booker St	26860	28037		2	
20	2752 Farnell Dr	22447	28038		4	
				$ -		

District total for this group		Numbers of lots cut	
1	9	1	
2	5	2	
3	2	3	
4	3	4	
5	0	5	
6	0	6	
7	1	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Amy Jackson 8-8-23

Marcella Jaite 8-8-23

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1645** 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 **19th 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:8/15/2023

Submitted by:

Gary Jackson, Municipal Enforcement Officer Deputy Director

Sponsored by:

Council District 1	Cory Penn	1 Case
Council District 2	William Carroll	16Cases
Council District 3	C J Small	1 Case
Council District 4	Ben Reynolds	0 Cases
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:

Assess Cost for Weed Lien Group 1641

Effective Date of Contract:

8/15/2023

Funding Source

Project # Weed Lien Group 1641 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1641	Backup Material	8/9/2023
resolution	Cover Memo	8/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			8/10/2023 -

Enforcement	Gauthier, Lana	Approved	10:25 AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 10, 2023**

SUBJECT: **Weed Lien Group 1641 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1641.** Please place these on the City Council's Agenda for **Tuesday, August 15, 2023**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1641	Res. No.
3/7/2023	LOTS TO BE DECLARED	58-247
4/11/2023	LOTS FOR PUBLIC HEARING	58-397
8/15/2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	414 Chin St	22735	23654	$ 50.00	2	CBO
2	469 Chin St	23116	23655	$ 182.00	2	
3	360 Chin St	23132	23656	$ -	2	WL
4	424 Chin St	23126	23657	$ 182.00	2	
5	461 Chin St	23121	23658	$ -	2	N/A
6	1001 Jakes Lane	23032	23659	$ 50.00	2	CBO
7	1066 Woods Lane	23142	23660	$ 50.00	2	CBO
8	913 Cherry St	23138	23661	$ 182.00	2	
9	913 Jakes Lane	23029	23663	$ 182.00	2	
10	1154 Newman Lane	28029	23664	$ 182.00	2	
11	905 Jakes Lane	23024	23665	$ 50.00	2	CBO
12	760 Center St	23213	23666	$ 50.00	2	CBO
13	0 Center St	23220	23667	$ 210.00	2	
	Par. No. (22 08 44 0 019 430.XXX)					
14	0 Center St	27656	23669	$ 182.00	2	
	Par. No. (22 08 44 0 019 308.XXX)					
15	700 Whitney St	23314	23670	$ 210.00	2	
16	5474 Inn Rd/Tillmans Corner Pk Co	13365	23673	$ 50.00	5	CBO
17	917 Jakes Lane	23031	23675	$ 182.00	2	
18	264 Crenshaw St	29293	23829	$ 254.06	1	
19	1561 Kellogs St	23485	23830	$ 50.00	3	CBO
				$ 2,298.06		

District total for this group		
1	1	1
2	16	9
3	1	0
4	0	0
5	1	0
6	0	0
7	0	0
	19	10

*ADD Added in from other Groups

*WL Wooded Lot

*CBO Cut By Owner

*N/A Taken out by Inspector

Marchetta Oaks 8-9-2023

Amy Jackson 8-9-2023

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **COOPER CLARA & WALTER**

C/O ANGELA L WALTER

Address: **214 8TH AVE**

City, State, Zip: **CHICKASAW, AL 36611-1904**

Group Number: **1641** Item # **1**

Lot Description: **BEG AT NW COR LOT 33 EAST HIGHLANDS DBK 156 NS P 594- 595 & RUN TH NE ALG N/L OF SAID EAST HIGHLANDS SUB DIS OF 115 FT-S- M/L TO PT TH N 110 FT-S- M/L TO PT TH W 50 FT-D- TH N 121.8 FT-D- TH W 25 FT-S- M/L TO PT TH S 125 FT-D- TH W 50 FT-D- TH S 120 FT-S- M/L TO BEG #SEC 44 T4S R1W #MP29 02 44 0 003 (29 02 44 0 003 118.05X) 414 CHIN ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	21,700	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Edwards
SECRETARY

Marbetta Jarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **SZEWCZYK ALEKS**

C/O SHARON L POWE

Address: **P. O. BOX 726**

City, State, Zip: **MOBILE, AL 36601**

Group Number: **1641** Item # **2**

Lot Description: **LOT 19 BLK 2 EAST HIGHLANDS DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003 (29 02 44 0 003 169.XXX) 469 CHIN STREET**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,859	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

Gary Tan
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
August 9, 2023

Lot Owner: **WILLIAMS HENRY C JR**

Address: **309 N CATHERINE ST**

City, State, Zip: **MOBILE, AL 36603**

Group Number: **1641** Item # **4**

Lot Description: **LOT 30 BLK 1 EAST HIGHLANDS SUB DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003 (29 02 44 0 003 118.01X) 424 CHIN ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,920	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

Shelia Edwards
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **HARRIS JAMES & ETHEL H**

Address: **103 BROWN ST**

City, State, Zip: **ANDERSON, SC 29624-1301**

Group Number: **1641** Item # **6**

Lot Description: **LOT 1 BLK 6 LINCOLN PLACE NO 1 SUB DBK 156 N.S. P 233 #SEC 44 T3S R1W #MP22 08 44 0 0019 (22 08 44 0 019 022.XXX) 1001 JAKES LN**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,053	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia E Dean
SECRETARY

Marchetta Tuite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **MOBILE PRITCHARD INC**

C/O WEATHERSBY JERROLD

Address: **2101 HOLMES DR**

City, State, Zip: **MOBILE, AL 36605-2343**

Group Number: **1641** Item # **7**

Lot Description: **THAT PART LOT 7 OSG & E DIV ST LOUIS TRT DBK 7 PG 501 DESC AS FOLL BEG AT NW COR OF ADAMS LN & WOODS LN RUN TH WLY 173 FT-S- TH NWLY 63 FT-S- TH ELY 179 FT-S- TH SE-LY 57.3 FT-D- 67 FT-S- TO PT OF BEG #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 256.XXX) 1066 WOODS LN**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,385	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Eddleman
SECRETARY

Marchetta Coats
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **STRATEGIC MUNICIPAL INVESTMENTS LLC**

Address: **179 WASHINGTON LANE**

City, State, Zip: **JENKINTOWN, PA 19046**

Group Number: **1641** Item # **8**

Lot Description: **LOT 4 IN BLK 3 IN LINCOLN PL #1 DBK 156/233 BEING A RES/D OF 13 1/2 ACS IN THE N 1/2 OF LOT 5 OF THE OWEN EARL SIMS & GRIFFIN S/D OF THE ST LOUIS TRT DBK 7 O S P 500 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 137.XXX) 913 CHERRY ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,590	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
August 9, 2023

Lot Owner: **TRUMAN JOSHUA**

Address: **1355 SIR FRANCIS DRAKE BLVD APT 17**

City, State, Zip: **SAN ANSELMO, CA 94960**

Group Number: **1641** Item # **9**

Lot Description: **LOT 4 BLK 5 LINCOLN PLACE # 1 DBK 156/233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 050.XXX) 913 JAKES LN**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,448	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **MCRAE ELIZABETH & CHARLES**

% LULA GRAHAM

Address: **1103 SUMMERVILLE ST**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1641** Item # **10**

Lot Description: **LOT 66 BATTOTTI PLACE DBK 9 3 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 103.XXX) 1154 NEWMAN ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,550	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

Shelia Eadean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1641** Item # **11**

Lot Description: **LOT 2 BLK 5 LINCOLN PL 1 DBK 156 P 233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 052.XXX) 905 JAKES LN**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,400	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E. Dean
SECRETARY

Maychetta Tiste
INSPECTOR

Amy Lyn
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
August 9, 2023

Lot Owner: **ALLEN KENNETH TYRONE**

Address: **308 CHURCH ST**

City, State, Zip: **PRICHARD, AL 36610**

Group Number: **1641** Item # **12**

Lot Description: **LOT 4 BLK 2 STOOR'S PLACE DBK 128 N S PG 151 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 311.XXX) 760 CENTER ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,580	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **ADAMS SAMUEL J JR**

C/O THE FAITH PLUG NEXT LEVEL LLC

Address: **263 DEL BARCO DR**

City, State, Zip: **MOBILE, AL 36607-2120**

Group Number: **1641** Item # **13**

Lot Description: **LOT 13 BLK 1 STOORS PLACE DBK 128 PG 151 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 430.XXX) 0 CENTER ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,760	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	210.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **CORLEY ETHEL A DYAS**

Address: **204 HOUSTON ST**

City, State, Zip: **MOBILE, AL 36606**

Group Number: **1641** Item # **14**

Lot Description: *****SOLD FOR 1987 TAXES*** LOT 7 BLK 2 STOORS PL DBK 128/151 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 308.XXX) 0 CENTER ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,404	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	182.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **SANDERS WILLIE D & WILLIE ROY**

C/O TELLIS SANDERS

Address: **ROUTE 1 BOX 230**

City, State, Zip: **CASTLEBERRY, AL 36432**

Group Number: **1641** Item # **15**

Lot Description: **LOT 21 2ND ADD TO CARVER HO MES MBK 5 P 57 #SEC 44 T4S R1W #MP29 02 44 0 021 (29 02 44 0 021 011.XXX) 700 WHITNEY ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,984	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	210.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **ORBITAL HOSPITALITY LLC**

Address: **4725 UNIVERSITY DR**

City, State, Zip: **HUNTSVILLE, AL 35816**

Group Number: **1641** Item # **16**

Lot Description: **LOT 1 ORBITAL S/D MAP BOOK 122 PAGE 95 (33 08 27 2 000 021.03X) 5474 INN RD/TILLMANS CORNER PK CO**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,400	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **CREIGHTON WILLIE LEE&**

% YOW MARIO DION

Address: **1860 REDDY STREET**

City, State, Zip: **MOBILE, AL 36610**

Group Number: **1641** Item # **17**

Lot Description: **LOT 5 BLK 5 LINCOLN PL #1 DBK 156/233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 049.XXX) 917 JAKES LN**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,400	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**182.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **BETTS LEAH F & KARL W**

Address: **264 CRENSHAW ST**

City, State, Zip: **MOBILE, AL 36606-4421**

Group Number: **1641** Item # **18**

Lot Description: **LOTS 24 & 25 BLK 6 DUBROCA TRACT DBK 141 PG 39 & ALSO THE FOLL: THAT CERTAIN LOT OF LAND DESC AS FOLLS: BEG AT PT ON W/S OF CRENSHAW ST (FRMLY CHOCTAW ST) 130 FT N OF AIRPORT BLVD (FRMLY GOVERNMENT ST RD) TH RUN N ALG W/S OF CRENSHAW ST AT DIS OF 70 FT TO PT TH W & ALG N/L OF LOT 26 BLK 6 DUBROCA TRT DIS OF 54 FT TO PT TH S & PAR WITH W/L OF CRENSHAW ST DIS OF 70 FT TO PT TH RUN E A DIS OF 54 FT TO POB BEING TH N 20 FT OF LOT & THE E 54 FT OF LOT 26 ALL IN BLK 6 DUBROCA TRT ACC TO PLAT THEREOF AS REC IN DBK 141 N S PG 39 PROBATE COURT RECS MOBILE CO AL #SEC 24 T4S R1W #MP29 07 24 0 006 (29 07 24 0 006 300.XXX) 264 CRENSHAW ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: 8/7/2023 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		15,765	$	0.0125	$	197.06
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	254.06

Sheila Edwards
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **IRBY SAMUEL F SR**

Address: **1359 WINDSOR AVE**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1641** Item # **19**

Lot Description: **LOTS 22 & 23 BLK 3 ARLINGTON TERRACE DBK 156 PG 256 LESS & EXCEPT THE FOLL: BEG AT THE INT OF THE E/L OF LOT 22 BLK 3 ARLINGTON TERR DBK 156 N S PG 256-257 & THE PRES N ROWL OF DUVAL ST (FORMERLY HURTEL ST) RUN TH N 25 DEG 14 MIN 15 SEC E ALG THE E/L OF SD LOT 22 A DIS OF 47.5 FT TO A PT IN AN EXIST FENCE/L TH N 79 DEG 50 50 MIN 30 SEC W ALG SD FENCE/L A DIS OF 75.2 FT TH N 64 DEG 55 MIN 03 MIN W 22.89 FT TO A PT ON E ROWL OF KELLOGG ST TH S 25 DEG 14 MIN 57 SEC W ALG SD E/L 23.54 FT TO THE PT OF A 25 FT RAD CUR TO THE LT TH SLY & ELY ALG THE ARC OF SD CUR 46.76 FT TO THE PT THEREOF (CHORD BEARS S 28 DEG 20 MIN 01 SEC E 40.24 FT) SD PT BEING ON THE N ROWL OF DUVAL ST TH S 81 DEG 55 MIN 00 SEC E ALG SD N/L 66.07 FT TO THE POB BEING PT OF LOTS 22 & 23 BLK 3 AFORESD ARLINGTON TERRACE #SEC 36 T4S R1W #MP29 11 36 0 003 (29 11 36 0 003 093.XXX) 1561 KELLOGG ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	15,765	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Edwards
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 9, 2023

Lot Owner: **LEWIS VICKIE**

Address: **2029B AIRPORT BLVD PMB 304**

City, State, Zip: **MOBILE, AL 36606-1366**

Group Number: **1641** Item # **19**

Lot Description: **LOTS 22 & 23 BLK 3 ARLINGTON TERRACE DBK 156 PG 256 LESS & EXCEPT THE FOLL: BEG AT THE INT OF THE E/L OF LOT 22 BLK 3 ARLINGTON TERR DBK 156 N S PG 256-257 & THE PRES N ROWL OF DUVAL ST (FORMERLY HURTEL ST) RUN TH N 25 DEG 14 MIN 15 SEC E ALG THE E/L OF SD LOT 22 A DIS OF 47.5 FT TO A PT IN AN EXIST FENCE/L TH N 79 DEG 50 50 MIN 30 SEC W ALG SD FENCE/L A DIS OF 75.2 FT TH N 64 DEG 55 MIN 03 MIN W 22.89 FT TO A PT ON E ROWL OF KELLOGG ST TH S 25 DEG 14 MIN 57 SEC W ALG SD E/L 23.54 FT TO THE PT OF A 25 FT RAD CUR TO THE LT TH SLY & ELY ALG THE ARC OF SD CUR 46.76 FT TO THE PT THEREOF (CHORD BEARS S 28 DEG 20 MIN 01 SEC E 40.24 FT) SD PT BEING ON THE N ROWL OF DUVAL ST TH S 81 DEG 55 MIN 00 SEC E ALG SD N/L 66.07 FT TO THE POB BEING PT OF LOTS 22 & 23 BLK 3 AFORESD ARLINGTON TERRACE #SEC 36 T4S R1W #MP29 11 36 0 003 (29 11 36 0 003 093.XXX) 1561 KELLOGG ST**

Nuisance Date: 3/7/2023 Posting Date: 4/4/2023 Hearing Date: 4/11/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	15,765	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelica E Dean
SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 1641** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:
Chief Paul Prine, MPD

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	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 10:27 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, August 15, 2023 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

July 2023: Officer Dylan Van Sickle

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Dylan Van Sickle

Throughout the month of July 2023, Officer Van Sickle serviced eighty-three calls, thirty backings, made eleven felony arrests, fourteen misdemeanor arrests, and three tickets. Officer Van Sickle's observation and dedication resulted in apprehending these subjects and clearing the listed cases.

