AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, August 1, 2023, 10:30 AM

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

   Ed Connick, Public Safety Chaplain
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road, Suite 1 on September 1, 2023, from 6:00 p.m. - 9:00 p.m. (District 1)
9. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

   Sabrina Mass - address her concerns about the wording in the banned letters, the First Amendment of the Constitution, and the change of City Council rules and procedures.

   Johnnie Robinson - concerns about trash services he is paying for but, not receiving and the maintenance of the community.

   Timothy Hollis - Ordinance 02-032 regarding Council rules and a letter he received from the City Council's attorney.

   David Chaillot - safety for citizens and police not doing anything about texting and driving.

   Reggie Hill - Council oversight (ARB, Planning Commission), Neighborhood Developement, Ladd Stadium, and FY24 budget.

10. ORDINANCES HELD OVER

34-034 Ordinance to Amend Ordinance 34-028-2012 to Extend and Renew the Capital Improvement Program (sponsored by Councilmembers Penn, Carroll, Small, Daves and Gregory) (submitted by Ricardo Woods, City Attorney).

88-035 Ordinance deeming property at 109 S. Jefferson Street not now needed for public or municipal purposes and authorizing the sale (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

11. RESOLUTIONS HELD OVER

09-801 Transfer funds from General Fund Engineering Professional and Technical to Performance Contracts for Events Mobile for the Moon Pie Drop; $140,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects and Celia Sapp, Finance).

21-802 Authorize contract with Thompson Engineering, Inc., for N. Washington Ave., street and culvert repairs; $80,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-803 Authorize a contract with First Hopewell Missionary Baptist Church to repair and complete installation of sidewalks on Shelby Street; $19,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

37-804 Consider approval of a Certificate of Public Convenience and Necessity to Friends of African American Heritage Trail, Inc. to operate a shuttle service.

60-805 Authorize Settlement Agreement and Release of Claims; Bradley (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-806 Authorize Settlement Agreement and Release of Claims; Cuccias (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-807 Authorize Settlement Agreement and Release of Claims; Harvell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

12. CONSENT RESOLUTIONS BEING INTRODUCED

09-813 Transfer funds from District 2 Discretionary Funds to Parks & Recreation General Fund Account (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

03-812 Appoint Phillip Davenport to the Mobile Downtown Redevelopment Authority (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

58-814 Declare weeds noxious, Group 1644.

58-841 Authorize removal of weeds, Group 1643.

58-815 Assess Cost for removal of weeds, Weed Lien Group 1640.

60-816 Determine an appropriation to Friendship Missionary Baptist Church serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

21-842 Declare public works repair emergency and authorize the City Engineer to obtain a contract to the repair the emergency without advertisement (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

27-840 Declare the results of the District 6 Special Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

13. CIP RESOLUTIONS BEING INTRODUCED

08-817 Approve purchase order to Graybar Electric Co., Inc. for traffic signal LED lights, visors and cables for various CIP projects; $155,149.97 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-818 Authorize approval for change order with Chris Brewer Contracting, Inc. for Hillwood Rd. sidewalk project; $70,000.00 increase (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-836 Authorize contract with James H. Adams & Son Construction Co. for 2023 CIP miscellaneous drainage repairs, Group A; $944,444.00 (sponsored by Councilmembers Carroll, Small, Reynolds, District 6, & Gregory and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

14. RESOLUTIONS BEING INTRODUCED

01-819 Authorize agreement between the City and Alabama Department of Transportation for Zeigler Blvd., from Athey Rd. to Forest Hill Dr.; $18,299,308.65 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

04-820 Accept funds from The Village of Spring Hill, Inc. for Hillwood Road sidewalks; $70,000.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-821 Approve purchase order to Kucera International, Inc. for GIS base map update services; $33,250.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-822 Approve purchase order to Chargepoint, Inc. for annual renewal of electric vehicle charging station software and support services; $16,500.00

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

08-823 Approve purchase order to Environmental Systems Research Institute, Inc. for annual maintenance for mapping software for GIS; $103,380.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-824 Approve purchase order to Deere & Company for 4 John Deere utility tractors for Parks Dept.; $252,830.04 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-825 Approve purchase order to Sansom Equipment Co., Inc. for rear load garbage truck on Peterbilt chassis; $221,839.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-826 Approve order to Best Price Services, LLC for clearing of storm ditches, Cody to University, Zeigler to Old Shell; $575,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-827 Approve purchase order to Toter, LLC for garbage cart lids, wheels, and hinges; $79,650.16 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-828 Approve purchase order to North American Fire Equipment Co., Inc. for fire hose and replacements for MFRD; $26,360.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-829 Approve purchase order to Classic Paint & Body, Inc. for repair damage to Chevrolet Tahoe; $17,995.35 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-830 Approve purchase order to Jacobs Technology, Inc. for electronic equipment and installation for MPD Cyber; $161,040.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-831 Approve purchase order to 1 Source Power & Equipment for tilt trailer for Facilities Maintenance Dept.; $37,315.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-832 Authorize contract with Volkert, Inc. for professional services at Heroes Plaza; $148,914.35 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-834 Authorize contract for LexisNexis Desk Officer Reporting System; $63,900.00 (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

21-835 Authorize 3-year service contract with Fire & Safety Commodities, Inc. for fire extinguisher inspection, servicing and maintenance at various City locations; $57,135.00 total (sponsored by Mayor Stimpson) (submitted by

Cassie Boatwright, REAM Dept.).

21-837 Authorize 3-year service contract with Professional Fire Protection Services, LLC for fire suppression systems inspections at various City locations; $28,660.00 total (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-841 Authorize contract with Geotechnical Engineering Testing, Inc. to administer the construction, geotechnical/materials testing of the Three Mile Creek Greenway Trail; $23,828.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

60-838 Authorize Settlement Agreement and Release of Claims; Blackwell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. CALL FOR PUBLIC HEARINGS

41-839 Call for public hearing to modify a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North (scheduled for August 29, 2023) (District 3).

16. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

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	7/27/2023 - 10:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

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	7/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/27/2023 - 10:22 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:8/1/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mass	Cover Memo	7/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/27/2023 - 10:24 AM

Re: BANNED LETTERS, FIRST AMENDMENT, CALLING OUT CITIZENS BY NAME AND HOW WE HAVE A RIGHT TO RESPOND BACK AND CHANGE OF RULES.

City Clerk <cityclerk@cityofmobile.org>
Tue 7/25/2023 1:16 PM
To:Sabrina Mass <texast750@gmail.com>

1 attachments (111 KB)
ADDRESSINGTHECITYCOUNCIL.Fillable.pdf;

Good Afternoon,

Please fill out the attached fillable Addressing the City Council Form.

Thanks,

Katelyne Byrd
Office Assistant II
City Clerk's Office
City of Mobile
251.208.7411



From: Sabrina Mass <texast750@gmail.com>
Sent: Tuesday, July 25, 2023 1:07 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: BANNED LETTERS, FIRST AMENDMENT, CALLING OUT CITIZENS BY NAME AND HOW WE HAVE A RIGHT TO RESPOND BACK AND CHANGE OF RULES.

CAUTION: External Email

I will be addressing issues on wording in the banned letters and the misinformation on characterizing and defaming character, speaking on first amendment of the constitution, and the change of city council rules and procedures..please insert me on agenda for next meeting on Tuesday August 1..SABRINA MASS 1050 BELVEDERE CIRCLE WEST, MOBILE ALABAMA 36606. 2516564049..TY

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/27/2023 - 10:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hollis	Cover Memo	7/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/27/2023 - 10:28 AM

CITY CLERK DEPARTMENT

2023 JUL 24 PM 12:37

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: Timothy Hollis Date: 24/Jul/23

Address: 1924 Seale St

Phone: 251-402-6427 Email: timdhollis@outlook.com

Date to Address City Council: August 1, 2023

Subject and/or specific questions (must complete): 02-032 as it pertains to council rules & the declaration of independence. I also would like to speak about a letter crafted by the city council attorney, using the city seal, delivered to me.

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

It infringes on citizens rights, tax payer dollars, abuse of governmental power. These are my rights and they shall not be further infringed upon.

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Chaillot	Cover Memo	7/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/27/2023 - 10:34 AM

CityofMobile.org: Addressing City Council Submission

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

Fri 7/21/2023 4:43 PM

To:City Clerk <cityclerk@cityofmobile.org>

CITY CLERK'S OFFICE
2023 JUL 24 AM 8:35

CAUTION: External Email

Name: david b chaillot

Date To Address Council: 2023-08-01

Address: 300 n. water street,, apt 421

Email: passdave@yahoo.com

Phone: 2562838829

Subject And Specific Questions: Safety for citizens. I e Address marking, police issues

Pertain To City Business: Mobile public safety lack of Addressing in housing
Police not doing anything about texting
& driving

Signature: david b chaillot

Signature Verify: X

Agree: X

Date Submitted: 2023-07-21 16:43:39

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

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	7/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/27/2023 - 2:04 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 8/1 Agenda
Date: Thursday, July 27, 2023 1:52:21 PM

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope that you are doing well, today!

This is a formal request to be added to next week's Agenda. I will address the following:

* Council Oversight (i.e. ARB; Planning Commission; etc.)
* Neighborhood Development (i.e. Structure Declaration; Citizen Fines)
* Ladd-Peebles (parameters of 60 day due diligence period)
* FY24 Budget (i.e. Finance Report Alarms; State of the City)

The Public is fortunate to have this office working on behalf of Mobilians! See you all Tuesday.

Kindest Regards,

Reggie

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


Efforts of Harmony In a World of Discord
S4TF

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

Councilors Cory Penn, William Carroll, C. J. Small

Purpose and Scope of Project:

To change the effective date of the sunset provision to September 30, 2028 and continue to fund the CIP, infrastructure programs and economic development

Amount of Contract:

n/a

Effective Date of Contract:

8/1/2023

Funding Source

Project # Ordinance to Amend Ordinance 34-028-2012 to Extend and Renew CIP

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
ordinance	Cover Memo	7/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	7/20/2023 - 1:40 PM
Legal	Kern, Chris	Approved	7/20/2023 - 1:44 PM

Legal	Kern, Chris	Approved	7/20/2023 - 1:44 PM

34-034 2023

**ORDINANCE TO AMEND ORDINANCE 34-028-2012
TO EXTEND AND RENEW THE CAPITAL IMPROVEMENT PROGRAM ("CIP"),
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT FUNDING SOURCE**

Sponsored by: Councilmembers Cory Penn, William Carroll, C. J. Small, Joel Daves & Gina Gregory

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

SECTION ONE. Findings and Purpose

Paragraph A. By Ordinance No. 34-028, adopted October 2, 2012, the City Council increased the tax rates on sales, use and related taxes in the city limits and the police jurisdiction. The Ordinance provided that the additional tax imposed (the "Additional Tax") "shall sunset effective July 31, 2015."