On July 14, 2023, at approximately 0724 hours Officer Van Sickle stopped a 2007 Chevrolet Colorado at Deborah Drive East and Schimpfs Lane. Detectives from Second Precinct were notified and responded to investigation. Through the investigation, neither the vehicle nor the driver had anything to do with the burglary, but it was still great police work on Officer Van Sickle's part to recognize a vehicle that had a previous BOLO issued in May of 2023. On July 15, 2023, at approximately 0947 hours Officer Van Sickle was on routine patrol around the area of Old Pascagoula Road and Carol Plantation Road when he noticed a known male subject. The subject was issued on a BOLO on July 11, 2023, in reference to a death investigation. Officer Van Sickle attempted to stop the subject, but he fled on foot into an apartment complex. Officer Van Sickle lost sight of the subject but stayed in the area looking for him. About forty-five minutes later, a citizen alerted Officer Van Sickle that the subject was hiding underneath a camper trailer located at a residence on Old Pascagoula Road. Officer Van Sickle and his fellow officers were then able to pull the subject from underneath the trailer and take him into custody. Subject was charged with Attempting to Elude Police and Resisting Arrest. Subject also had felony probation revocation, and a SORNA warrant for his arrest.

On July 16, 2023, at approximately 0839 hours Officer Van Sickle, on his own initiative, went to a residence located on Creel Road looking for a known subject. Subject was issued on a BOLO on April 28, 2023, for Shooting into an Occupied Vehicle. Officer Van Sickle was able to locate the subject at that address and took him into custody. Subject also had additional warrants for his arrest which were Assault Third Degree and Arson Second Degree. On July 28, 2023, at approximately 1000- hours Officer Van Sickle was patrolling the area of Hwy 90 and Bellingrath Road, when he saw a subject that was issued in a BOLO. The BOLO was issued on June 6, 2023, in reference to a Burglary. Detectives were notified and responded to conduct an interview. Although the subject was not charged with the burglary, the subject did have an active felony warrant for Parole Violation.

His initiative, enthusiasm, and excellence in his overall performance show an initiative-taking police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Dylan Van Sickle as OFFICER OF THE MONTH for July 2023, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police, Mobile Police Department

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Chief Jeremy Lami, MFRD

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
packet	Cover Memo	8/10/2023
certificate 1	Cover Memo	8/10/2023
certificate 2	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 2:22 PM

60- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

* **Firefighter Buck D. Hicks (Emp #15390)**

* **Firefighter Damonique M. Evans (Emp #19510)**

These employees are to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

Dwayne M. Penn

May 5, 2023

Deputy Chief of Support

Firefighter Caleb Watson's performance is invaluable to this department and the communication division. He is always striving for excellence and working to improve and keep the communications IT network up and online. He works with several assisting agencies City of Mobile IT, Mobile County Communication District, and EMA to provide insight into this ever-changing field. He is a self-taught IT tech that looks for ways to improve and enhance our system, as he embellishes the responsibility of a position once held by a senior officer. Caleb is in charge of maintaining the Computer Aided Dispatch, and Locution while making repairs as needed to the system and upgrading our operating platforms to ensure the most current and active programs are suited for our use. He is actively engaged in dispatching and generating tracking forms to gather data and find ways of making our resources viable and working in a manner that will improve the communication model.

He is a committed and passionate firefighter who places his job at the forefront of his daily activity. He is truly committed to the growth and competencies of this organization and has great reverence for the vision embodied by our Fire Chief.

His commitment to excellence and willingness to learn supersedes that of any firefighter within Mobile County. Words cannot adequately staple the designated desire of stewardship of an individual of his caliber.

With great honor and pleasure, I would like to submit Caleb Watson #18198 for Firefighter of the Month.

Cordially yours,

Brandon D. Jackson

Brandon D. Jackson

District Chief of Communications

Firefighter of the Month

FIREFIGHTER BUCK D. HICKS, JR.

The Mobile Fire-Rescue Department proudly announces Firefighter Buck D. Hicks as the June 2023 Firefighter of the Month. Firefighter Hicks began his fire service career in December 2011. He is currently assigned to Engine 20 on 3rd shift.

Firefighter Hicks consistently demonstrates exceptional dedication, skill, and commitment to his duties of being a firefighter. His contributions in the community are nothing short of phenomenal.

Firefighter Buck Hicks plays a vital role in ensuring public safety by going door to door in checking in on senior residents. Furthermore, Firefighter Hicks has voluntarily provided wellness checks and performed safety checks to those that are in need of assistance. He helps raise awareness and the importance of safeguarding our communities. Firefighter Hicks displays exceptional performance, boosting morale and motivation. He has bestowed hard work and dedication, which can inspire other firefighters to strive for excellence as well.

Firefighter Hicks promotes the values of bravery, dedication, and professionalism within the community. He has made himself a well-known figure and staple of safety in the community. Hicks has put service, before self and is deserving of such reward and recognition.

Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department. Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to him as FIREFIGHTER OF THE MONTH for June 2023.

C. J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

Firefighter of the Month

FIREFIGHTER DAMONIQUE M. EVANS

The Mobile Fire-Rescue Department proudly announces Firefighter Damonique M. Evans as the July 2023 Firefighter of the Month. Firefighter Evans began her fire service career in September 2021. She is currently assigned as a Paramedic to Rescue 23 on 2nd shift.

Firefighter Evans is the epitome of a great first responder. She represents the City of Mobile and the Mobile Fire-Rescue Department with the highest levels of courtesy, charm, and professionalism.

As a Paramedic Firefighter, Evans has always taken pride in the work that she does and the patient care that she provides. Treating every patient as though they were her own family, Evans not only provides quality care but also delivers the utmost respect and dignity deserving of all citizens.

Firefighter Evans is consistently a hard worker, whether performing duties around the station, on an emergency call, or in the gym. No matter how small or tall the task, his quality of work, attitude, and work ethic are second to none. She also aids the department in recruitment and mentors our younger firefighters. She is very worthy of this award.

Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department. Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to her as FIREFIGHTER OF THE MONTH for July 2023.

_____
C. J. Small
President, Mobile City Council

_____
William S. Stimpson
Mayor, City of Mobile

_____
Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

Marc Vassallo

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

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	8/10/2023 - 10:29 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:

James DeLapp, Executive Director of Public Works

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To establish Council concurrence with the Mission, Vision, and Values set forth by the Public Works Department and as approved by the Mayor.

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

ATTACHMENTS:

Description	Type	Upload Date
Mission, Vision, and Values for Public Works	Exhibit	8/4/2023
resolution	Cover Memo	8/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Boucher, Cheri	Approved	8/4/2023 - 12:47 PM
Budget	Sapp, Celia	Approved	8/10/2023 - 8:01 AM
Legal	Kern, Chris	Approved	8/10/2023 - 2:51 PM
Legal	Kern, Chris	Approved	8/10/2023 - 2:51 PM
Mayors Office	Montgomery, Brandi	Approved	8/10/2023 - 3:06 PM

CITY OF MOBILE
Effective Date: June 30, 2023
Supports APWA 1.1

PUBLIC WORKS
Organization and Strategic Planning:
Mission, Vision, and Values Statements

DECLARATION

PURPOSE:

The purpose of this declaration is to ensure that all personnel employed by the City of Mobile Public Works Department are aware of the Mission, Vision, and Values of the organization and to officially adopt these statements as the foundation of our Public Works Department and the standard that guides our attitudes and conduct in delivering services to the citizens of Mobile.

SCOPE:

This declaration applies to all staff members of the City of Mobile Public Works Department.

STATEMENT OF PRACTICE:

Our Mission: The City of Mobile Public Works Directorate will strive to maintain, improve, and preserve Mobile's infrastructure, services, and environment for the residents, businesses, visitors, and future generations of every neighborhood in our city.

Our Vision: The City of Mobile Public Works Directorate seeks to become the best and most dependable public entity in the City of Mobile**.**

Our Core Values: Safety, Professionalism, Open Communication, Respect, Teamwork, Service (SPORTS)

Safety – We work to protect our employees and communities from injuries and hazardous conditions. No job is so urgent or important that it be performed in an unsafe manner. Always think Safety First!

Professionalism – We are professionals in all that we do. We are expected to be competent in our skills and craft. How we look, how we act, how we communicate are all done in a professional manner. Honesty, integrity, and accountability are hallmarks of a professional.

Open communications – We will communicate with each other and those we serve in an open, clear, and transparent manner. Open lines of communication are a key to successfully achieving our mission and vision.

Respect – We treat each other and those we meet with respect, fairness, and understanding. Treat others as you would want to be treated. We are inclusive of all people regardless of the diversity of their background or perspectives. We educate our workforce to be aware of cultural or other bias to strengthen our competency as a single team.

Teamwork – We are one team. We work together to achieve our mission, goals, and objectives in the most efficient way. We always support each other regardless of title, position, or job description. We cannot accomplish our mission alone and must rely on the team.

Service – We have chosen to serve the citizens of our City. This is a higher calling which often entails certain sacrifices. The reward for service is not always in the amount we are paid, rather in the pride and satisfaction of knowing we helped others and made our City a better place now and for the future.

CITY OF MOBILE
Effective Date: June 30, 2023
Supports APWA 1.1

PUBLIC WORKS
Organization and Strategic Planning:
Mission, Vision, and Values Statements

DECLARATION

IMPLEMENTATION:

This declaration will be approved by the Administration and adopted by the City Council then circulated to all City of Mobile Public Works Department staff for implementation and awareness.

Recommended by:	Reviewed by:	Approved by:
James DeLapp (Jul 13, 2023 11:54 CDT)	James Barber (Jul 17, 2023 13:10 CDT)	William S. Stimpson 2023.07.17 14:47:45 -05'00'
James DeLapp	James Barber	William S. Stimpson
Executive Director, Public Works	Chief of Staff	Mayor
Date: 07/13/2023	Date: 07/17/3032	Date: 07/17/3032

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 City Council concurs in the acceptance of the Mission, Vision, and Values Statements as established and set forth by the Public Works Department;

BE IT FURTHER RESOLVED this shall be deemed an endorsement limited to accreditation and not construed as a directive of the City Council.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:
DONNA BRYARS, COMPTROLLER

Sponsored by:
COUNCILMEMBER CORY PENN

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIT WITH THE BACK-TO-SCHOOL EVENT.

Amount of Contract:
$2,500.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - FRANKLIN STREET BAPTIST CHURCH OF MOBILE, AL	Cover Memo	8/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	8/4/2023 - 11:41 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$2,500.00** to Franklin Street Baptist Church of Mobile, Alabama, from his discretionary funds*; and

WHEREAS, *Franklin Street Baptist Church of Mobile, Alabama,* 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 Franklin Street Baptist Church of Mobile, Alabama*, will be used to assist with the "Back-to-School" event, funds will cover school supplies, food, and entertainment,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to Franklin Street Baptist Church of Mobile, Alabama, 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:8/15/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with needed items and achievement awards for students, as well as teacher appreciation incentives.

Amount of Contract:

$2,500

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - W.H. LEINKAUF ELEMENTARY SCHOOL	Cover Memo	8/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	8/7/2023 - 2:43 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,500.00** to W.H. Leinkauf Elementary School, from his discretionary funds*; and

WHEREAS, *W.H. Leinkauf Elementary School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *W.H. Leinkauf Elementary School* will be used to assist with needed items and achievement awards for students, as well as teacher appreciation incentives, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to W.H. Leinkauf Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember William Carroll

Purpose and Scope of Project:
Funds will be used to assist with the purchase of tubas and operational expenses.

Amount of Contract:
$2,500

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - UNITED METHODIST INNER CITY MISSION OF MOBILE, INC.	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	8/10/2023 - 9:21 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, Councilmember Gregory wishes to appropriate **$2,500.00** to United Methodist Inner City Mission of Mobile, Inc., from his discretionary funds; and

WHEREAS, United Methodist Inner City Mission of Mobile, 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 United Methodist Inner City Mission of Mobile, will be used to assist with the purchase of tubas and operational expenses, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$2,500.00** to United Methodist Inner City Mission of Mobile, 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:8/15/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH SAND TOWN 1ST COMMUNITY DAY/BACK TO SCHOOL EVENT.

Amount of Contract:

$500.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - SAND TOWN COMMUNITY ACTION GROUP	Cover Memo	8/4/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	8/4/2023 - 12:00 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$500.00** to Sand Town Community Action Group, from her discretionary funds*; and

WHEREAS, *Sand Town Community Action Group,* 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 *Sand Town Community Action Group, will be used to assist with Sand Town's 1st Annual Community Day/Back to School event*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$500.00** to Sand Town Community Action Group, 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:8/15/2023

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 #:** _____

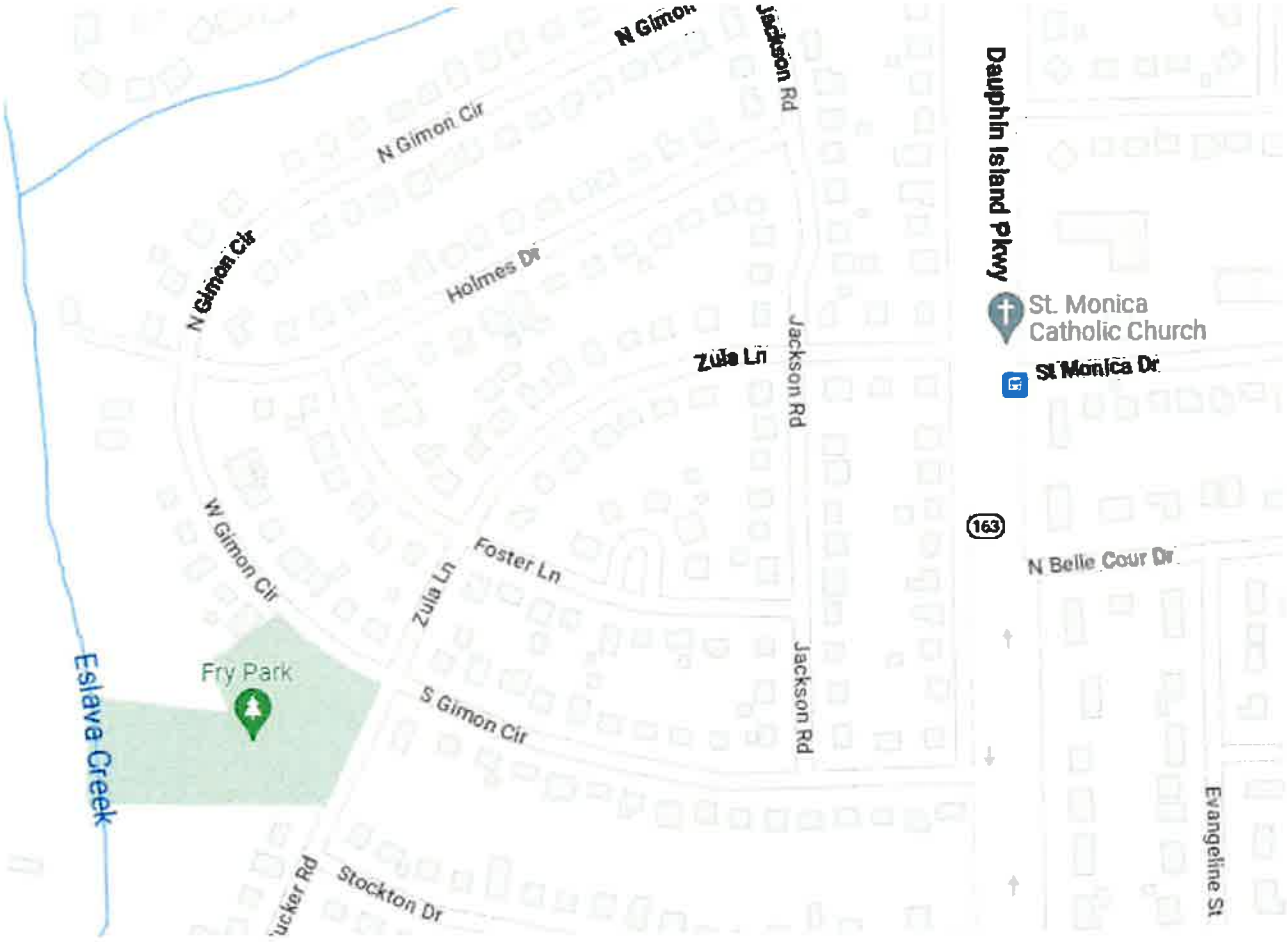
E-mail Address: _____

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

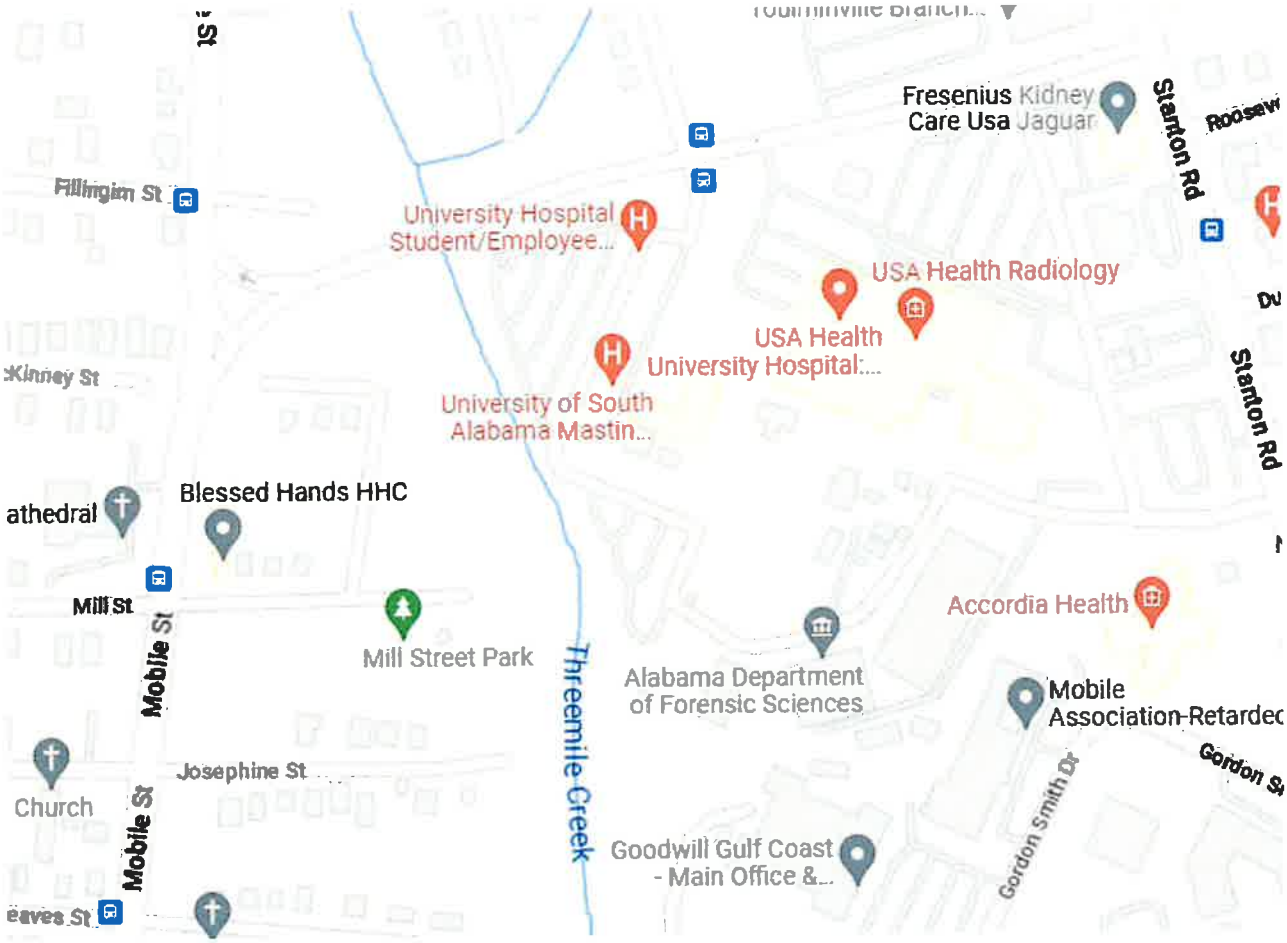
Image 2 - Schematic Site Plan

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						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X Contractual Liability						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	POLICY X PRO-JECT LOC							$
	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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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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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:8/15/2023

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

CONTENTS

ITEM		*PAGE*
I.	Advertisement for Bids	1
II.	Instructions to Bidders	3
III.	Proposal (Bid)	8
IV.	Bid Bond	13
V.	Labor and Materials Bond	14
VI.	Performance Bond	16
VII.	Subcontracting and Major Supplier Plan, DBE Utilization Report & E-Verify Affidavit	19
VIII.	Insurance	27
IX.	City of Mobile Engineering Special Provisions	29
X.	City of Mobile Traffic Engineering Special Provisions	36
XI.	Articles of Agreement	41
Attachment A	Project Details	
Attachment B	Contractor's Insurance Certification	
Attachment C	Certifications, Affidavits, & Project Closeout	
Attachment D	Project Addendums	

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 NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

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.,

191879

10th day of **February, 2023**

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

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: aforster@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 Foster

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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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 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)

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

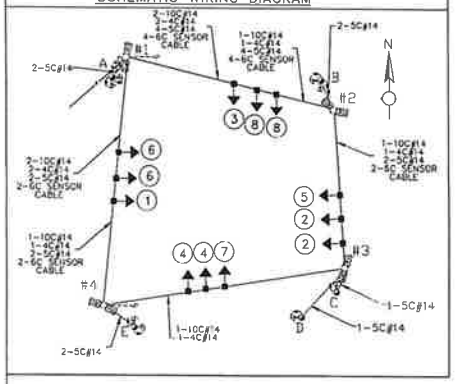
17. THE INSTALLER SHALL LOCATE EACH SIGNAL HEAD ON THE SPAN WIRE TO ENSURE THAT THE SIGNAL HEAD IS LOCATED ON THE EXTENDED CENTER OF THE APPROACH LANE FOR WHICH IT APPLIES OR AS SHOWN IN THE PLANS IN CONFORMANCE WITH THE M.U.T.C.D.
18. AFTER THE SIGNAL HEADS HAVE BEEN LOCATED ON THE SPAN WIRE THEY SHALL 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.

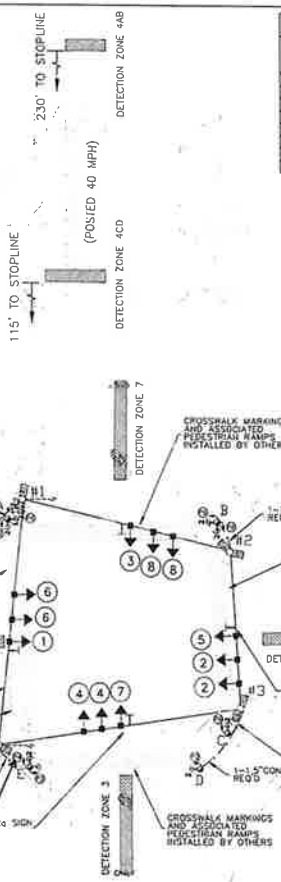
Revisions:	COTTAGE HILL ROAD AND HILLCREST ROAD SIGNAL SYSTEM AND FIBER INTERCONNECT CITY OF MOBILE, ALABAMA TRAFFIC SIGNALS MODIFICATION/INSTALLATION
	SKIPPER Consulting, Inc. Transportation Engineering and Planning Consultants 3659 Lorna Road, Suite 300 · Birmingham, AL 35216 Telephone (205) 979-5252 · Fax (205) 979-8651
	Date: November 1, 2019
	Project no.:
	Sheet 2 of

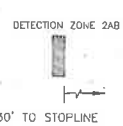
SCHEMATIC WIRING DIAGRAM

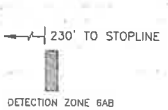


GENERAL NOTES

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. ~~PEDESTRIAN STEEL POLE SHALL BE 3" DIA. 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 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.





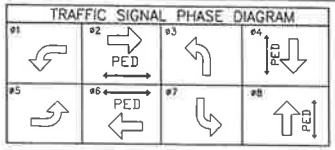


(POSTED 40 MPH)

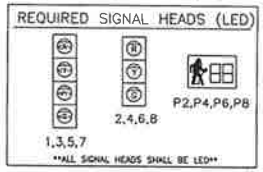
LOCAL CONTROLLER PROGRAMMING CHART

PHASE	MIN INITIAL	DENSITY ACTIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE ONLY	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

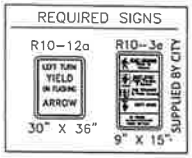


REQUIRED SIGNAL HEADS (LED)

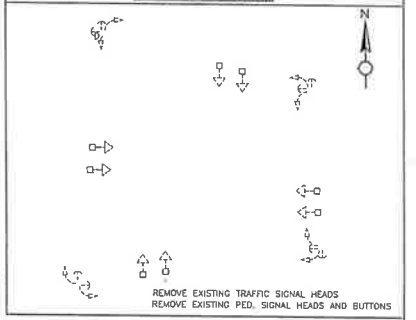


ALL SIGNAL HEADS SHALL BE LED

REQUIRED SIGNS



REMOVAL DIAGRAM



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

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
~~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, 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.