Paragraph B. By Ordinance No. 34-039 adopted September 16, 2014, the City Council amended the sunset to change the effective date to September 30, 2018.

Paragraph C. By Ordinance No. 34-003 adopted February 6, 2018, the City Council amended the sunset to change the effective date to September 30, 2023.

Paragraph D. By Ordinance No. 34-017 adopted July 19, 2018, the City Council dedicated and allocated the proceeds from the Additional Tax as follows: (1) Three million dollars for a Miscellaneous Capital Improvement fund for each of the seven council districts; (2) Four million dollars for municipal buildings, infrastructure studies, and other citywide capital expenses; and (3) any amount exceeding Twenty-five Million dollars to other capital expenditures as may be approved by the Council.

Paragraph E. The City Council desires to remove the sunset from the Additional Tax.

Paragraph F. Recognizing that capital needs of the City change over time due to economic development opportunities, catastrophic storms, and other unanticipated events, the Council desires to dedicate and allocate the proceeds from the Additional Tax for a period of five (5) years. Thereafter, the Council, at its discretion, may continue the dedication and allocation as is or change as needed;

SECTION TWO. Amendment of Sunset Provision

The unnumbered section of Ordinance No. 34-028-2012, entitled "Sunset Provision" adopted October 2, 2012, amended September 16, 2014 by Ordinance No. 34-039, and February

6, 2018 by Ordinance No. 34-003, is hereby amended to change the effective date of the sunset to"September 30, 2028," so that, as amended, it reads:

SUNSET PROVISION: The additional tax imposed by this Ordinance shall sunset effective September 30, 2028.

SECTION THREE. Amendment of Dedication and Allocation of Tax Proceeds

The dedication in Ordinance 34-017 adopted July 10, 2018, is hereby amended to read as follows:

DEDICATION OF PROCEEDS. The proceeds from the Additional Tax ("Proceeds") shall be dedicated and allocated annually as follows:

(1) Four million dollars ($4,000,000.00) for each of the seven council districts, a total of Twenty-Eight million dollars ($28,000,000.00), to be placed in funds labeled as follows: "Miscellaneous Capital Improvements—District 1"; "Miscellaneous Capital Improvements—District 2"; "Miscellaneous Capital Improvements—District 3"; "Miscellaneous Capital Improvements—District 4"; "Miscellaneous Capital Improvements—District 5"; "Miscellaneous Capital Improvements—District 6"; and "Miscellaneous Capital Improvements—District 7";

(2) Four million dollars ($4,000,000) for municipal buildings, infrastructure, and other citywide capital expenses;

(3) To the extent Proceeds exceed projections based on fiscal year 2022 revenues (the "Excess"), up to four million dollars ($4,000,000.00) of the Excess may be placed in funds for city infrastructure and other city capital expenses in Community Block Grant eligible census tracks in the city limits of the City of Mobile.

(4) Any Proceeds not dedicated and allocated under (1) through (3) above shall be allocated to other capital expenditures as approved by the Council, including but not limited to, capital projects, city match for grant funded capital projects, and debt service for capital projects.

SECTION FOUR. All other sections of Ordinance 34-028-2012, adopted October 2, 2012, as amended, not in conflict with this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect after its adoption and publication as required by law.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

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
Ordinance deeming property at 109 Jefferson Street in not now needed for public or municipal purposes and authorizing the sale	Cover Memo	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	7/19/2023 - 5:27 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:33 PM

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by : Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the property at 109 S Jefferson Street hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said properties be sold to FIGURES INVESTMENTS, INC.:

109 S Jefferson Street

The lot of land bounded by a line described as beginning at a point on the East side of Jefferson Street where the North line of the property McGrath, formerly of Oberkirk, interests the East line of Jefferson Street, which point is 110 feet, more or less, North of the Northeast intersection of Church and Jefferson Streets, running thence Eastwardly along the North line of McGrath's property 107 feet, more or less, to a fence marking the East boundary line of the lot herein conveyed, thence running Northwardly along said fence and parallel or nearly so with Jefferson Street 30 feet, more or less, to the South line of property belonging to the Estate of Murphy; thence running Westwardly along the South line of said Murphy property 107 feet, more or less, to the East line of Jefferson Street; thence running Southwardly along the East side of Jefferson Street 30 feet, more or less, to the point of beginning; said property being bounded on the South by property of McGrath, on the East by a line being one-half the distance between Bayou and Jefferson Street, on the North by property of Murphy and on the West by Jefferson Street.

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Purchase Agreement when prepared for the property shown above.

SECTION THREE: The Mayor and the City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Warranty Deed when prepared for the property shown above.

SECTION FOUR: Said Purchase Agreement and Warranty Deed are by reference made a part of this ordinance as fully as if set forth herein, and a copy of such will be on file in the office of the City Clerk and in the office of the Real Estate Officer of the City of Mobile, 4th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Relya Mallory
Capital Projects Administrator
Celia Sapp,
Interim Finance Director

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To transfer $140,000.00, within the General Fund (1000), from 10043005-42200 Engineering Professional and Technical to 10049070-42080 Performance Contracts for Events Mobile to be used for the Moon Pie Drop.

Funding Source

Project # **Discretionary Funds**

Project String 1000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Special Events-Moon Pie Drop	Cover Memo	7/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	7/20/2023 - 11:02 AM
Budget	Sapp, Celia	Approved	7/20/2023 - 10:49 AM
Legal	Kern, Chris	Approved	7/20/2023 - 12:05 PM

Legal	Kern, Chris	Approved	7/20/2023 - 12:05 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $140,000.00 be transferred within the General Fund (Fund 1000) from 10043005-42200 Engineering Professional and Technical to 10049070-42080 Performance Contracts for Events Mobile to be used for the Moon Pie Drop.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:
Nick Amberger, PE, Engineering Department

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

Purpose and Scope of Project:
Approve contract with Thompson Engineering, Inc. for Engineering Services.

Amount of Contract:
$80,500.00

Funding Source

Project # C0875 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4550

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Street and Culvert Repairs	Cover Memo	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/19/2023 - 11:34 AM
Capital	Rhodes, Brenda	Approved	7/19/2023 - 12:49 PM
Legal	Kern, Chris	Approved	7/19/2023 - 3:49 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:33 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N. Washington Ave Street and Culvert Repairs
COM Project: 2023-3005-19
PROJECT #: C0875 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: $80,500.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

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** 7/19/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman 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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Thompson Engineering, Inc.
Project Name:	N. Washington Ave Street and Culvert Repairs COM Project No. 2023-3005-19
Estimated Cost:	$80,500.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

N. WASHINGTON AVE
STREET AND CULVERT REPAIRS

PROJECT NO. 2023-3005-19

ENGINEER:

THOMPSON ENGINEERING, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Thompson Engineering, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Thompson Engineering, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

LABORATORY - The commercial testing laboratory assigned to perform engineering materials testing services for this PROJECT. The LABORATORY so assigned to this PROJECT is **Thompson Engineering, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for any Task and/or Phase as set out in Section III.

PROJECT – N. WASHINGTON AVE - STREET AND CULVERT REPAIRS, City of Mobile Project No. 2023-3005-19. This is for engineering design and construction inspection of culvert repairs and associated street restoration. (See Exhibit A for approximate locations). **The professional engineering design services may include survey, design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGNEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility

of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases/Tasks:

- Design Phase
    1. Preliminary Engineering
    2. Final Engineering
- Pre-Bid to Pre-Construction Phase
    1. Bidding Assistance
- Construction Phase
    1. Construction Administration and Quality Assurance Services
- Additional Services

A. DESIGN PHASE

1. General

    a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct weekly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

    b. Requirements under this task shall include all work necessary to provide all plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

    a. Obtain existing mapping, drainage system records, easement/right of way records and/or other relevant PROJECT records/documents.

    b. Contact Alabama Line Locator service and individually contact all utility companies. Locate all utilities via 811 in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.

    c. Structural Engineering review as needed.

    d. Omit.

    e. Provide cost estimates and alternatives for construction of the PROJECT.

f. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

h. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.

i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.

j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed within the survey limits.

k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The the PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

l. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

m. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

n. Omit

o. Omit

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include plans for the replacement of the top of the existing culvert and associated street and adjoining property restorations. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at two (2) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **Preliminary Engineering Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after the Notice to Proceed is received by the ENGINEER. Plans will include details of GIS supplied information such as topography, trees, drainage structures, all utilities, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Plans shall be provided to each utility at this time. Review by Structural Engineer to be performed as needed.

   (2) **Final Engineering Submittal** (approximately 100% completion) shall be made **Two (2) weeks** after 90% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical

sections, drainage sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, bid documents will be submitted for the selected alternate. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Temporary constructon easement documents will be prepared by the City of Mobile. All pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. The review comments from the Preliminary Design Plans (90%) must be addressed and incorporated. If requested, a "Plan-in-Hand" on-site review of the work should be made prior to this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. A final review shall be made by the CITY ENGINEER prior to bidding where the review comments from the Final Engineering Submittal (100%) must be addressed and incorporated.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically

directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION PHASE

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

   a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

   b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

   c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

   d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

   e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

   f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall be unbound and contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. Omit

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

   a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

      The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

   b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

   c. If required, the CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

   d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

   e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. Omit

j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

6. Materials Testing

a. Testing frequency and procedure shall be in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

b. Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and

approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results for a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

c. During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump, air content, and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28-day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

d. Special Inspections, the LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C, in accordance with the Disbursement Schedule in Exhibit D, and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed $25,000.00 (Twenty Five Thousand Dollars and Zero Cents).

   b. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed $5,000.00 (Five Thousand Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed $4,500.00 (Four Thousand Five Hundred Dollars and Zero Cents).

c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed $30,000.00 (Thirty Thousand Dollars and Zero Cents).

d. Upon letting of the contract for construction of this PROJECT, compensation to the LABORATORY for materials testing services as described in Section III.C.6 shall be determined by the CITY ENGINEER. The LABORATORY's invoice shall be submitted with the CONTRACTOR'S monthly estimate. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C.6 of this Agreement shall not exceed $8,500.00 (Eight Thousand Five Hundred Dollars and Zero Cents).

e. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $7,500.00 (Seven Thousand Five Hundred Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT

shall not exceed $80,500.00 (Eighty Thousand Five Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

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

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

      Bodily Injury by Accident $1,000,000 each accident

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

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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

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

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that

fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

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

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

THOMPSON ENGINEERING, INC.