LEGEND

EXISTING	REQUIRED	DESCRIPTION
	⊠	TRAFFIC SIGNAL CONTROLLER
		TRAFFIC SIGNAL HEAD
	●	STEEL TRAFFIC SIGNAL POLE
		DETECTION ZONE
	RD	RADAR DETECTION
		LUMINAIRE ASSEMBLY
	—C—	CONDUIT
PD	PD	POWER DISCONNECT
		PED. SIGNAL HEAD (SIDE MOUNT)
		PEDESTRIAN PEDESTAL POLE
		PEDESTRIAN PUSHBUTTON
		SIGN (POLE MOUNTED)
		SIGN (SPAN WIRE MOUNTED)

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

Revisions:

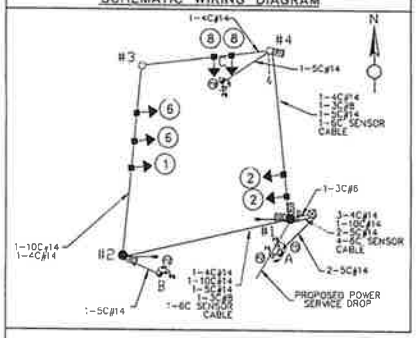
COTTAGE HILL ROAD AND HILLCREST ROAD
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL MODIFICATION LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3544 Vann Road Suite 100 Birmingham, AL 35235
Telephone (205) 397-0493 Fax (205) 397-0529

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

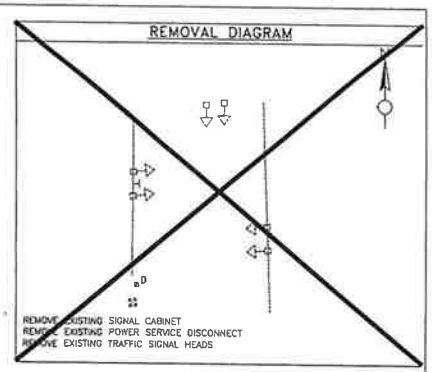
PHASE	MIN INITIAL	DENSITY ACTIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE OMIT	NON-LOCK
1	5.0	N	2.0	4.0	2.0	35.0	-	-	N	N	Y
2	5.0	N	3.0	4.0	3.0	80.0	7.0	16.0	Y	N	N
3		N	-	-	-	-	-	-	-	Y	-
4		N	-	-	-	-	-	-	-	Y	-
5		N	-	-	-	-	-	-	-	Y	-
6	5.0	N	3.0	4.0	3.0	80.0	-	-	Y	N	N
7		N	-	-	-	-	-	-	-	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



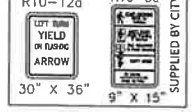
TRAFFIC SIGNAL PHASE DIAGRAM

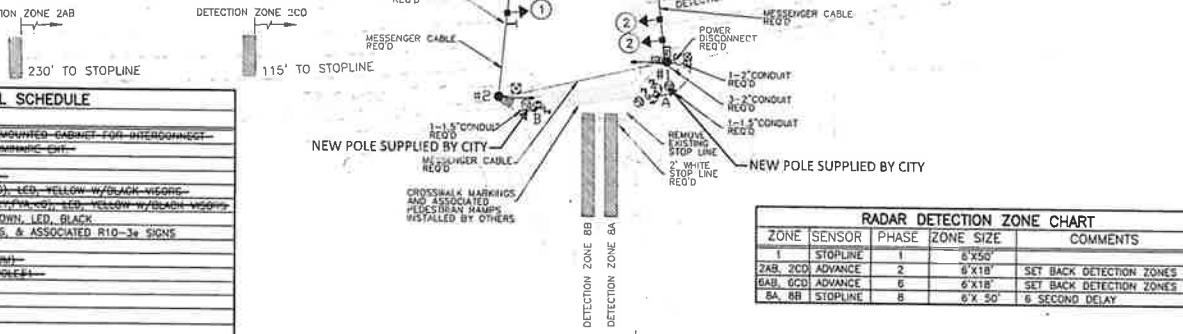
ø1	ø2 PED	ø3 OMIT	ø4 OMIT
ø5 OMIT	ø6	ø7 OMIT	ø8 PED

REQUIRED SIGNAL HEADS (LED)

ALL SIGNAL HEADS SHALL BE 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 (LPI,R,Y,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~~
~~2~~	~~EA~~	~~PEDESTRIAN PEDESTAL POLE, 9' (SPUN ALUMINUM)~~
1	EA	POWER SERVICE AND DISCONNECT ON SIGNAL POLE#1
~~75~~	~~LF~~	~~1-2" CONDUIT (PVC)~~
~~50~~	~~LF~~	~~4" 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	PD	POWER DISCONNECT
		PED. SIGNAL HEAD (SIDE MOUNT)
	●	PEDESTRIAN PEDESTAL POLE
		PEDESTRIAN PUSHBUTTON
		SIGN (PED. POLE MOUNTED)
		SIGN (SPAN WIRE MOUNTED)

Revisions:

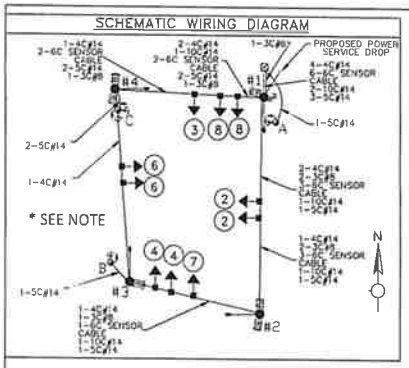
COTTAGE HILL ROAD AND LLOYDS LANE
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL LAYOUT

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.

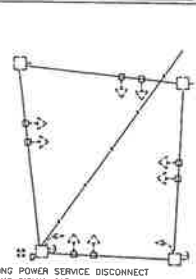
CABINET TO REMAIN ON SOUTHWEST CORNER OF INTERSECTION. EXISTING WOOD POLE IN SAME CORNER CAN REMAIN AND SERVE AS THE DROP POLE FOR THE POWER SERVICE.

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

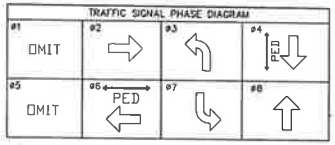
* SEE NOTE

REMOVAL DIAGRAM



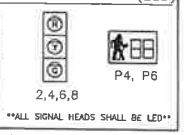
REMOVE EXISTING POWER SERVICE DISCONNECT
REMOVE EXISTING SIGNAL CABINET
REMOVE EXISTING WOOD SIGNAL POLES
REMOVE EXISTING TRAFFIC SIGNAL HEADS

TRAFFIC SIGNAL PHASE DIAGRAM



* SEE NOTE

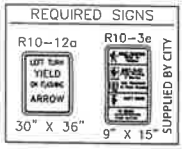
REQUIRED SIGNAL HEADS (LED)



3, 7 **ALL SIGNAL HEADS SHALL BE LED**

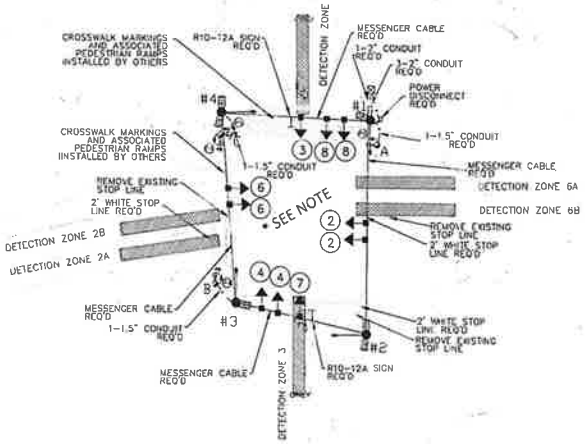
* SEE NOTE

REQUIRED SIGNS



GENERAL NOTES

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 SCHREDER AXIS.~~
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.
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.



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
	—c—	CONDUIT
	▫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

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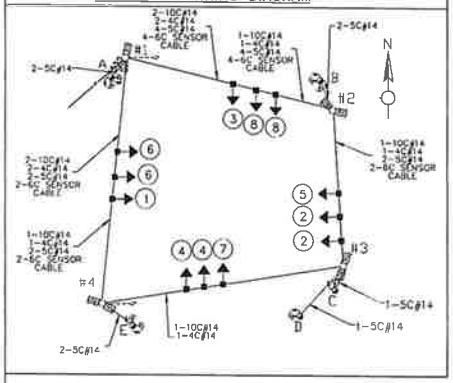
Date: November 1, 2019
Project no.:
Sheet 5 of

629

SCHEMATIC WIRING DIAGRAM



GENERAL NOTES

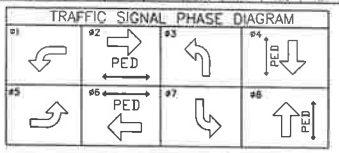
1. THE INSTALLER IS RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO DIGGING. A 48 HOUR NOTIFICATION IS REQUIRED BEFORE EXCAVATION ACTIVITIES.
2. THE INSTALLER IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL FOR THOSE WORK ITEMS HE WILL UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION 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.

All wiring shown is schematic only. Refer to plan sheet. Actual field routing to be adjusted by the installation crew before pulling wire to insure no conflicts. Sensors may need to be relocated according to the actual field conditions encountered, please contact Wavetronix at the time of installation for assistance or direction.

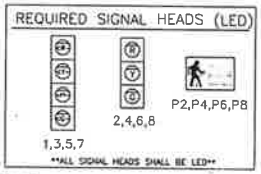
LOCAL CONTROLLER PROGRAMMING CHART

PHASE	MIN INITIAL	DENSITY ADDITIVE	PASSAGE	YELLOW	ALL RED	MAX 1	WALK TIME	FDW	MIN RECALL	PHASE DMIT	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

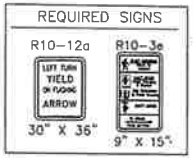


REQUIRED SIGNAL HEADS (LED)

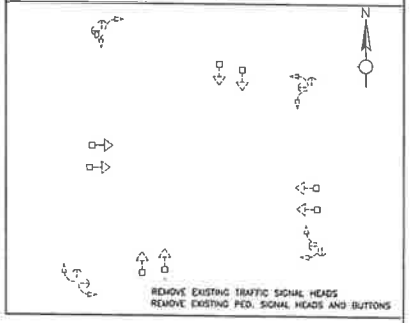


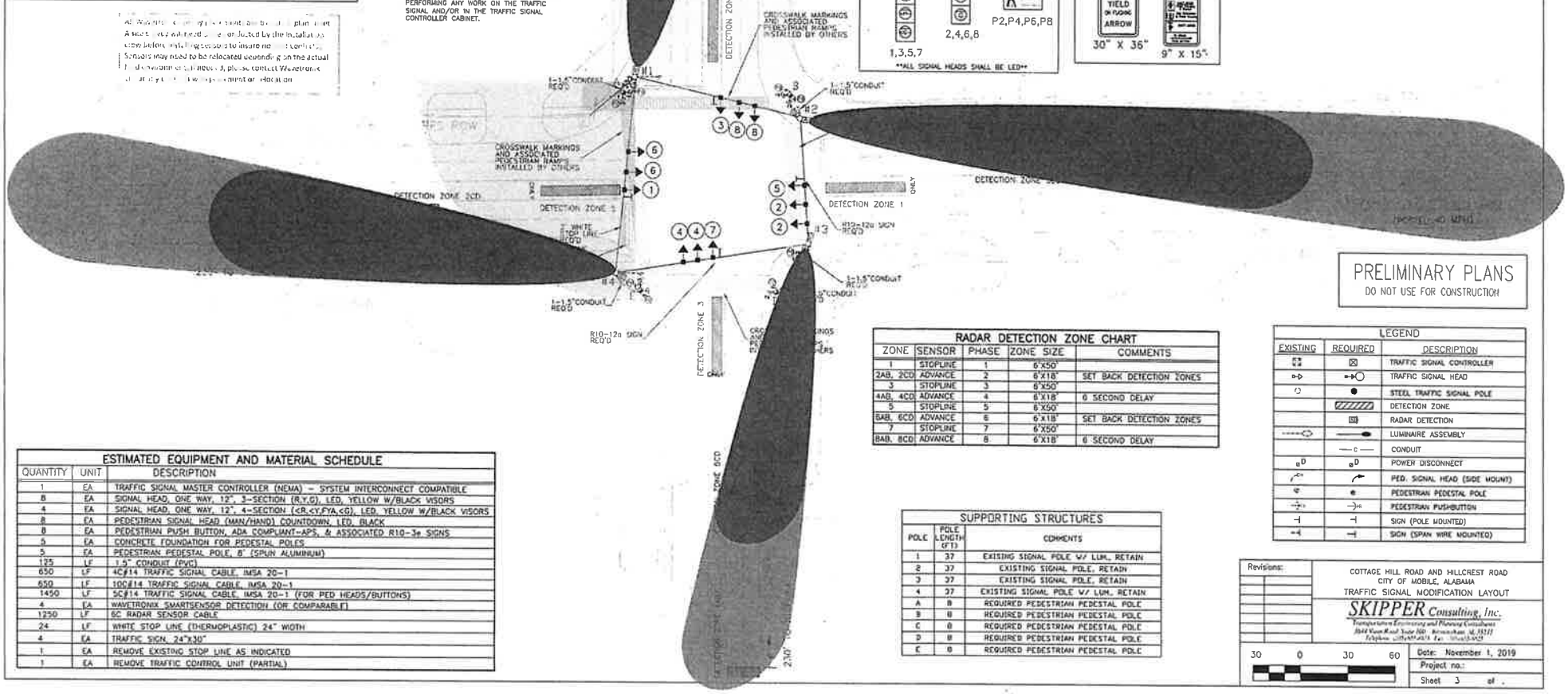
ALL SIGNAL HEADS SHALL BE LED

REQUIRED SIGNS



REMOVAL DIAGRAM





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	⊞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

Revisions:

COTTAGE HILL ROAD AND HILLCREST ROAD
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL MODIFICATION LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3664 Grandview Parkway, Suite 160 Birmingham, AL 35243
Telephone (205) 969-3113 Fax (205) 969-3133

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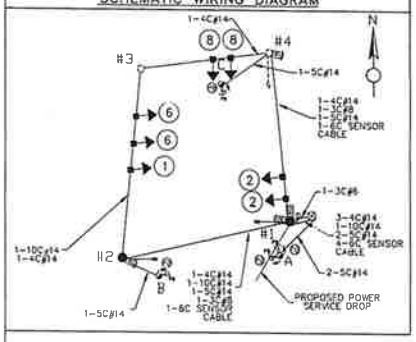
Date: November 1, 2019
Project no.:
Sheet 3 of .

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 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.
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	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.

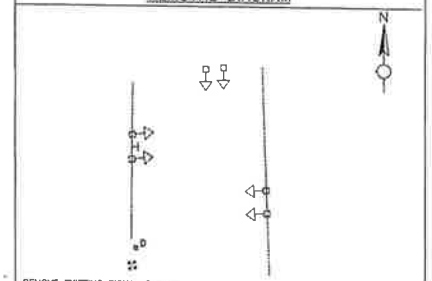
TRAFFIC SIGNAL PHASE DIAGRAM

ø1	ø2	ø3	ø4
	PED	OMIT	OMIT
ø5	ø6	ø7	ø8
OMIT		OMIT	PED

REQUIRED SIGNAL HEADS (LED)

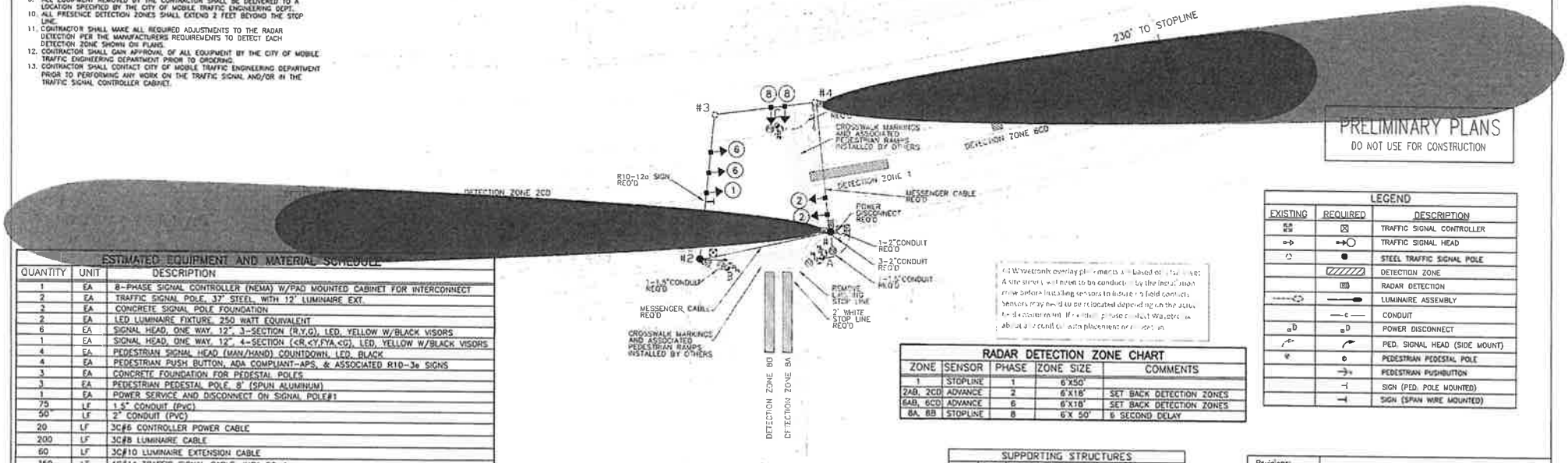
REQUIRED SIGNS

REMOVAL DIAGRAM



REMOVE EXISTING SIGNAL CABINET
REMOVE EXISTING POWER SERVICE DISCONNECT
REMOVE EXISTING TRAFFIC SIGNAL HEADS

N



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.
2	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)

(1) Wavetronix overlay placements are based on standard use. A site survey will have to be conducted by the contractor prior before installing sensors to ensure no field conflicts. Sensors may need to be relocated depending on the actual field environment. If a conflict please contact Wavetronix about the condition prior to placement or detection.

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
	(R)	RADAR DETECTION
		LUMINAIRE ASSEMBLY
	—c—	CONDUIT
ⓟD	ⓟD	POWER DISCONNECT
		PED. SIGNAL HEAD (SIDE MOUNT)
	⊕	PEDESTRIAN PEDESTAL POLE
		PEDESTRIAN PUSHBUTTON
		SIGN (PED. POLE MOUNTED)
		SIGN (SPAN WIRE MOUNTED)

Revisions:

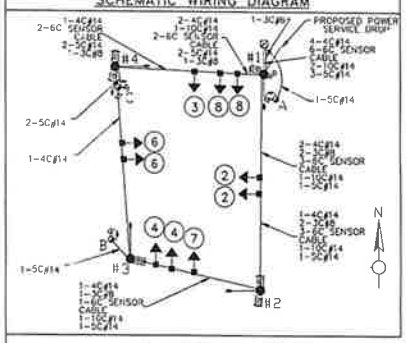
COTTAGE HILL ROAD AND LLOYDS LANE
CITY OF MOBILE, ALABAMA
TRAFFIC SIGNAL LAYOUT

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
3613 Vann Road, Suite 100 Birmingham, AL 35235
Telephone: 205.981.8899 Fax: 205.981.8877

30 0 30 60

Date: November 1, 2019
Project no.:
Sheet 4 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.
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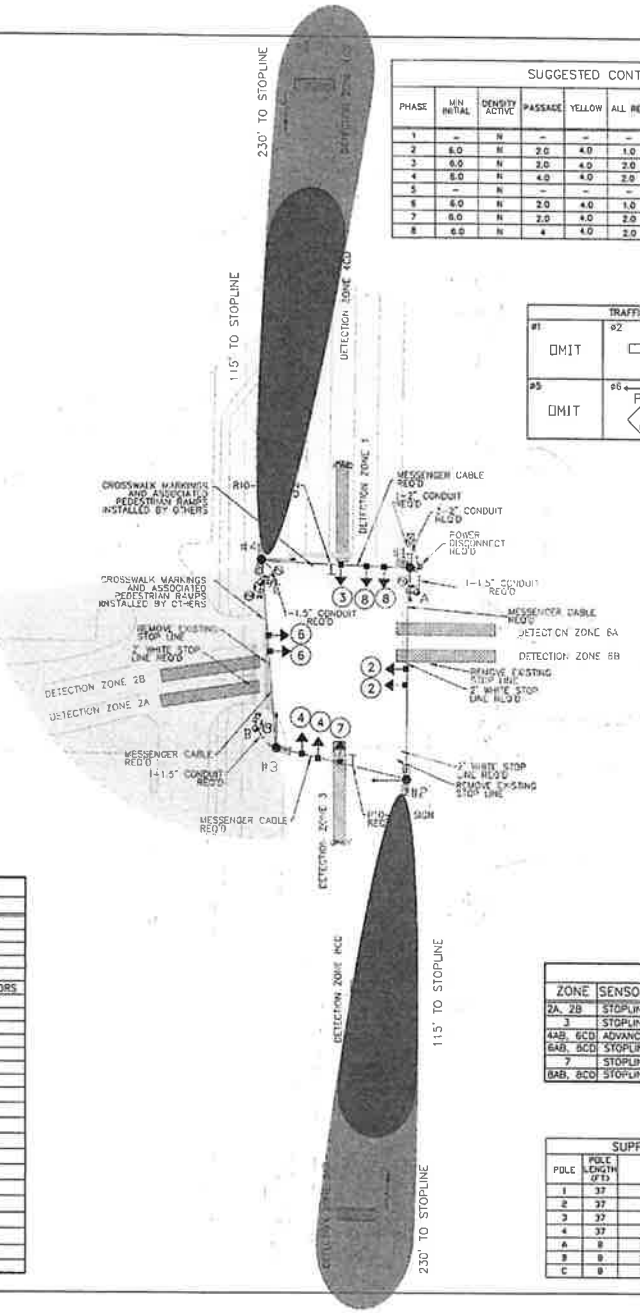
13. CONTRACTOR SHALL CONTACT CITY OF MOBILE TRAFFIC ENGINEERING DEPARTMENT PRIOR TO PERFORMING ANY WORK ON THE TRAFFIC SIGNAL AND/OR IN THE TRAFFIC SIGNAL CONTROLLER CABINET.

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

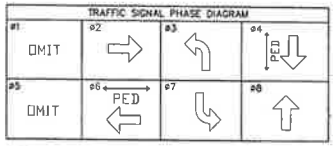
QUANTITY	UNIT	DESCRIPTION
1	EA	8-PHASE SIGNAL CONTROLLER (NEMA) W/PAD MOUNTED CABINET FOR INTERCONNECT
4	EA	TRAFFIC SIGNAL POLE, 37' STEEL, WITH 12' LUMINAIRE EXT.
4	EA	CONCRETE SIGNAL POLE FOUNDATION
4	EA	LED LUMINAIRE FIXTURE, 250 WATT EQUIVALENT
8	EA	SIGNAL HEAD, ONE WAY, 12", 3-SECTION (R,Y,G), LED, 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



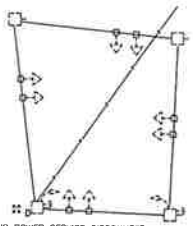
SUGGESTED CONTROLLER PROGRAMMING CHART

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	8.0	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	8.0	N	2.0	4.0	2.0	25.0	-	-	N	N	Y
8	8.0	N	4	4.0	2.0	50.0	-	-	Y	N	N

TRAFFIC SIGNAL PHASE DIAGRAM

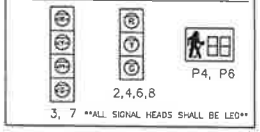


REMOVAL DIAGRAM

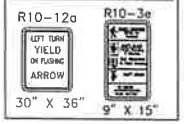


REMOVE EXISTING POWER SERVICE DISCONNECT
REMOVE EXISTING SIGNAL CABINET
REMOVE EXISTING WOOD SIGNAL POLES
REMOVE EXISTING TRAFFIC SIGNAL HEADS

REQUIRED SIGNAL HEADS (LED)



REQUIRED SIGNS



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)655-3881 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:8/15/2023

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.

1-20

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**

1-20

Rev. 10/2017

AGENDA ITEM SUMMARY SHEET

Agenda of:8/15/2023

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 AT LARGE ALABAMA

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:8/15/2023

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:8/15/2023

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)

$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:8/15/2023

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

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:8/15/2023

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	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 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 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.			
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	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 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	Review:
36604	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 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 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. 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 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 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 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 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	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
	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 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 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 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 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
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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

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: 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

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		EXTENSION	
				Dollars	Cents	Dollars	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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION 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:8/15/2023

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

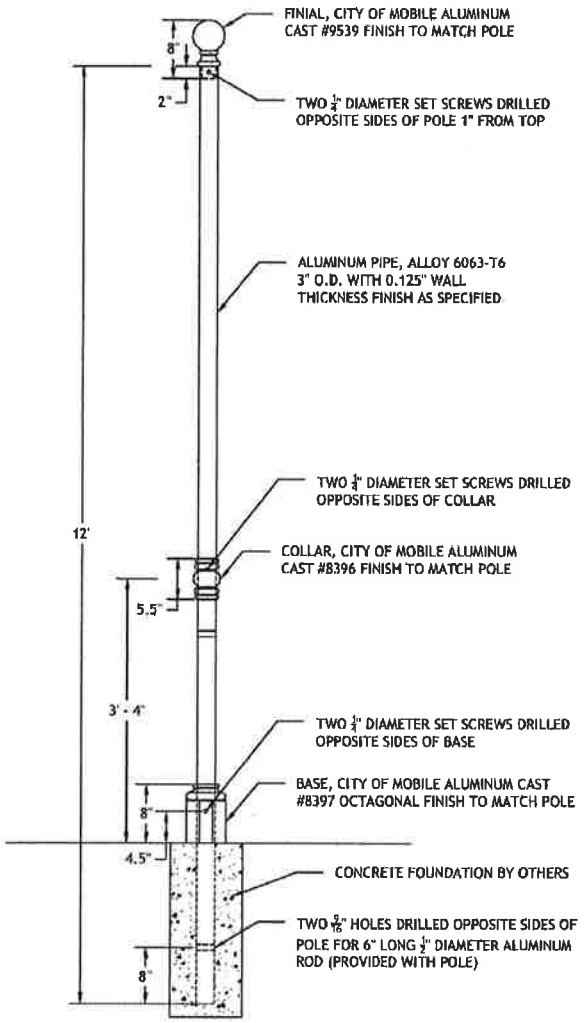
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

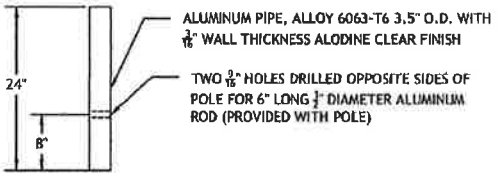
By _____

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

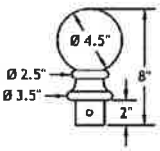
TYPE B DECORATIVE SIGN POST



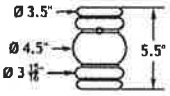
DECORATIVE SIGN POST EXTENSION



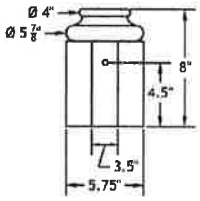
FINIAL



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:8/15/2023

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 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105neej
	Status: Released Page 1

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
	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

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 2

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			
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	
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 3

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
	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.			

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 4

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
	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			

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 5

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			
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

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 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
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
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
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 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
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			
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

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 8

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

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

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 9

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			
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			

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 10

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
	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.			

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 11

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
	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			

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 12

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
	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

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 13

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. .			4102.60

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

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

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 14

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			
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	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
	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Released Page 18

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
	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Released Page 19

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
	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

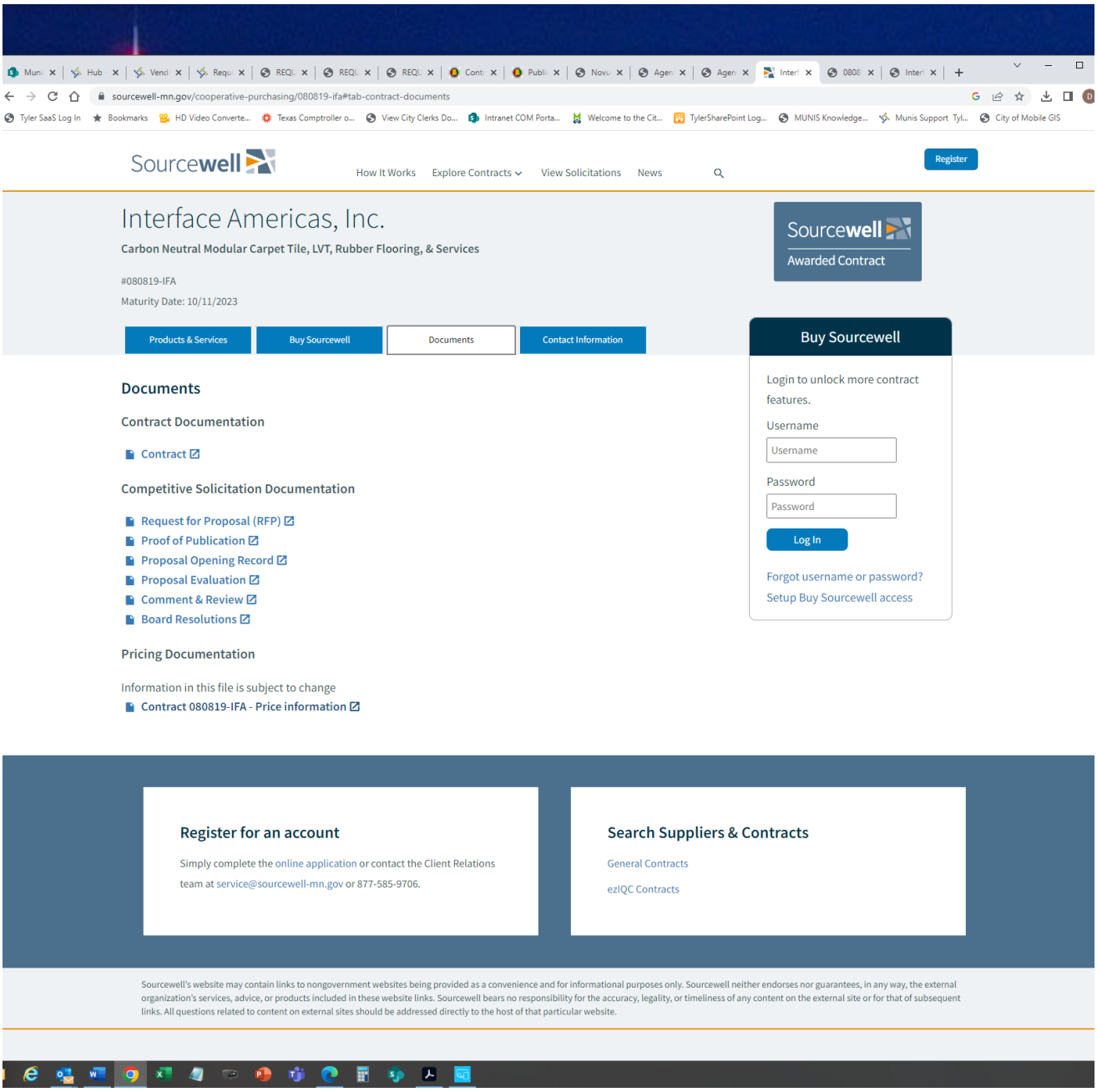
Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/23	297869				ARCHITECTURAL ENGINEERING

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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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
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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
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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

Interface

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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
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:8/15/2023

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

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
	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	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 8

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
	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	Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 9

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
	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.			350.00
	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			
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 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Approved

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:8/15/2023

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	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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
	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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 4

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			
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	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

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			
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

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
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:8/15/2023

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:8/15/2023

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

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 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:

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	
Purchase Document Copies	
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)	$
	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						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 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 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	6655774	3/6/2023	3/6/2024	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 $ 10,000	Y	Y	6655775	3/6/2023	3/6/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
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 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)
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

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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.