By:_____

Print: MATTHEW C. ROGERS, P.E.

Its: PRINCIPAL ENGINEER

Address: 2970 COTTAGE HILL RD, STE 190
MOBILE, AL 36606

Telephone: 251-666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, a Notary Public in and for said State and County, hereby certify that Matthew C. Rogers, whose name as Principal Engineer of Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 30 day of June, 2023.

_____
NOTARY PUBLIC

STEPHANIE IVEY MCALEER NOTARY PUBLIC STATE AT LARGE

My Commission Expires:

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

EXHIBIT A: PROJECT LOCATION

PROJECT LIMITS – N. Washington Ave, from St Louis St to N. Broad St



EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **N. WASHINGTON AVE - STREET AND CULVERT REPAIRS,** City of Mobile Project No. **2023-3005-19.**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (Design Phase, Pre-Bid to Pre-Construction Phase, and Construction Phase) to be paid the ENGINEER shall not exceed $80,500.00 **[Eighty Thousand Five Hundred Dollars and No Cents],** unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: ENGINEER'S SUMMARY OF HOURLY RATES

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003) ..... $292.00/hr.
Principal Engineer II (code 008)..... $272.00/hr.
Principal Engineer I (code 005)..... $225.00/hr.
Senior Engineer III (code 052) ..... $204.00/hr.
Senior Engineer II (code 051) ..... $200.00/hr.
Senior Engineer I (code 050) ..... $188.00/hr.
Project Engineer III (code 152)..... $162.00/hr.
Project Engineer II (code 151) ..... $135.00/hr.
Project Engineer I (code 150) ..... $123.00/hr.
Engineering Associate III (code 201) ..... $118.00/hr.
Engineering Associate II (code 200) ..... $114.00/hr.
Engineering Associate I (code 260) ..... $102.00/hr.

Scientist / Geologist

Principal Scientist (code 311) ..... $176.00/hr.
Senior Scientist (code 115)..... $146.00/hr.
Staff Scientist III (code 165)..... $128.00/hr.
Staff Scientist II (code 215)..... $111.00/hr.
Staff Scientist I (code 270).....$95.00/hr.

Designer / Drafter

Senior Designer III (code 658) ..... $132.00/hr.
Senior Designer II (code 657) ..... $120.00/hr.
Senior Designer I (code 656) ..... $103.00/hr.
Designer III (code 654) .....$93.00/hr.
Designer II (code 652) .....$91.00/hr.
Designer I (code 651) .....$79.00/hr.

Technician

Senior Materials Specialist (code 515) ..... $140.00/hr.
Materials Specialist (code 514) ..... $104.00/hr.
Senior Technician (code 506) .....$91.00/hr.
Technician III (code 503) .....$73.00/hr.
Technician II (code 502) .....$69.00/hr.
Technician I (code 501) .....$66.00/hr.

Inspector

Senior Inspector (code 706) .....$95.00/hr.
Inspector II (code 702).....$78.00/hr.
Inspector I (code 701).....$62.00/hr.

Specialist

Senior Specialist (code 399) ..... $141.00/hr.
Staff Specialist III (code 299) ..... $121.00/hr.
Staff Specialist II (code 351) ..... $100.00/hr.
Staff Specialist I (code 271) .....$83.00/hr.
Field Assistant (code 500) .....$62.00/hr.

Project Manager

Principal Project Manager (code 001)..... $230.00/hr.
Senior Project Manager (code 112)..... $175.00/hr.
Project Manager (code 162)..... $133.00/hr.
Project Coordinator II (code 250)..... $116.00/hr.
Project Coordinator I (code 252).....$87.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002) ..... $208.00/hr.
Registered Consultant (code 307) ..... $177.00/hr.
Senior Consultant (code 313)..... $150.00/hr.
Project Consultant (code 309)..... $130.00/hr.
Staff Consultant II (code 357)..... $118.00/hr.
Staff Consultant I (code 359)..... $102.00/hr.

Surveyor

Professional Land Surveyor II (code 604) ..... $158.00/hr.
Professional Land Surveyor I (code 605) ..... $133.00/hr.
Drone Data Processor (code 601) ..... $110.00/hr.
Drone Pilot (code (602) ..... $110.00/hr.
Surveyor, Party Chief (code 603)..... $110.00/hr.
Surveyor, Instrument Man (code 606) .....$73.00/hr.
Surveyor, Rodman (code 607).....$61.00/hr.

Administrative

Documentarian II (code 797).....$87.00/hr.
Documentarian I (code 798).....$80.00/hr.
Administrative Assistant II (code 799).....$70.00/hr.
Administrative Assistant I (code 800).....$65.00/hr.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase:

Preliminary Engineering (90%).....$25,000.00

Final Engineering (100%).....$5,000.00

Pre-Bid to Pre-Construction Phase:

Bidding Assistance $4,500.00

Construction Phase:

Construction Administration and QA Services.....$30,000.00

Materials Testing (Laboratory) Services.....$8,500.00

Additional Services (If requested in writing by the City Engineer).....$ 7,500.00

Total Contract Amount including Additional Services $ 80,500.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2023

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

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

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLO 3534778	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab.						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	BAP 3534779	1/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	WC 3534777	1/1/2023	2/1/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

N. WASHINGTON AVE STREET AND CULVERT REPAIRS
PROJECT NO. 2023-3005-19

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P. O. Box 1827
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David J Durden

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2023

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

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

PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 60412890 **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)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP8S42687023NF	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/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			C1D697230701	1/1/2023	2/1/2024	Per Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: Umbrella Coverage above; policy number CUP8S42687023NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 1/1/2023 to 2/1/2024. Umbrella is follow form these policies.
N. Washington Ave; Street and Culvert Repairs; Project No. 2023-3005-19

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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City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-19 Current Date 7 / 10 / 23

Project Description N Washington Ave - Street and Culvert Repairs

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a Contract for engineering design and construction inspection services that are specialized and the proposal fee amounts are small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 7/10/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) July 10, 2023 (Date)

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Relya Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor
William Carroll, District 2

Purpose and Scope of Project:

To allocate $19,500.00 in the Capital Improvements Fund (2000) Capital Project D0014; Capital Discretionary-District 2 for a Performance Contract to First Hopewell Missionary Baptist Church for the installation of sidewalk panels on Shelby Street.

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	7/20/2023
Hopewell Contract	Cover Memo	7/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Mallory, Relya	Approved	7/20/2023 - 11:19 AM
Capital	Mallory, Relya	Approved	7/20/2023 - 11:35 AM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, installation of sidewalk panels promote walkability for residents, and enhancement of safety of travel and, thereby benefitting the public good; and

WHEREAS, First Hopewell Missionary Baptist Church plans to repair and complete the installation of sidewalk panels located on Shelby Street; and

WHEREAS, helping fund the construction, repair and installation of this sidewalk is a good, proper and justifiable use of public resources.

BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $19,500.00 from Capital Project D0014 Capital Discretionary-District 2 (Fund 2000); to First Hopewell Missionary Baptist Church, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, that this action is necessary to perform essential minimum functions of the Council, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

ADOPTED: _____

_____
City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT
DISCRETIONARY FUND – COUNCILMEMBER WILLIAM CARROLL

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **FIRST HOPEWELL MISSIONARY BAPTIST CHURCH,** a not-for-profit entity organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City desires to provide Nineteen Thousand Five Hundred Dollars NO/100, ($19,500.00) to the First Hopewell Missionary Baptist Church for the funding of a Sidewalk Repair and Improvement Project, to be advanced from D0014 Capital Discretionary fund District 2; and

WHEREAS, the Project involves a total cost of $19,500, including the repair, and in some areas, complete installation of sidewalk panels located on Shelby Street; and

WHEREAS, the City desires to provide funding for the Project because the repairs and improvements will promote walkability, enhance the safety of travel along said section of Shelby Street for residents of Mobile pursuing recreational and travel opportunities, and will, thereby, serve a public purpose.

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **NINETEEN THOUSAND AND FIVE HUNDRED DOLLARS AND NO/100 ($19,500.00),** payable for the period from the execution of this Agreement to **September 30, 2023.** Said funds will be disbursed in a single payment which shall result from written requests to be delivered to the City's Accounting Department.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

Said funds shall be used exclusively for the Shelby Street Repair and Improvement Project to repair and/or replace sidewalks on the City right of way on Shelby Street. In the event the Project is cancelled, or the funds not used, all or in part for this Project, First Hopewell Missionary Baptist Church will refund to City the unexpended balance within sixty (60) days.

The Contractor shall provide to City's Accounting Department an activity report and financial report upon the completion of its services performed under this Agreement. Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

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

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an

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

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **Discretionary Fund of District Two.** If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

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

Workers' Compensation/Employer's Liability:

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

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

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

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

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

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

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover 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: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance (Consultants only):

1. Projects $0 - $1,000,000 $1,000,000 /$2,000,000 annual aggregate
   Projects over $1,000,000 to be determined by Owner

F. Builders Risk Insurance (Contractors only):

1. The Contractor shall carry for the City, himself, and all Subcontractors Builder's Risk Insurance to cover the full amount of the Contract during construction, fabrication or erection of any equipment. Such coverage shall be written on "All Risk" basis.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorney fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: **City Attorney**
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor:

First Hopewell Missionary Baptist Church
664 Shelby Street
Mobile, AL 36610

First Hopewell Missionary Baptist Church will obtain lien waivers from its contractors prior to First Hopewell Missionary Baptist Church's payment to the contractors, and if requested will provide copies to the City. First Hopewell Missionary Baptist Church will not permit any lien to attach to any property of City, and shall indemnify City for all related costs to cure in the event of said action.

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of **Alabama Immigration Law** (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

Contractor's signatory below represents the she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

FIRST HOPEWELL MISSIONARY BAPTIST CHURCH

BY _____

Its Authorized Agent

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplemental said information.