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:8/15/2023

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

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than 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 MY COMMISSION EXPIRES SEPTEMBER 27, 2025 PAULDING COUNTY, GEORGIA

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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

920

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 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

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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:

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	

INSURED ALLICOR-01
Allied Corrosion Industries Inc
P. O. Box 9098
Marietta GA 30065-2098

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 [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [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.

 © Insurance Services Office, Inc., 2011

GC 928

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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GC 929

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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GC935

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.

 © Insurance Services Office, Inc., 2011

GC986

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 CLAIMS-MADE X OCCUR X MGL,P&I X Pollution (incl.) GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER: Contractual			B5JH28612	4/27/2023	4/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG P&I	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			710038045/0005	4/27/2023	4/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			726OM4312-02	4/27/2023	4/27/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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		0372383Y	4/27/2023	4/27/2024	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
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

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SC

(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? Y/N [N] (Mandatory in NH) 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:8/15/2023

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:

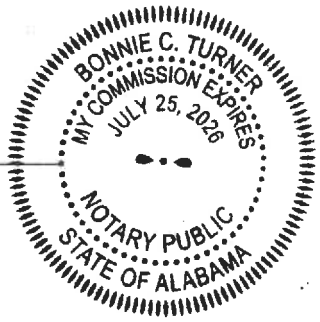
By: _____
William S. Stimpson, Mayor

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** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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:8/15/2023

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:8/15/2023

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-Clark

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 EXPIRES GEORGIA January 18, 2026 PUBLIC 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

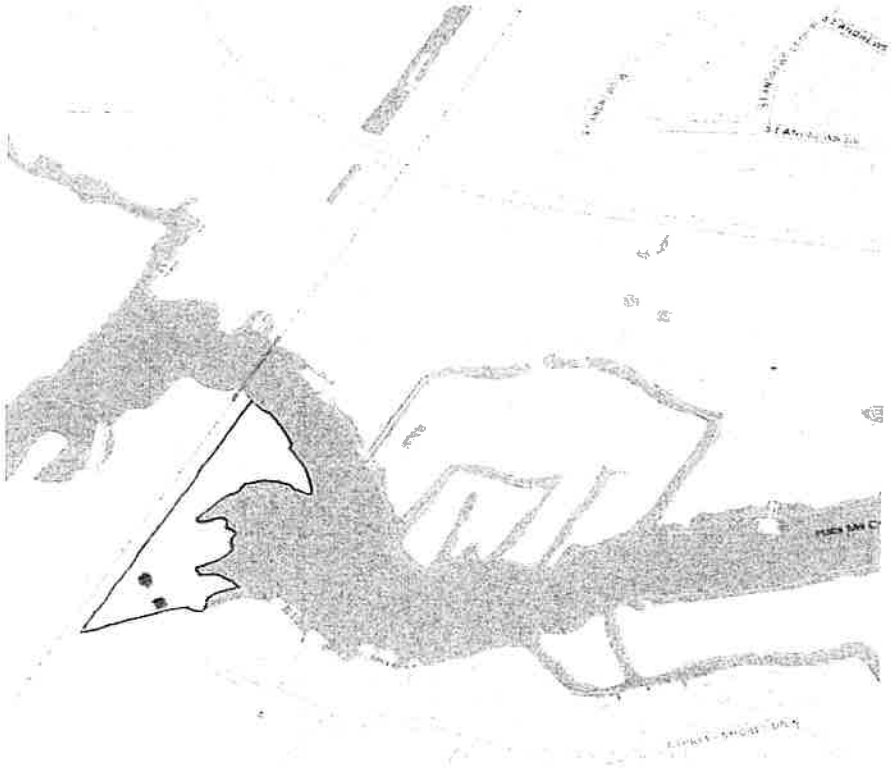
ATTEST:_____
City Clerk

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:8/15/2023

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

STATE OF ALABAMA NOTARY PUBLIC
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: David J. Walters
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:

AMBER HIGHTOWER DEDEAUX
MY COMMISSION EXPIRES
FEBRUARY 3, 2025
NOTARY PUBLIC
STATE OF ALABAMA

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:

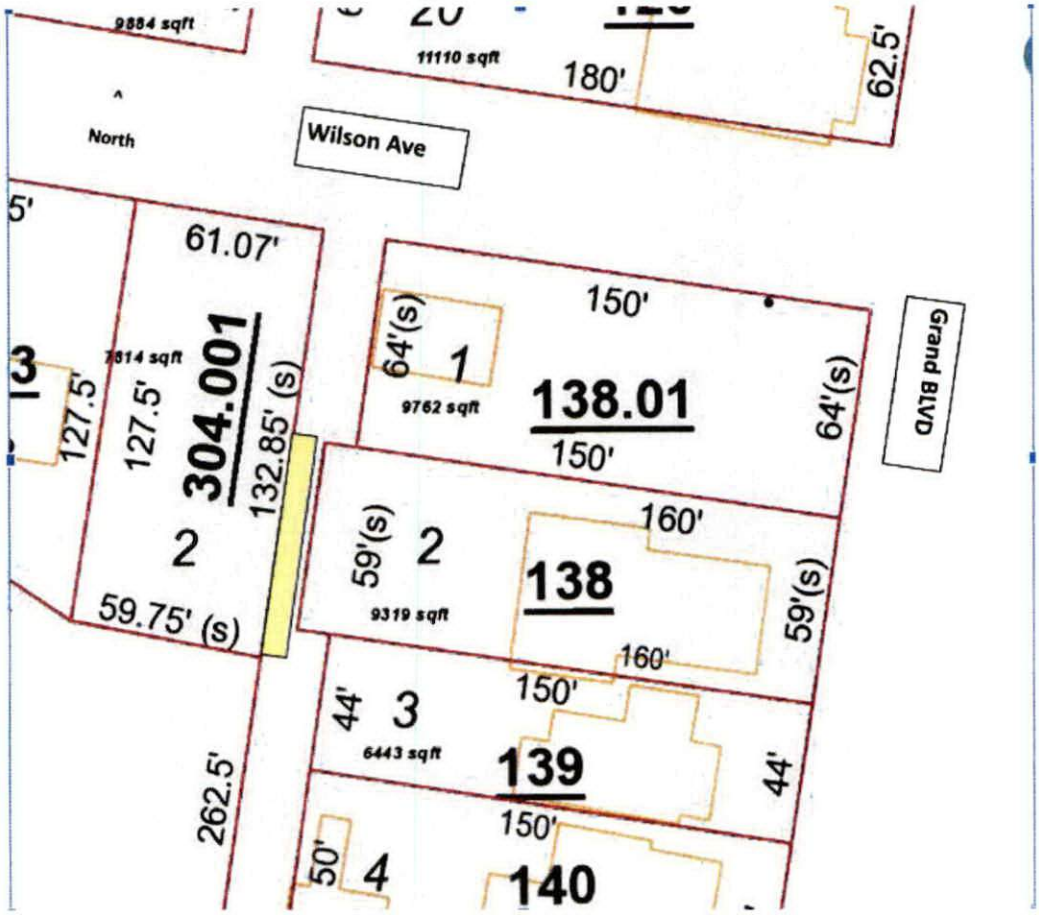


Exhibit B:

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

comcast.

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

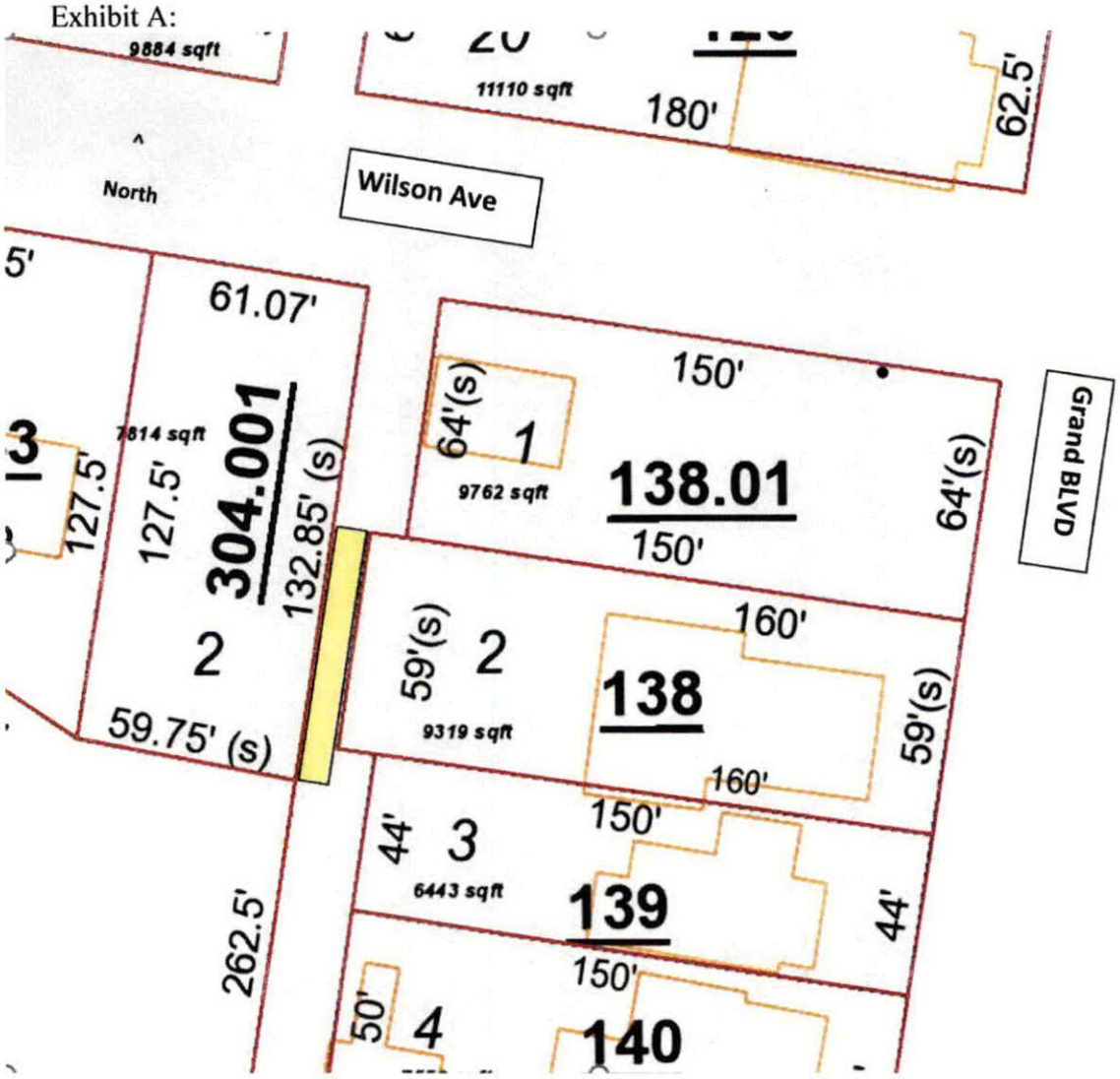
A: Description of the area sought to be vacated and square footage of abutting properties:

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:8/15/2023

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

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 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.