FIRST HOPEWELL MISSIONARY BAPTIST CHURCH

BY _____

Its Authorized Agent

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Lamar Brady whose name as **AUTHORIZED AGENT OF FIRST HOPEWELL MISSIONARY BAPTIST CHURCH,** a non-profit entity, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 21st day of July, 2023

(SEAL)

STEVEN ZUTZ
My Commission Expires
NOTARY PUBLIC
08-28-2023
ALABAMA STATE AT LARGE

_____
Notary Public
State of Alabama At-Large
My Commission Expires: 08/28/2023

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

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
packet	Cover Memo	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/6/2023 - 2:27 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Friends of African American Heritage Trail, Inc. to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 24, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Friends of African American Heritage Trail, Inc. for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, KARLOS F. FINLEY, individually or on behalf of FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:
FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL, INC.

Mobile Business Address: 355 N. ANN ST., 36603

Telephone: _____ Trade Name (d/b/a): DFFAAHT

II. Business Information

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

Birthdate: _____ SSN: _____

Mobile Residence:

_____

Address code City State Zip

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

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

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

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

Business Address: 355 N. ANN ST., MOBILE, AL 36603

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

CHAPTER 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttles, limousine, carriage, charter, or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's office on the 9th floor of Government Plaza, 205 Government Street or printed from the City of Mobile website: www.cityofmobile.org

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **Applicant, when you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make Checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Police Dept. to review the application and the information provided therein. The Police Dept. shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the police department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council.** (www.cityofmobile.org → Government Tab → Municipal Code).

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks; For more information contact the City Clerk's Office at 208-7411

(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL, INC.			

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

Name	Date	Amount	Location	Disposition
N/A				

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

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week 9-5pm

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: FORD	Year: 2016	Model: T-350 TRANSIT
Make: FREIGHTLINER	Year: 2011	Model: CHASSIS
Make:	Year:	Model:
Make:	Year:	Model:

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

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

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Karlos Finley
Applicant's Signature

NAME OF ENTITY:

FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL, INC

By: KARLOS F. FINLEY
Its PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME THIS
22 **DAY OF** June, 2023

Lana Pafenbach-Gauthier
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
LANA PAFENBACH-GAUTHIER
My Commission Expires
April 28, 2025

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: KARLOS F. FINLEY

Nickname(s) or Maiden Name: _____

Current Address: 501 MONROE ST.

Previous Address: _____

Personal Description:

Height: 6'

Weight: 215 lbs.

Hair Color: BLK/GRY

Eye Color: BROWN

Social Security Number:

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Karlos Finley

Signature

6/22/23

Date signed

(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: _____

Date of Birth: _____ Social Security #: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
N/A			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

N/A

Give nature of all transactions or acts giving rise to these judgements.

N/A

Give name and location of court in which judgements were entered and date entered.

N/A

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Karla Smith — **Signature**

6/22/23 — **Date Signed**

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	FINLEY, KARLOS FITZGERALD		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	58
Weight:	220	**Eyes:**	BROWN
Height:	6'00"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

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

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD

CHECKED BY: [signature]
DATE: 6/22/2023

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : finley

First_Name : karlos

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
1870704493901	1870704939	7/26/1987	FINLEY, KARLOS FITZGERALD		UNKNOWN LOCATION, UNKNOWN,	SYSTEM CONVERSION,	CONV	1951 ST STEPHENS UNKNOWN,	DISORDERLY CONDUCT - (SPECIFY CONDUCT) RESISTING ARREST.

1 Records Selected

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2023

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

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

PRODUCER	CONTACT / PHONE / FAX / E-MAIL
NORTHEAST AGENCIES 7349 IBM DR STE 103, CHARLOTTE, NC 28262	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DORA FRANKLIN FINLEY AFRICAN HERITAGE TRAIL PO BOX 40926 MOBILE, AL 36640-0000	INSURER A : Progressive Specialty Insurance Company	32786
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 467053871182595208D042523T214753 **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:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	04220294	10/19/2022	10/19/2023	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	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					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	$

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

CERTIFICATE HOLDER

Mobile County Commission
The 8th Floor South Tower
205 Government St
Mobile, AL 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pruett

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NORTHEAST AGENCIES		DORA FRANKLIN FINLEY AFRICAN HERITAGE TRAIL PO BOX 40926 MOBILE, AL 36640-0000
POLICY NUMBER		
04220294		
CARRIER	NAIC CODE	EFFECTIVE DATE: 10/19/2022
Progressive Specialty Insurance Company	32786	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$100,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2016 FORD T-350 TRANSIT W 1FBAX2CM5GKB17148	
Collision	$1,000 Ded
Comprehensive	$500 Ded
Medical Payments	$2,000
Rental Reimbursement	$40 Per Day ($1,200 Max)
Roadside Assistance	Selected w/$0 Ded
2011 FREIGHTLINER CHASSIS 4UZACPDT6BCBB8526	
Collision	$1,000 Ded
Comprehensive	$500 Ded
Medical Payments	$2,000
Rental Reimbursement	$40 Per Day ($1,200 Max)

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Mobile County Commission is listed as an Additional Insured on this commercial auto policy.

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MOBILE ALABAMA

Anticipated Start Date _____

Complete and return form to:
Revenue Department
P.O. Box 3065, Mobile, AL 36652-3065
Phone: 251-208-7462 Fax: 251-208-7954
Email: revenue@cityofmobile.org

BUSINESS LICENSE / TAX APPLICATION

Application Type: ☐ NEW ☐ NAME CHANGE ☐ OWNER CHANGE ☐ LOCATION CHANGE

BUSINESS INFORMATION

Legal Business Name: FRIENDS of AFRICAN AMERICAN HERITAGE TRAIL

Principal Business Activity & Product: HISTORIC TOURS & HISTORIC GALLERY

Will business be conducted under another name (DBA)? ☐ NO ☑ YES

If DBA applies, please specify trade name (DBA): DORA FRANKLIN FINLEY AFRICAN-AMERICAN HERITAGE TRAIL

Physical Address (Where the business is physically located & doing business from): 355 N. ANN ST

City: MOBILE	State: AL	Zip Code: 36603
Business Phone: 251-725-2236	Cell Phone: N/A	Email: info@dffaaht.org
Contact Person & Title: KARLOS FINLEY, PRES	Phone: 251-533-2174	Email: karlos.finley@gmail.com

Mailing Address: 355 N. ANN ST.

City: MOBILE	State: AL	Zip Code: 36603

Federal Tax ID (FEIN) #: 27-1720928	State of Alabama Tax #:

Business Structure / Form of Organization:

☐ SOLE PROPRIETORSHIP ☐ CORPORATION ☐ LLC
☐ PARTNERSHIP ☒ NON-PROFIT CORPORATION ☐ PROFESSIONAL ASSOCIATION
☐ OTHER (Please specify): _____

FILL IN LAND/BUILDING INFO IF PHYSICAL LOCATION IS IN THE CITY OR IT'S POLICE JURISDICTION:

Land / Building ☐ OWN ☒ RENT **If rent, provide a copy of lease & owner information below:**

Property Owner Name: HISTORIC FRANKLIN HOUSE GALLERY		Phone: 251-725-2236
Address: 355 N. ANN ST		
City: MOBILE	State: AL	Zip Code: 36603

BUSINESS OWNER / APPLICANT INFORMATION

Owners, Partners or Officers (attach separate sheet if necessary): *Copy of Driver's Licenses Must Be Provided*

Name: KARLOS FINLEY	Title: PRES, BoD	Contact #:
Date of Birth: 2-7-65	Driver's License:	SS #:
Address:		
City: MOBILE	State: AL	Zip Code: 36602

Name: CHERYL FRANKLIN	Title: VICE PRES BoD	Contact #:
Date of Birth 50	Driver's License #:	SS #:
Address:		
City: MOBILE	State: AL	Zip Code: 36606

BUSINESS LICENSE / TAX APPLICATION (PAGE 2)

LICENSING / APPLICABLE TAXES

Business Operated From: ☐ HOME ☑ STORE FRONT OR OFFICE

Physical Location: ☑ CITY ☑ POLICE JURISDICTION ☐ OUTSIDE CITY LIMITS AND POLICE JURISDICTION

Tax Types:

☐ SALES TAX	☐ RENTAL TANGIBLE PERSONAL PROPERTY TAX	☐ BUSINESS LICENSE (ANNUAL)
☐ CONSUMER'S USE TAX	☐ LODGING TAX	☐ RENTING RESIDENTIAL PROPERTY
☐ SELLER'S USE TAX	☐ WINE TAX	*Please Complete Page 3 Property List*
	☐ TOBACCO TAX	☐ LIQUOR PURCHASE TAX

Tax Filing Frequency (must match your State of AL filing frequency):

☐ MONTHLY ☐ QUARTERLY ☑ ANNUALLY ☐ SEMI-ANNUALLY ☐ OTHER

Business Type:

☑ RETAIL	☐ WHOLESALE	☐ CONTRACTOR	☑ SERVICE / PROFESSIONAL
☐ MANUFACTURER	☐ RENTAL (tangible goods)	☑ RENTAL PROPERTY	☐ OTHER

A separate application is needed if the business will be selling alcohol.

# of Employees _____ Enrolled in E-Verify? ☐ Yes ☐ No

If no, please visit www.e-verify.gov

CERTIFICATION AND SIGNATURE

By signing this license application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or are lawfully present in the US.
In addition, by signing below, you acknowledge that you cannot operate this business in the City of Mobile or its Police Jurisdiction until this business license application is approved and a business license is issued.

signature required:

Signature of Owner/Applicant: K Finley **Date:** 6/23/23

Printed Name: KARLOS F. FINLEY **Title:** PRES BoD

Name of person completing Application KARLOS F. FINLEY Title PRES BoD

FOR HELP WITH CALCULATION OF LICENSE AMOUNT, PLEASE CONTACT OUR OFFICE

LICENSE AND FEE CALCULATION

Effective Date:

Your Temporary Business License is good for 60 days Only.

After your first 60 days of business, a 60 day affidavit will be due. This will be used to project your annual gross which will be used in calculating the amount due for the first years business license.
You will receive a bill for any amount due less the initial amount paid.

IF YOU DO NOT TURN IN THE AFFIDAVIT AND OR PAY ANY ADDITIONAL AMOUNT DUE, YOU WILL BE OPERATING WITHOUT A LICENSE.

Note: All licenses expire Dec. 31st. To avoid penalty and interest all must be renewed prior to Feb. 1st. with the exception of insurance which must be renewed by March 1st.

NAICS

Minimum License Amount		$
Issue Fee		$ 10
Zoning Fee	*$8.00*	$
Total Amount Due with Application:		$

If you need help with this application please contact 251-208-7462

APPLICATION REVIEW (OFFICE USE ONLY)

Code Compliance:		Account #
Application Reviewed By:	Date:	Date 60 day temp. Lic. Issued:
Business License #		Date 60 day affidavit due:
Business License Issued By:		Territory - _____

FORM A

Name: KARLOS F. FINLEY Account #_____

Business Name: FRIENDS OF AFRICAN AMERICAN HERITAGE TRAIL, INC.

Business Location and Tax ID No.: 355 N. ANN ST. MOBILE, AL 36603 27-1720928

For Official Use Only	FORM A
Citizenship status confirmed by _____	Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, KARLOS F. FINLEY *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 6/23/23

K Finley

Declarant's Signature

FORM B

Name: _____ Account #_____

Business: _____

Business Location and Tax ID No.: _____

For Official Use Only	**FORM B**
Presumptive alien status confirmed by _____	**Date** _____
SAVE Verification received by _____	**Date** _____

Verification, Demonstration and Declaration of Lawfully Present Alien

A. **SAVE Verification.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction with the City of Mobile, Alabama, he/she must be verified, using the Systematic Alien Verification of Entitlement (SAVE) Program, **to confirm** that such alien is lawfully present in the United States.

In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____; and (2) a **copy of non-citizen immigration documents.**

B. **Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of the following items.

Note: if the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ **A valid, unexpired Alabama driver's license.**
- ☐ **A valid, unexpired Alabama non-driver identification card.**
- ☐ **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- ☐ **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- ☐ **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- ☐ **A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, _____, ***(print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien of the United States of America.***

Date _____ _____

Declarant's Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

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 Linda Bradley

Amount of Contract:

n/a

Effective Date of Contract:

8/1/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - L Bradley

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 the Settlement Agreement and Release of Claims - L Bradley	Resolution Letter	6/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/18/2023 - 3:12 PM

Legal	Kern, Chris	Approved	7/19/2023 - 3:48 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 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 Linda Bradley, 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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

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 Michael Cuccias and Heather Cuccias

Amount of Contract:

n/a

Effective Date of Contract:

8/1/2023

Funding Source

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

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 - Cuccias	Resolution Letter	7/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/20/2023 - 10:17 AM
			7/20/2023 -

Legal	Kern, Chris	Approved	11:28 AM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 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 Michael Cuccias and Heather Cuccias, 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:8/1/2023

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 Taylor Harvell

Amount of Contract:

n/a

Effective Date of Contract:

8/1/2023

Funding Source

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

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 - Harvell	Resolution Letter	7/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/19/2023 - 12:25 PM
			7/19/2023 - 3:48

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 2:34 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 Taylor Harvell, 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:8/1/2023

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember William Carroll

Purpose and Scope of Project:
Funds will be used to assist with the back-to-school backpack drive at the Sullivan Center

Amount of Contract:
$800.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE PARKS & RECREATION	Cover Memo	7/21/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	7/21/2023 - 1:08 PM

60- 2023

R E S O L U T I O N

Sponsored by: *William Carroll, Councilmember District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $800.00 be transferred from the District 2 General Fund, Discretionary Account DSC-04, from General Fund Account 10041020-42200 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the back-to-school backpack drive at the Sullivan Center.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember William Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	7/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/27/2023 - 1:45 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Phillip Davenport is appointed fill an unexpired term to the Mobile Downtown Redevelopment Authority for a term ending November 12, 2027.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	8 Cases
Council District 2	William Carroll	7 Cases
Council District 3	C J Small	2 Cases
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	1 Case
Council District 6	Sandy Stimpson	1 Case
Council District 7	Gina Gregory	2 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1644

Effective Date of Contract:

8/1/2023

Funding Source

Project # Weed Lien Group 1644 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1644	Backup Material	7/26/2023
resolution	Cover Memo	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			7/27/2023 - 1:30

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **July 26, 2023**

SUBJECT: WEED LIEN GROUP **1644**

Attached, please find Assessment Lists for Weed Lien Group Number **1644** 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): 8/1/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/5/2023

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): 8/3/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 8/17/2023

LEGAL NOTICE ADS: 8/23/2023-8/30/2023

POSTING DATE: 8/29/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1644	Res. No.
8/1/2023	LOTS TO BE DECLARED	58-
9/5/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2668 Murrell Lane	25930	27238		1	
2	563 Sunnyvale Ct	31651	27240		5	
3	7103 10th St	25755	27241		7	
4	5377 Moffett Road	32096	27245		7	
5	97 Center Dr	25200	27246		6	
6	1163 Amsterdam St	21844	27247		2	
7	1324 Congress St	30483	27248		2	
8	1211 Rotterdam St	25463	27249		2	
9	2427 Creek Cir Dr N	32168	27250		1	
10	2651 Faure Dr S	32198	27252		4	
11	402 St Charles Ave	25614	27253		2	
12	400 St Charles Ave	30374	27254		2	
13	474 McCarley St	32203	27255		1	
14	315 Burton Ave	26057	27256		1	
15	272 St Charles Ave	25594	27257		2	
16	2672 Hayles St	25942	27258		1	
17	2672 Murrell Lane	25928	27260		1	
18	2006 Stockton Dr	25458	27262		3	
19	1571 Plover St	25470	27263		2	
20	1154 Arlington St	21815	27265		3	
21	461 Creek Cir Dr W	24819	27266		1	
22	2660 Murrell Lane	25932	27267		1	
				$ -		

District total for this group	
1	8
2	7
3	2
4	1
5	1
6	1
7	2
	22

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Gary Fontenot 07/26/23

Marchetta Jaite 7/26/23

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 #1644** 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 **5th 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:8/1/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/31/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/31/2023 - 2:38 PM

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 1643** 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

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **June 21, 2023**

SUBJECT: WEED LIEN GROUP **1643**

Attached, please find Assessment Lists for Weed Lien Group Number **1643** 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): 6/27/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 8/1/2023

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): 6/29/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 7/13/2023

LEGAL NOTICE ADS: 7/19/2023-7/26/2023

POSTING DATE: 7/25/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1643	Res. No.
6/27/2023	LOTS TO BE DECLARED	58-
8/1/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	603 Williams St	31346	25664		2	
2	1951 St Stephens Rd	24710	25665		1	
3	2971 Cottage Hill Rd	21786	25666		5	
4	2071 Foster Lane	22209	25667		3	
5	1310 Linwood Dr	25019	25668		3	
6	2455 Second Ave	28143	25669		1	
7	1553 Plover St	31237	25670		2	
8	1083 Dauphin Island Pkwy	31272	25671		3	
9	550 Dexter Ave	12504	25672		2	
10	508 Holcombe Ave	30324	25673		2	
11	2059 Gimon Cir S	30240	25674		3	
12	1069 Wellington St	24151	25675		1	
13	2107 Felix St	24573	25676		1	
14	1104 Partridge St	28555	25677		2	
15	1120 Partridge St	24765	25678		2	
16	2018 Tucker St	11609	25679		1	
17	403 Robbins St	29417	25680		2	
18	1060 Etta Ave	24876	25681		1	
19	765 Donald St	24847	25682		1	
20	2406 Brewton Ave	24827	25683		1	
				$ -		

District total for this group	
1	8
2	7
3	4
4	0
5	1
6	0
7	0
	20

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Larry Lockhart 6/22/23

Marchetta Waite 6-22-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	3 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	3 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	2 Case
Council District 6	Sandy Stimpson	1 Case
Council District 7	Gina Gregory	5 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1640

Effective Date of Contract:

8/1/2023

Funding Source

Project # Weed Lien Group 1640 **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 1640	Backup Material	7/26/2023
resolution	Cover Memo	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			7/27/2023 - 1:41

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
July 24, 2023

Lot Owner: **AYLER ROBERT C II**

Address: **2312 PENNINGON ST**

City, State, Zip: **MOBILE, AL 36617-2666**

Group Number: **1640** Item # **2**

Lot Description: **LOT 4 RESUB OF GREERS SUB UNIT 2 MBK 13 P 35 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 288.XXX) 2061 TUCKER ST**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,211	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	40	$	7.00	$	280.00
		Total Project Cost:			$	455.00

Shelia Dean
SECRETARY

Marchetta Dale
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **HILL CORNELIUS & CARRIE C**

C/O DEWAYNE HILL

Address: **603 GOLDEN AVE**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1640** Item # **3**

Lot Description: **LOTS 28 & 29 STRAUSS & SULLIVANS 1ST ADD TO PRICHARD DBK 156 PG 266 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 095.XXX) 603 GOLDEN AVE**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		10,079	$	0.0125	$	125.99
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		7	$	3.00	$	21.00
Debris Removal	Cubic Yard	40	$	7.00	$	280.00
		Total Project Cost:			$	476.99

Shellia Dean
SECRETARY

Margaretta Davis
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **HILL CORNELIUS & CARRIE**

C/O DEWAYNE HILL

Address: **603 GOLDEN AVE**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1640** Item # **4**

Lot Description: **LOTS 35 & 36 STRAUSS & SULLIVAN 1ST ADD TO PRICHARD DBK 156 P 266 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 090.XXX) 0 GOLDEN AVE**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	10,000	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		4	$	3.00	$	12.00
Debris Removal	Cubic Yard	64	$	7.00	$	448.00
		Total Project Cost:			$	635.00

Shelia Dean
SECRETARY

Marquette Davis
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 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: **1640** Item # **5**

Lot Description: **LOT 9 BLK 7 OLLINGER & STEIN SUB DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 200.XXX) 1569 POLK ST**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,200	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	20	$	7.00	$	140.00
		Total Project Cost:			$	315.00

Shelia Dear
SECRETARY

Marsheta Jarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
July 24, 2023

Lot Owner: **DCR INVESTMENTS INC**

Address: **12626 HILLARD JENKINS RD**

City, State, Zip: **LOXLEY, AL 36551**

Group Number: **1640** Item # **6**

Lot Description: **LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 065.XXX) 704 SOUTH CAROLINA ST**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,500	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	30	$	7.00	$	210.00
		Total Project Cost:			$	388.00

Shelia Dear
SECRETARY

Marquetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **GENESIS REDEVELOPMENT & CONSTRUCTION CORPORATION**

Address: **195 SOUTH MAIN ST**

City, State, Zip: **AKRON, OH 44308**

Group Number: **1640** Item # **7**

Lot Description: **THE S 86 FT OF LOTS 11 & 12 & THE W 10 FT OF THE S 86 FT OF LOT 10 BLK 18 OF TOULMIN TRT DBK 112 N S P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 064.01X) 1213 ROTTERDAM ST**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,658	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		15	$	3.00	$	45.00
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	465.00