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251)208-5895

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,

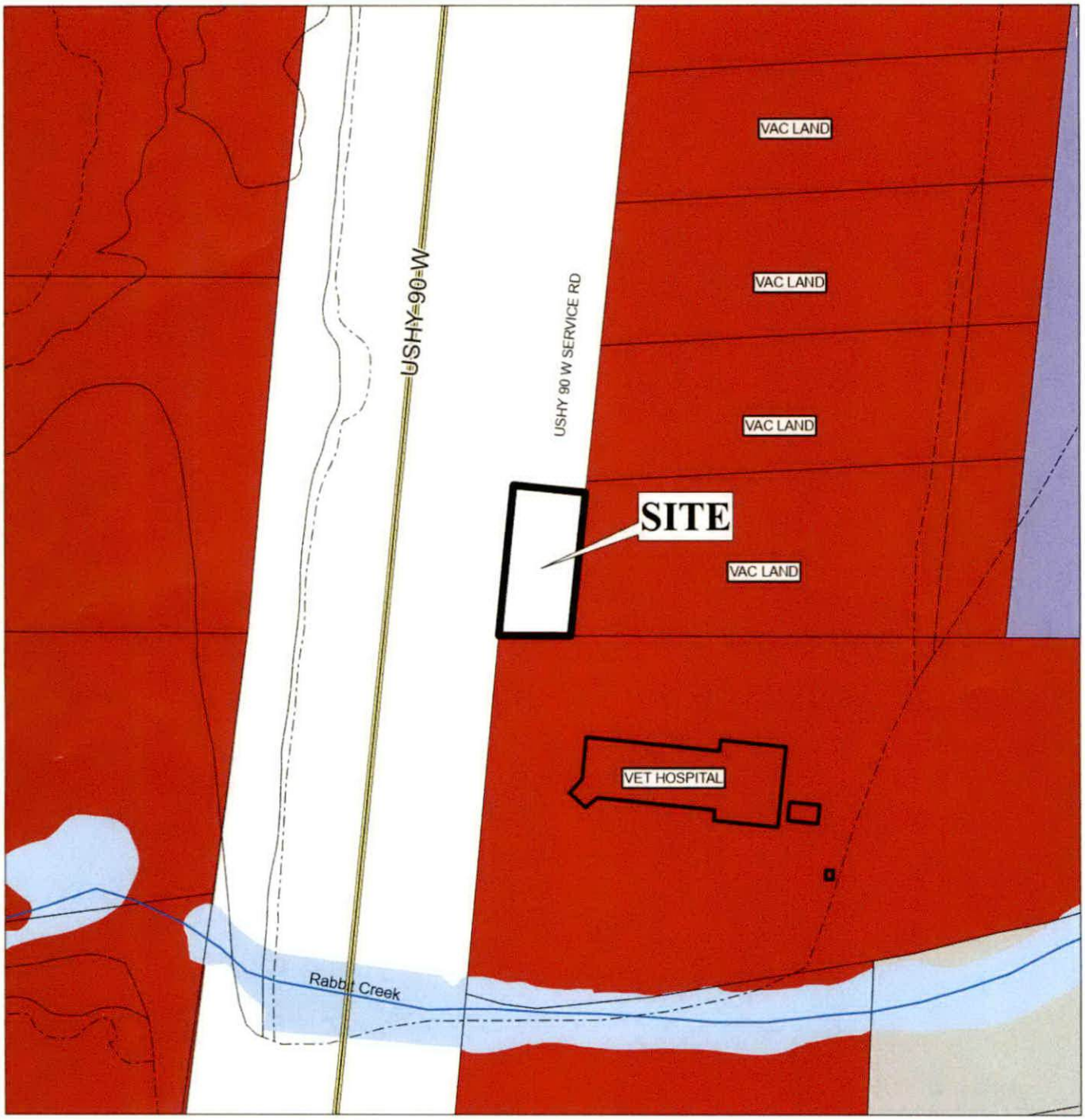
Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

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.

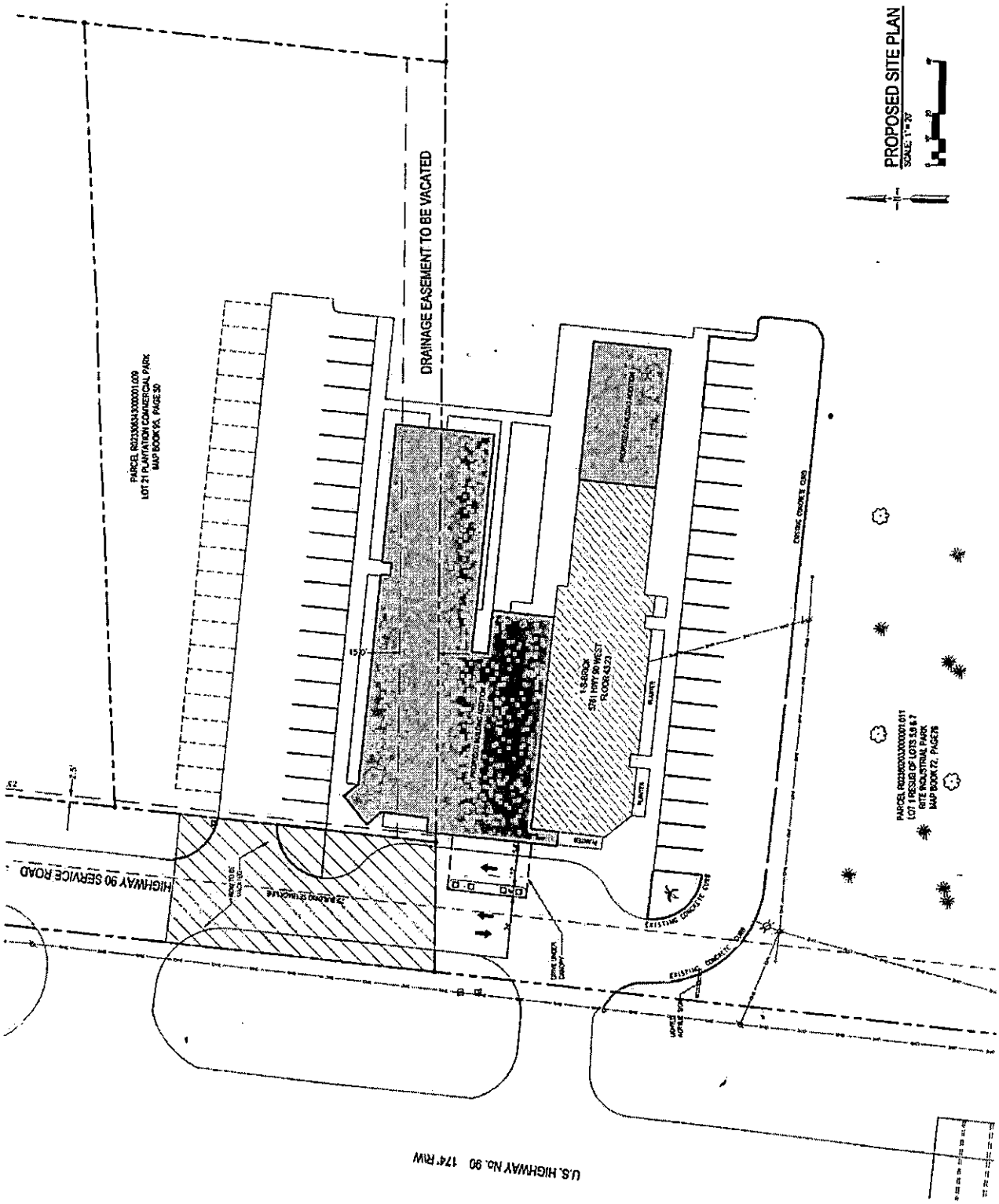
Please do not hesitate to contact us if you need anything further.

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.

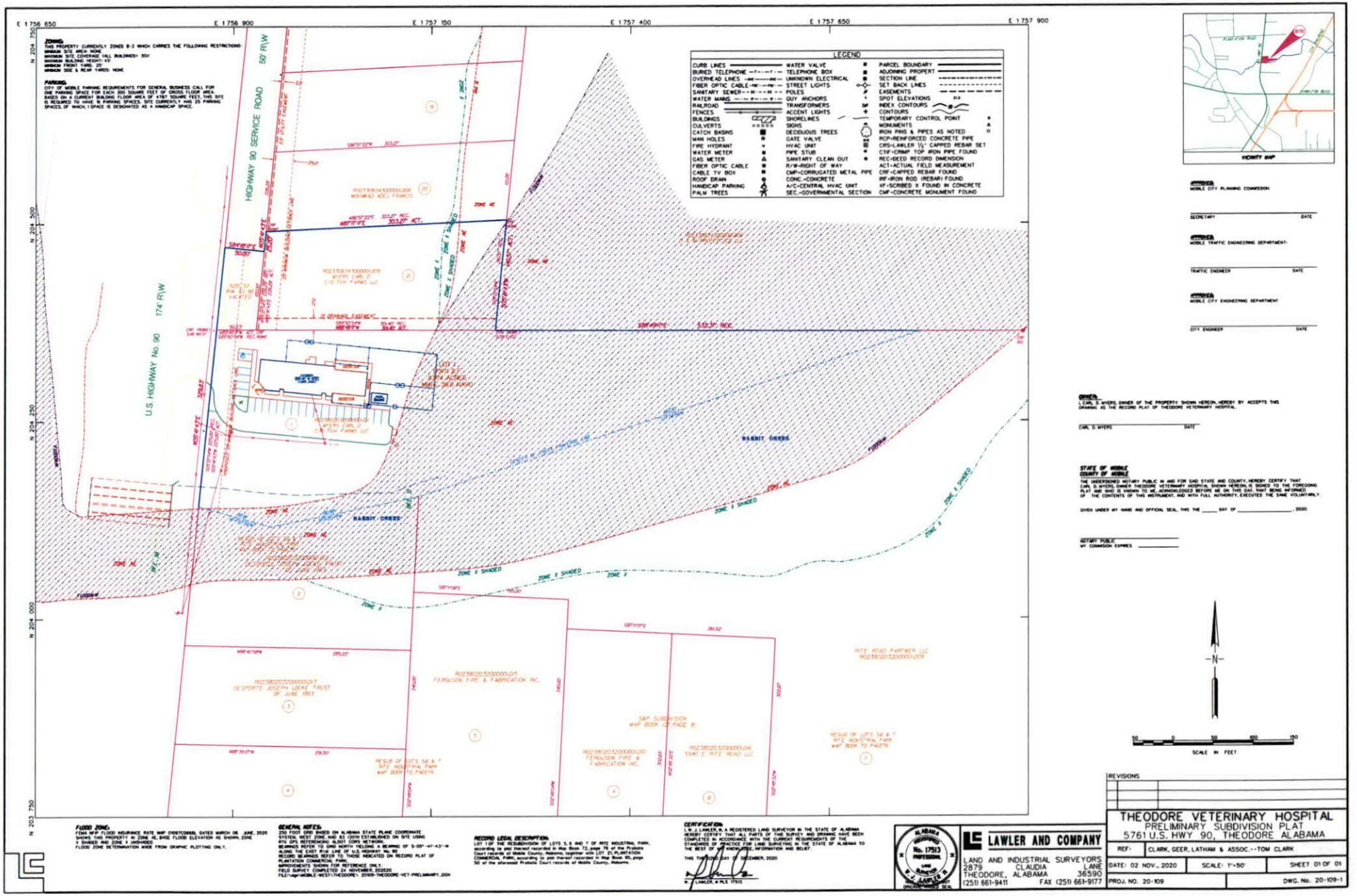
5. Notice of the vacation of the Right-of-Way shall be provided as required under Section 23-4-20(a) of the Code of Alabama.

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


E 1 756 650
E 1 756 900
E 1 757 150
E 1 757 400
E 1 757 650
E 1 757 900
N 204 750
N 204 500
N 204 250
N 204 000
N 203 750
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.
HIGHWAY 90 SERVICE ROAD
50' R/W
U.S. HIGHWAY No. 90
174' R/W
RABBIT CREEK
ZONE AE
ZONE X SHADED
ZONE X
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
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
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
50 0 50 100 150
SCALE IN FEET
FLOOD ZONE:
FEMA NFIP FLOOD INSURANCE RATE MAP 01097C0068J, 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.

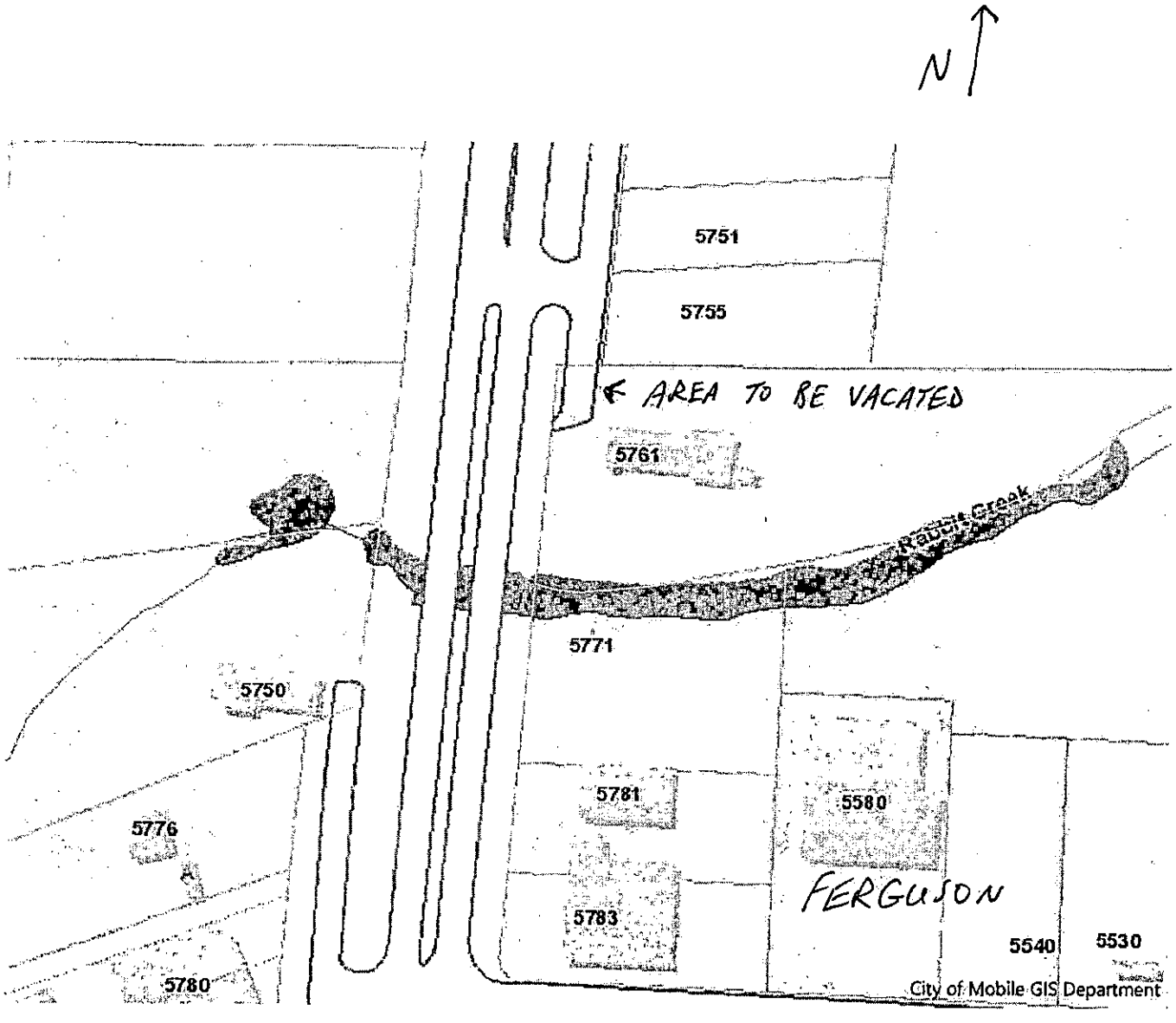
Physical Address of Property:

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

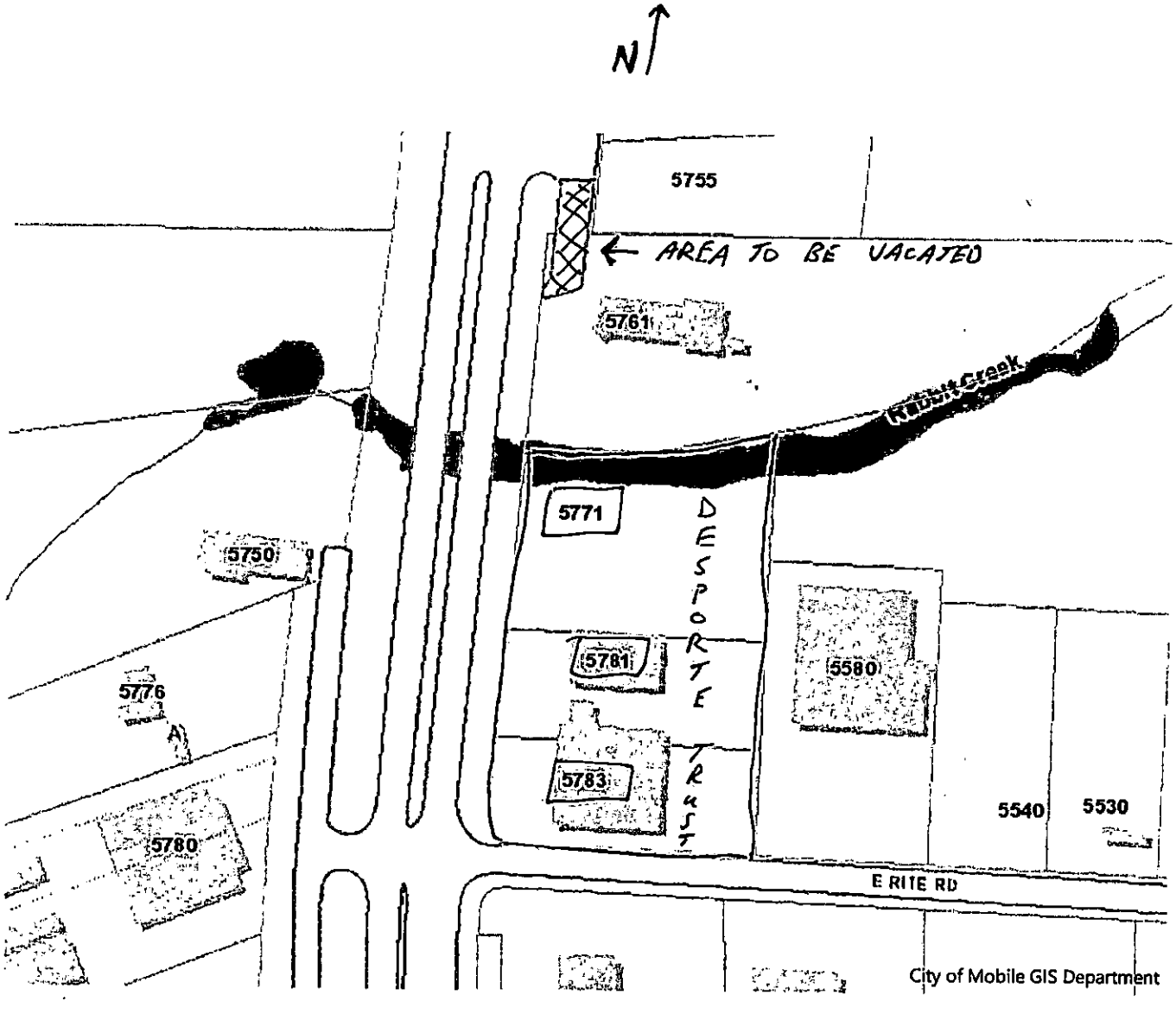
Lots 2, 3 and 4, Resubdivision of Lots 5, 6 & 7, Rite Industrial Park according to plat thereof recorded in Map Book 72, Page 76 in the records of the Judge of Probate, Mobile County, Alabama.

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

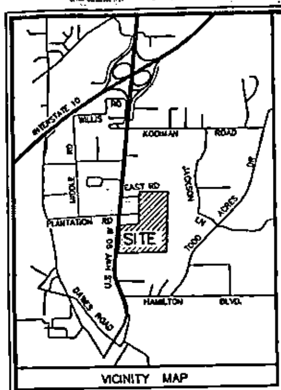
Lots 14, 15, 16, 17, 18, 19 and 20, Plantation Commercial Park, according to plat thereof recorded in Map Book 95, Page 50 in the records of the Judge of Probate, Mobile County, Alabama.

Physical Address of Property

5727-5751 Highway 90, Theodore, AL 36582

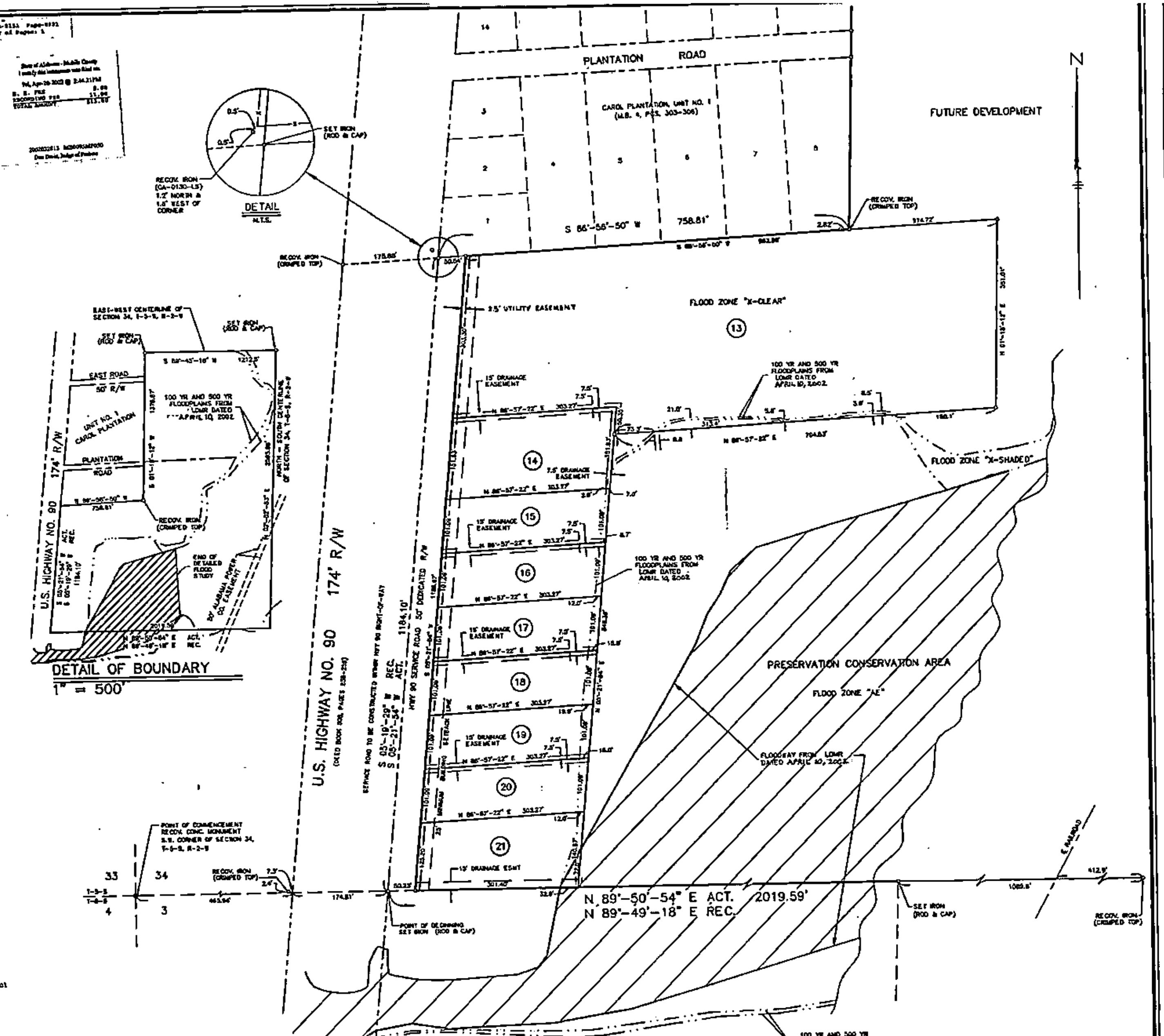
Mailing Address for Adel Mouawad

5867 Hwy. 90 W.
Theodore, AL 36582



LEGEND

- POWER POLE
- FENCE LINE
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE LINE
- FORESHORTENED LINE
- SET ROD & CAP: SET 5/8" REBAR & CAP (FCA-00033-LS)
- RECOV. ROD & CAP (NONE): 5/8" REBAR & PLASTIC CAP (FCA-00033-LS)



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 2505.88 feet; thence South 89°-45'-18" West, along the East-West centerline of said Section 34, a distance of 1212.5 feet to a point on the East boundary of Unit No.1, Carol Plantation, as recorded in Map Book 4, Page 303-306, Probate Court Records, Mobile County, Alabama; thence South 01°-18'-12" West, along the East boundary of said Unit No. 1, Carol Plantation, a distance of 1378.57 feet; thence South 86°-56'-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 W. Rowe, R.L.S.
AL Reg. No. 8359

APPROVED:

CITY OF MOBILE PLANNING COMMISSION:

BY: ________ DATE: 4/17/2002

MOBILE COUNTY ENGINEERING:

BY: ________ DATE: 4/29/02
PURSUANT TO SECTION 11-52-30(b)
NO 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 4, 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 0666 J, DATED JULY 6, 1998, AS REVISED BY CLOMR 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 3756 COTTAGE HILL ROAD, TELEPHONE: (251) 666-2765; MOBILE, ALABAMA 36609, FAX: (251) 660-1040		
ACADD-14: PCP UNIT 1.DWG	JOB: 25702 FB: 1297/2-10 TAX: 02-33-08-34-3	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,

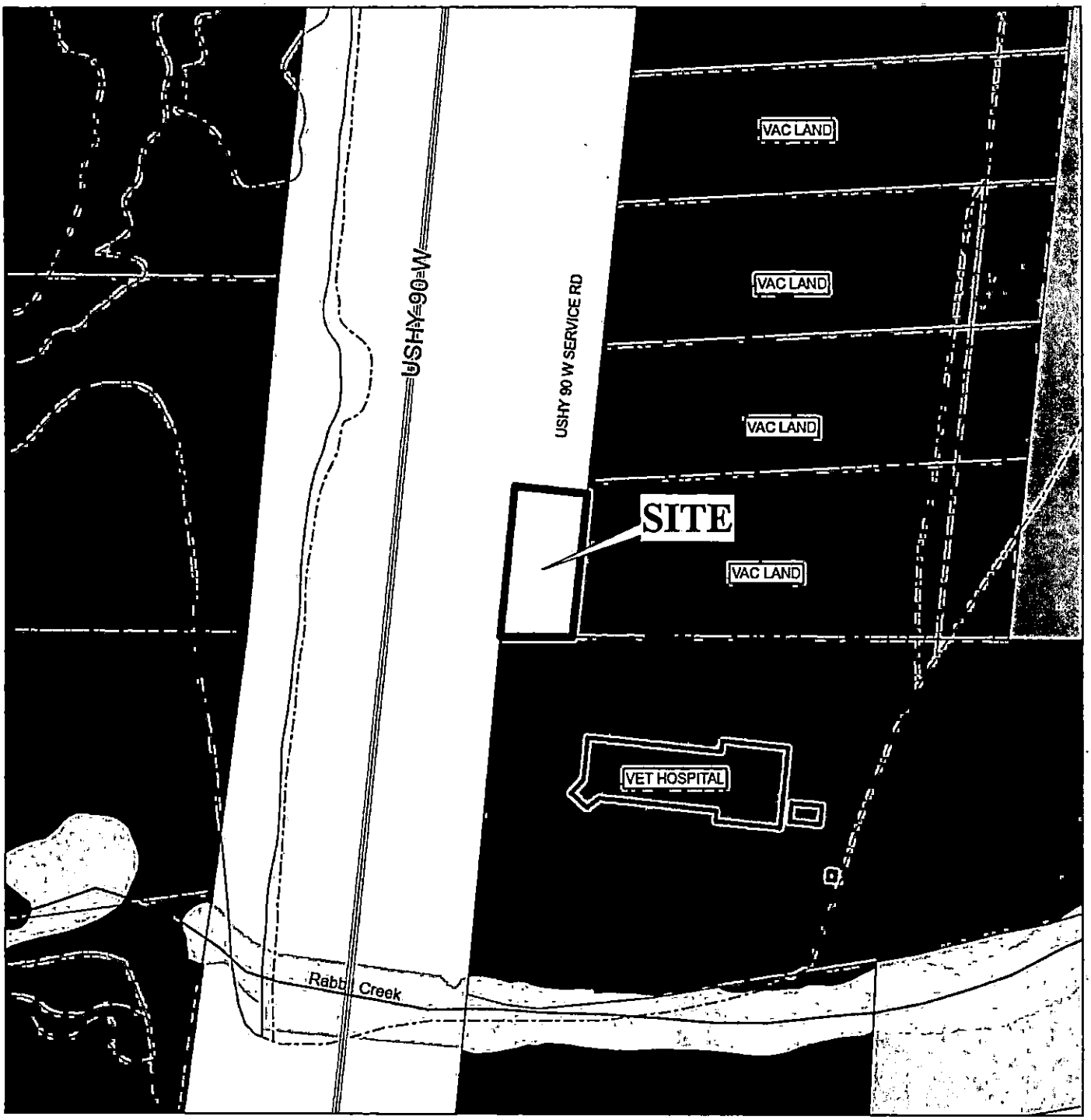
Attached are two vacation requests (Theodore Vet Hospital & Jordan Vallas). I always sent these to Chris for his approval before sending to other City departments thus beginning the process.

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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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

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Mobile, Alabama 36607

Pat: avery.com/patents

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R160323

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:8/15/2023

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.