Sheila Dean
SECRETARY

Marchetta Daute
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
July 24, 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: **1640** Item # **8**

Lot Description: **LOT 1 MWPIO SUBDIVISION MBK 92 PAGE 98 LESS AND EXCEPT THAT PART INTO PUBLIC RIGHT OF WAY (29 10 38 0 005 170.XXX) 559 VIRGINIA ST**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023
Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,000	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	15	$	7.00	$	105.00
		Total Project Cost:			$	280.00

Sheila Dean
SECRETARY
Marchetta Dante
INSPECTOR
Tony Lockett
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
July 24, 2023

Lot Owner: **USAAUS LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691**

Group Number: **1640** Item # **9**

Lot Description: **LOT 10 DALEVIEW MBK 6 PGS 533-534 #SEC 51 T4S R1W #MP29 09 51 0 004 (29 09 51 0 004 166.XXX) 3057 KENDALE DR**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,060	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 Dear
SECRETARY

Marchetta Joule
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **TURNER ADDIE**

Address: **4160 WORTHINGTON DR**

City, State, Zip: **NORTH HIGHLAND, CA 95660**

Group Number: **1640** Item # **10**

Lot Description: **COMG AT NW COR OF ANN & LYONS STS & RUN NLY ALG W/L OF ANN ST 50 FT FOR FRONT & EXTENDING BACK WLY WITH EQUAL WIDTH 120 FT FOR DEPTH BEING LOT 3 BLK 75 CAMP GROUND TRT DBK 99/243 #SEC 10 T4S R1W #MP29 06 40 0 006 (29 06 40 0 006 056.XXX) 401 ANN ST**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,000	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 Dean
SECRETARY

Marguerite Wade
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 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: **1640** Item # **11**

Lot Description: **LOT 15 BLK 4 DIXIELAND BABY FARMS MBK 5 P 439-440 #SEC 18 T4S R2W #MP28 04 18 4 002 (28 04 18 4 002 048.01X) 285 BISHOP PHILLIPS AVE**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		15,160	$	0.0125	$	189.50
Adminitration Fee	Each	0	$	50.00	$	-
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	647.50

Shelia Dean
SECRETARY

Margaretta Tarte
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **HGM HOLDINGS LLC**
C/O MEDLOCK MANAGEMENT

Address: **575 E LOCUST AVE STE 120**

City, State, Zip: **FRESNO, CA 93720**

Group Number: **1640** Item # **12**

Lot Description: **LOT 18 BLK 7 GREENWICH HILLS PART F MBK 10 PG 252 #SEC 35 T4S R2W #MP28 07 35 2 002 (28 07 35 2 002 099.XXX) 654 HALIFAX DR**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,392	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 Dean
SECRETARY

Maghetta Joyce
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **JONES LELAND W & BARBARA O JONES**

Address: **5254 LOTT RD**

City, State, Zip: **EIGHT MILE, AL 36613-9108**

Group Number: **1640** Item # **15**

Lot Description: **LOT 18 BLK 2 FOREST ACRES SUB MBK 5 PGS 73-74 #SEC 04 T4S R2W #MP28 02 04 1 000 (28 02 04 1 000 010.XXX) 5800 HELEN ST**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		18,467	$	0.0125	$	**230.84**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	50	$	7.00	$	**350.00**
		Total Project Cost:			$	**633.84**

Shelia Dean
SECRETARY

Marghetta Taite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **HENNIS MICHAEL**

Address: **4804 CHAUDRON DR**

City, State, Zip: **MOBILE, AL 36618-2131**

Group Number: **1640** Item # **16**

Lot Description: **LOT 59 ACCD TO SUBD LOTS 17 18 19 & 20 OF FOREST HILL SUBD AS PER PLAT OF SAID RESUBD MADE BY DURANT ENGINEERING COMPANY JANUARY 27 1942 MBK 3 P 651-3 #SEC 11 T4S R2W #MP28 01 11 3 000 (28 01 11 3 000 062.XXX) 4804 CHAUDRON DR**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	13,834	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 Dean
SECRETARY

Marchetta Jaulé
INSPECTOR

Jay Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **LAMBERT ALPHOSE JR**

Address: **8581 PALMER WOODS DR**

City, State, Zip: **SEMMES, AL 36575**

Group Number: **1640** Item # **17**

Lot Description: **LOT 12 BLK 36 HILLSDALE HGT S 2ND ADD PLAT BK 11 P 32 #SEC 8 T4S R2W #MP28 04 17 2 001 (28 04 17 2 001 003.XXX) 564 ROSLYN DR**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: N/A Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,311	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 Dean
SECRETARY

Marchetta Jute
INSPECTOR

Gary Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 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: **1640** Item # **18**

Lot Description: **LOTS 21 & 22 BATTOTTI PLACE DBK 93/428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 233.XXX) 2400 RAILOROAD ST**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023
Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		13,079	$	0.0125	$	**163.49**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**359.49**

Shelia Dean
SECRETARY

Marguerite Tate
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

July 24, 2023

Lot Owner: **TIMMONS MARION & CHANCEY TIMMONS**

Address: **1931 WOLF RIDGE RD**

City, State, Zip: **MOBILE, AL 36618-1418**

Group Number: **1640** Item # **19**

Lot Description: **LOT 5 BLK E (F B BROWN SUB) DBK 75 P 259 SURVEY OF PART OF DIV 7 OF OSG & E DIV ST LOUIS TRT #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 323.XXX) 2250 GREEN STREET**

Nuisance Date: 2/14/2023 Posting Date: 3/14/2023 Hearing Date: 3/21/2023

Date lot was cut: 7/19/2023 Contractor: Mr. Ryan Wiliams

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,478	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

Sheila Dean
SECRETARY

Machetta Tuale
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 1640** 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:8/1/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with their Back to School Bash

Amount of Contract:

$200.00

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 - FRIENDSHIP MISSIONARY BAPTIST CHURCH	Cover Memo	7/21/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	7/21/2023 - 2:28 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 **$200.00** to Friendship Missionary Baptist Church., from her discretionary funds*; and

WHEREAS, Friendship Missionary Baptist Church, 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 Friendship Missionary Baptist Church, *will be used to assist with their Back to School Bash.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$200.00** to* Friendship Missionary Baptist Church*, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:
Ricardo Woods, City Attorney

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	8/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/1/2023 - 8:40 AM

21-842 2023

RESOLUTION DECLARING PUBLIC WORKS REPAIR EMERGENCY

Sponsored by: Mayor William S. Stimpson

WHEREAS, Code of Alabama 1975, Section 39-2-2 (e) provides an exception to the requirement for the advertisement of public works contracts in case of "emergency affecting public health, safety, or convenience which would result from delay"; and

WHEREAS, the City Engineer has determined that there is an emergency drainage repair issue wherein excessive rains and ground water have undermined the roads base causing an asphalt failure at a location on Grenadier Court in the Windsor Subdivision in District 6. There is a need for immediate repair. There is a potential risk of damage to property and persons and jeopardize the health and safety of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that pursuant to Section 39-2-2 (e) of the Code of Alabama, 1975, that, as of July 31, 2023, at 8:00 a.m., a public works "emergency affecting public health, safety or convenience" has existed as stated above warranting immediate remedial action.

BE IT FURTHER RESOLVED that the City Engineer is authorized to obtain a public works contract for the repair and remediation of the above emergency without advertisement.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/1/2023 - 9:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for traffic signals, LED lights, visors, and cables for various CIP projects for Traffic Engineering.
CIP.

Amount of Contract:

$155,149.97

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230721 Graybar Agenda Package POs	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:37 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
11902, 11908, 11911, 11915	2023	(2060) TRAFFIC ENGINEERING	TRAFFIC SIGNALS, LED LIGHTS, VISORS, AND CABLES FOR VARIOUS CIP PROJECTS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$155,149.97	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011902-00 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: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIAPARTRNERS MASTER AGREEMENT EV2370 AND YOUR QUOTE 0243899041			
001	SIGNAL, TRAFFIC,12 INCH, ALUMINUM, 3 SECTION, TUNNEL VISOR, MUTCD COMPLIANT RED, YELLOW, GREEN LED LENS, YELLOW SIGNAL HANGER, ENTRANCE HEAD, BOTTOM CLOSURE, POWDER COATED GLOSS BLACK FACE YELLOW BODY Vendor Item	14.00 EACH	463.33000	6486.62
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			6486.62
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00011902-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	MCCAIN TRAFF VISOR-ALMBLK	42.00 EACH	0.00000	0.00
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MCCAIN TRAFF LEDRDBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			.00

Bill To	Requisition 00011902-00 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: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MCCAIN TRAFF LEDYELBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011902-00 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: Approved Page 4

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
005	MCCAIN TRAFF LEDGRNBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	MCCAIN TRAFF PELSE5089-P29	14.00 EACH	95.24000	1333.36
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			1333.36

Bill To	Requisition 00011902-00 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: Approved Page 5

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	NAT'L STRAND 1/4 EHS-A-7W-RNSP-CUT-REEL 1/4 EHS STRAND ASTM-A475 500'FT COIL Vendor Item	2.00 EACH	158.11000	316.22
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			316.22
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING			

Bill To	Requisition 00011902-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
008	5/16 EHS-A-7W-5000- R-BAT S5/16 EHS 7W A475-5K-BAT 250'COIL Vendor Item	2.00 EACH	147.97250	295.95
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			295.95
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	3/8 EHS-A-7W5000R-NSP CUT REEL 3/8 EHS STRAND ASTM-A475 250' COIL Vendor Item	2.00 EACH	179.73000	359.46
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			359.46

Bill To	Requisition 00011902-00 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: Approved Page 7

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	8780- CUT REEL 14-2 STR TC IMSA TYPE 50-2 LOOP LEAD-IN 2500' REEL Vendor Item	1.00 EACH	1121.00000	1121.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			1121.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011902-00 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: Approved Page 8

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
011	8302 14/2 STR IMSA TYPE 20-1 2500'FT REEL Vendor Item	1.00 EACH	852.65000	852.65
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			852.65
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	8304 14/4 STR IMSA TYPE 20-1 2000' FT REEL Vendor Item	1.00 EACH	1246.90000	1246.90
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			1246.90

Bill To	Requisition 00011902-00 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: Approved Page 9

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
013	8307 14/7 STR IMSA TYPE 20-1 2000' FT REEL Vendor Item	1.00 EACH	2092.80000	2092.80
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			2092.80
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011902-00 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: Approved Page 10

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
014	181W1SPEDDRIL LEDBK	8.00 EACH	310.14000	2481.12
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			2481.12
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
015	Mount, Clam Shell Assy, Black	8.00 EACH	100.00000	800.00
	MCCAIN-M27164			
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			800.00

Bill To	Requisition 00011902-00 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: Approved Page 11

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
016	MCCAIN TRAFF BULLDOGPBS-B ***Item Note:*** Push Button Bulldog Add-On Option Kit Black / INCLUDES UNIVERSAL MOUNT Does not include Pedestrian Sign Vendor Item	8.00 EACH	162.71000	1301.68
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0794 .OPERSUPPLS. .			1301.68
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			

Bill To	Requisition 00011902-00 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: Approved Page 12

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 18687.76

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

Account			Amount	Remaining Budget
E C0794	.OPERSUPPLS.	.	18687.76	66612.24

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	18687.76	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	07/06/23	JENNIFER WHITE	
Approved	07/20/23	JENNIFER WHITE	
Approved	07/06/23	BRENDA RHODES	
Approved	07/06/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/06/23	RELYA MALLORY	Auto approved by: 910511034
Approved	07/20/23	BRENDA RHODES	
Approved	07/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/20/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	07/14/23	SANDRA LEWIS	
Rejected	07/14/23	SANDRA LEWIS	need working specs
Approved	07/20/23	DONALD ROSE	Auto approved by: 910518227

Bill To	Requisition 00011902-00 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: Approved Page 13

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/20/23	SANDRA LEWIS			
	Approved	07/20/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	07/20/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011908-00 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: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MASTER AGREEMENT EV2370 OMNIAPARTNERS AND YOUR QUOTE 0243899026 LAST LINE QUANTITY WAS CHANGED DUE TO FUNDING ISSUES OFF OF REQ 11915			
001	SIGNAL, TRAFFIC,12 INCH, ALUMINUM, 3 SECTION, TUNNEL VISOR, MUTCD COMPLIANT RED, YELLOW, GREEN LED LENS, YELLOW SIGNAL HANGER, ENTRANCE HEAD, BOTTOM CLOSURE, POWDER COATED GLOSS BLACK FACE YELLOW BODY Vendor Item	14.00 EACH	463.33000	6486.62
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			6486.62

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00011908-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	MCCAIN TRAFF VISOR-ALMBLK	42.00 EACH	0.00000	0.00
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MCCAIN TRAFF LEDRDBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			.00

Bill To	Requisition 00011908-00 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: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MCCAIN TRAFF LEDYELBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011908-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
005	MCCAIN TRAFF LEDGRNBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	8780- CUT REEL 14-2 STR TC IMSA TYPE 50-2 LOOP LEAD-IN 2500' REEL	1.00 EACH	1121.00000	1121.00
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			1121.00

Bill To	Requisition 00011908-00 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: Approved Page 5

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
011	8302 14/2 STR IMSA TYPE 20-1 2500'FT REEL Vendor Item	1.00 EACH	852.65000	852.65
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			852.65
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011908-00 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: Approved Page 6

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
012	8304 14/4 STR IMSA TYPE 20-1 2000'	1.00	1246.90000	1246.90
	FT REEL	EACH		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			1246.90
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
013	8307 14/7 STR IMSA TYPE 20-1 2000'	1.00	2092.80000	2092.80
	FT REEL	EACH		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			2092.80

Bill To	Requisition 00011908-00 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: Approved Page 7

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
014	181W1SPEDDRIL LEDBK	8.00 EACH	310.14000	2481.12
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			2481.12
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011908-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 8

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
015	Mount, Clam Shell Assy, Black MCCAIN-M27164 Vendor Item	8.00 EACH	100.00000	800.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0293 .OPERSUPPLS. .			800.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
016	MCCAIN TRAFF BULLDOGPBS-B ***Item Note:*** Push Button Bulldog Add-On Option Kit Black / INCLUDES UNIVERSAL MOUNT Does not include Pedestrian Sign Vendor Item	8.00 EACH	162.71000	1301.68
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00011908-00 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: Approved Page 9

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E C0293 .OPERSUPPLS. .			1301.68

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

017	AS-0125-3-84-PNC MAST ARM SIGNAL MOUNT	28.00 EACH	200.55000	5615.40

Additional Description Notes
---
14 WAS ADDED FROM REQ 11915 DUE TO FUNDING ISSUES
Vendor Item

1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0293 .OPERSUPPLS. .			5615.40

Bill To	Requisition 00011908-00 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: Approved Page 10

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 21998.17

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

Account			Amount	Remaining Budget
E C0293	.OPERSUPPLS.	.	21998.17	2314.56

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	21998.17	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	07/20/23	SANDRA LEWIS	GL Allocation, GL Allocation,
CCancelled	07/20/23	SANDRA LEWIS	GL Allocation changed
Approved	07/06/23	JENNIFER WHITE	

Bill To	Requisition 00011908-00 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: Approved Page 11

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/20/23	JENNIFER WHITE			
	Approved	07/20/23	JENNIFER WHITE			
	Approved	07/06/23	BRENDA RHODES			
	Approved	07/06/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/06/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	07/20/23	BRENDA RHODES			
	Approved	07/20/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/20/23	RELYA MALLORY		Auto approved by: 910511034	
	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	
	Unknown	07/14/23	SANDRA LEWIS			
	Rejected	07/14/23	SANDRA LEWIS		need working specs	
	Approved	07/21/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	07/21/23	SANDRA LEWIS			
	Approved	07/21/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	07/21/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011911-00 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: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MASTER AGREEMENT WITH OMNIPARTNERS EV2370 AND YOUR QUOTE 0243898460			
001	SIGNAL, TRAFFIC,12 INCH, ALUMINUM, 3 SECTION, TUNNEL VISOR, MUTCD COMPLIANT RED, YELLOW, GREEN LED LENS, YELLOW SIGNAL HANGER, ENTRANCE HEAD, BOTTOM CLOSURE, POWDER COATED GLOSS BLACK FACE YELLOW BODY Vendor Item	14.00 EACH	463.33000	6486.62
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			6486.62
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00011911-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	MCCAIN TRAFF VISOR-ALMBLK	42.00 EACH	0.00000	0.00
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MCCAIN TRAFF LEDRDBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			.00

Bill To	Requisition 00011911-00 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: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MCCAIN TRAFF LEDYELBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011911-00 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: Approved Page 4

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
005	MCCAIN TRAFF LEDGRNBALL-IL	14.00 EACH	0.00000	0.00
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	8780- CUT REEL 14-2 STR TC IMSA TYPE 50-2 LOOP LEAD-IN 2500' REEL	1.00 EACH	1121.00000	1121.00
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			1121.00

Bill To	Requisition 00011911-00 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: Approved Page 5

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
011	8302 14/2 STR IMSA TYPE 20-1 2500'FT REEL Vendor Item	1.00 EACH	852.65000	852.65
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			852.65
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011911-00 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: Approved Page 6

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
012	8304 14/4 STR IMSA TYPE 20-1 2000'	1.00	1246.90000	1246.90
	FT REEL	EACH		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			1246.90
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
013	8307 14/7 STR IMSA TYPE 20-1 2000'	1.00	2092.80000	2092.80
	FT REEL	EACH		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			2092.80

Bill To	Requisition 00011911-00 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: Approved Page 7

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
014	181W1SPEDDRIL LEDBK	8.00 EACH	310.14000	2481.12
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			2481.12
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011911-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 8

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
015	Mount, Clam Shell Assy, Black MCCAIN-M27164 Vendor Item	8.00 EACH	100.00000	800.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			800.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
016	MCCAIN TRAFF BULLDOGPBS-B ***Item Note:*** Push Button Bulldog Add-On Option Kit Black / INCLUDES UNIVERSAL MOUNT Does not include Pedestrian Sign Vendor Item	8.00 EACH	162.71000	1301.68
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00011911-00 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: Approved Page 9

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E C0343 .OPERSUPPLS. .			1301.68
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
017	AS-0125-3-84- PNC MAST ARM SIGNAL MOUNT Vendor Item	14.00 EACH	200.55000	2807.70
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			2807.70
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING			

Bill To	Requisition 00011911-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 10

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 19190.47

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

Account			Amount	Remaining Budget
E C0343	.OPERSUPPLS.	.	19190.47	56053.24

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	19190.47	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	07/06/23	JENNIFER WHITE	
Approved	07/20/23	JENNIFER WHITE	
Approved	07/06/23	BRENDA RHODES	
Approved	07/06/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/06/23	RELYA MALLORY	Auto approved by: 910511034
Approved	07/20/23	BRENDA RHODES	
Approved	07/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/20/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	07/14/23	SANDRA LEWIS	
Rejected	07/14/23	SANDRA LEWIS	need working specs
Approved	07/20/23	DONALD ROSE	Auto approved by: 910518227
Approved	07/20/23	SANDRA LEWIS	
Approved	07/20/23	JOHN PAINE	Auto approved by: 910518227

Bill To	Requisition 00011911-00 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: Approved Page 11

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 07/20/23 MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00011915-00 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: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER THE OMNIAPARTNERS COOPERATIVE EV2370 AND YOUR QUOTE 0243679127			
001	SIGNAL, TRAFFIC,12 INCH, ALUMINUM, 3 SECTION, TUNNEL VISOR, MUTCD COMPLIANT RED, YELLOW, GREEN LED LENS, YELLOW SIGNAL HANGER, ENTRANCE HEAD, BOTTOM CLOSURE, POWDER COATED GLOSS BLACK FACE YELLOW BODY	83.00 EACH	463.33000	38456.39
	Additional Description Notes			
	VENDOR SHALL INCLUDE THE VISORS, LEDRD BALL, LEDYEL BALL LED GRN BALL WITH THE PURCHASE OF THE 121W3SYELHOUS SINGALUM			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			38456.39
	Ship To			
	ELECTRICAL			
	854 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DIANNA LOVE			
	Deliver To			
	TRAFFIC ENGINEERING			

Bill To	Requisition 00011915-00 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: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
002	MCCAIN TRAFF VISOR-ALMBLK	249.00 EACH	0.00000	0.00
	Additional Description Notes --- INCLUDED FROM LINE 1 Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MCCAIN TRAFF LEDRDBALL-IL	83.00 EACH	0.00000	0.00
	Additional Description Notes ---			

Bill To	Requisition 00011915-00 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: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	THIS IS INCLUDED IN LINE 1 Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MCCAIN TRAFF LEDYELBALL-IL	83.00 EACH	0.00000	0.00
	Additional Description Notes --- THIS IS INCLUDED IN LINE 1 Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			.00

Bill To	Requisition 00011915-00 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: Approved Page 4

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	MCCAIN TRAFF LEDGRNBALL-IL	83.00 EACH	0.00000	0.00
	Additional Description Notes --- THIS IS INCLUDED IN LINE 1 Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			

Bill To	Requisition 00011915-00 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: Approved Page 5

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	MCCAIN TRAFF PELSE5089-P29	97.00 EACH	95.24000	9238.28
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			9238.28
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	NAT'L STRAND 1/4 EHS-A-7W-RNSP-CUT-REEL 1/4 EHS STRAND ASTM-A475 500'FT COIL	5.00 EACH	158.11000	790.55
	Vendor Item			

Bill To	Requisition 00011915-00 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: Approved Page 6

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0294 .OPERSUPPLS. .			790.55

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

008	5/16 EHS-A-7W-5000- R-BAT S5/16	5.00	147.97250	739.86
	EHS 7W A475-5K-BAT 250'COIL	EACH		
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0294 .OPERSUPPLS. .			739.86

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To

Bill To	Requisition 00011915-00 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: Approved Page 7

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	3/8 EHS-A-7W5000R-NSP CUT REEL 3/8 EHS STRAND ASTM-A475 250' COIL Vendor Item	3.00 EACH	179.73000	539.19
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			539.19
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	8780- CUT REEL 14-2 STR TC IMSA TYPE 50-2 LOOP LEAD-IN 2500' REEL Vendor Item	2.00 EACH	852.65000	1705.30
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			1705.30

Bill To	Requisition 00011915-00 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: Approved Page 8

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
011	8302 14/2 STR IMSA TYPE 20-1 2500'FT REEL Vendor Item	2.00 EACH	852.65000	1705.30
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			1705.30
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011915-00 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: Approved Page 9

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
012	8304 14/4 STR IMSA TYPE 20-1 2000'	3.00	1246.90000	3740.70
	FT REEL	EACH		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			3740.70
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
013	8307 14/7 STR IMSA TYPE 20-1 2000'	3.00	2092.80000	6278.40
	FT REEL	EACH		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			6278.40

Bill To	Requisition 00011915-00 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: Approved Page 10

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
014	181W1SPEDDRIL LEDBK	56.00 EACH	310.14000	17367.84
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			17367.84
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00011915-00 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: Approved Page 11

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
015	Mount, Clam Shell Assy, Black	56.00 EACH	100.00000	5600.00
	MCCAIN-M27164			
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0294 .OPERSUPPLS. .			5600.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
016	MCCAIN TRAFF BULLDOGPBS-B ***Item	56.00 EACH	162.71000	9111.76
	Note:*** Push Button Bulldog Add-On Option Kit Black / INCLUDES UNIVERSAL MOUNT Does not include Pedestrian Sign			
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00011915-00 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: Approved Page 12

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	C0294 .OPERSUPPLS. .			9111.76

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 95273.57

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

Account	Amount	Remaining Budget
E C0294 .OPERSUPPLS. .	95273.57	681.41

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	95273.57	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	07/19/23	SANDRA LEWIS	GL Allocation changed
CCancelled	07/20/23	SANDRA LEWIS	GL Allocation, GL Allocation,

Bill To	Requisition 00011915-00 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: Approved Page 13

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	075199				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	CCancelled	07/20/23	SANDRA LEWIS		Requisition item removed chang	
	CCancelled	07/20/23	SANDRA LEWIS		GL Allocation changed	
	Approved	07/06/23	JENNIFER WHITE			
	Approved	07/19/23	JENNIFER WHITE			
	Approved	07/20/23	JENNIFER WHITE			
	Approved	07/20/23	JENNIFER WHITE			
	Approved	07/06/23	BRENDA RHODES			
	Approved	07/06/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/06/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	07/19/23	BRENDA RHODES			
	Approved	07/19/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/19/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	07/20/23	BRENDA RHODES			
	Approved	07/20/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/20/23	RELYA MALLORY		Auto approved by: 910511034	
	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	
	Unknown	07/14/23	SANDRA LEWIS			
	Rejected	07/14/23	SANDRA LEWIS		need working specs	
	Approved	07/21/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	07/21/23	SANDRA LEWIS			
	Approved	07/21/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	07/21/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

GraybaR
works to your advantage

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication. networking. wireless. security. electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government



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Accept Decline

organization to maximize savings on the products you need while reducing procurement time.

- **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**
  City of Kansas City, MO | EV2370

VIEW CONTRACT DOCUMENTATION | CONTACT US

Benefits of OMNIA Partners & Graybar

Commitment: It is Graybar's corporate commitment to make the contract, available through OMNIA Partners, the most cost-effective and efficient option for public agencies.

Value: The program offers our best overall value to a state and local government agency. Our experience has shown we typically save an agency 5% or more on their total spend when compared to the agency's existing strategy. The Graybar cooperative contract also includes a Volume Incentive Program (details found in Master Agreement Appendix C), providing additional value through utilization of the program.

Savings: Graybar works with key suppliers to negotiate reduced costs wherever possible on frequently purchased items in the core list provided. For items frequently purchased by multiple agencies, our proposal targets 5 - 10% savings to the participants assuming a consistent mix of product purchases.

Service: Customized service and personal integrity are the foundations upon which Graybar builds the trusting, long-term relationships required in today's business environment. With over 2,000 customer service and sales representatives, Graybar is able to service OMNIA Partners participants across North America.

Partnership: An alliance with Graybar will result in a "strategic partner" that is focused on administrating a contractually compliant program that will reduce OMNIA Partner's participants overall material acquisition costs.

Efficiency: Our proven reliability means that you can count on Graybar to deliver continuity of operations no matter what the circumstances. The scalability inherent in our approach will enable us to provide seamless service.

Solutions and Services

Electrical Products & Services

- **Electrical:** A complete and comprehensive offering of wholesale electrical supplies such as, but not limited to:
  - Conduit, Wire, Boxes, Fittings, Devices, Enclosures, Fuses, Power Distribution and Control and Related General Electrical Materials

- **Lighting:** A complete and comprehensive offering of wholesale lighting products such as, but not limited to:
  - Lamps, Ballasts, Fixtures, Controls, all related Lighting and LED Products

(please reference EV2370 Appendix B-1, & C for Pricing/Cost details)

Value Added Services: Assessment, Repair, Renovation, Installation, Testing, Inventory, Emergency, Training and other related services.

Related Maintenance, Repair and Operation (MRO) and Other Products: A complete and comprehensive offering of related wholesale MRO and other products to support agency-specific needs

Communication/Security Products and Services

Data / Communication, Networking & Wireless: A complete and comprehensive offering of wholesale data/communication, networking, and wireless supplies such as, but not limited to:
- Networking & Wireless, Copper/Fiber Cabling, Connectivity and Termination, Power Backup & Power Protection, Racks, Cabinets and Enclosures, Raceway, and Wire-Way

Security: A complete and comprehensive offering of wholesale security products such as, but not limited to:
- Cameras, Monitoring, Entrance Protection, Fire, and Intrusion

(please reference EV2370 B-2, & C for Pricing/Cost details)

Emergency Preparedness Solutions

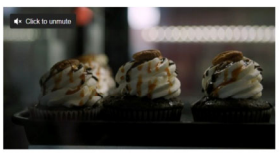
While disasters or emergencies are not something we like to think about, the reality is they happen — and Graybar is prepared. We have the locations, processes and products available to assist our public agencies in the event of an emergency or disaster. As a leading distributor of electrical, lighting, data/communications, networking and security products, Graybar helps its customers power, network and secure their facilities with speed, intelligence, and efficiency. Graybar can quickly provide the materials necessary in an emergency situation to set up command centers, power-up shelters, set up security systems, repair or replace damaged electrical, lighting and communication systems.

Case Studies

Graybar Is Helping Local Utilities Deliver Broadband to Rural America

Rural communities continue to find ways to obtain high-speed, reliable broadband internet, and post-pandemic lifestyles have elevated the need. In Arkansas, Clarksville Connected Utilities saw firsthand the opportunities broadband can bring rural communities.

READ CASE STUDY HERE



Contact Information

omniapartners@graybar.com
1-800-Graybar

SUPPLIER WEBSITE

DocuSign Envelope ID: 3A8D7C48-36E9-4F63-AB55-C4CF2A976027

DS MW DS KG

MODIFICATION OF CONTRACT

1. Modification No.:1 Effective Date: 02-01-23	2. Contract EV2370 Effective Date: 02-01-18
3. Senior Procurement Officer: Mia Wilson Telephone Number: (816) 513-0778	5. Supplier – Name and Address GRAYBAR ELECTRIC COMPANY INC ATTN: JEFF PESKUSKI 11885 LACKLAND ROAD ST. LOUIS, MISSOURI 63146 630-640-4905
4. Issued By **CITY OF KANSAS CITY, MISSOURI** Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

ELECTRICAL,LIGHTING,DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS,SERVICES AND SOLUTIONS

Contract **EV2370** is renewed for two (2) years, February 1, 2023 to January 31, 2025 by exercising the options to renew, the authority for which is contained in Section 3 of the CONTRACT.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2370** remain unchanged.

8. City of Kansas City, Missouri

By: Darrell Everette, CPSM,MBA

DocuSigned by:
Darrell Everette
DE6901B73458419...

Manager of Procurement Services

This Day: 11/28/2022

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:8/1/2023

Submitted by:
Nick Amberger, P.E. City Engineer

Sponsored by:
Mayor William S. Stimpson and Councilmember Daves

Purpose and Scope of Project:
To accept Change Order No. 1 increasing the original contract by $70,000.00; the total contract amount will change from $387,852.00 to $457,852.00 with Chris Brewer Contracting, Inc., amount of the contract $457,852.00 (with increase)

Amount of Contract:
$70,000.00

Funding Source

Project # C0781 **Discretionary Funds**

Project String 20002000-48010 **Contract Number:**4404

Budget Amendment **REDUCE** **INCREASE** $70,000.00

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Sidewalk repairs	Cover Memo	7/20/2023
Change Order Request Form	Cover Memo	7/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/20/2023 - 4:35 PM
Capital	Rhodes, Brenda	Approved	7/21/2023 - 10:48 AM
Legal	Kern, Chris	Approved	7/26/2023 - 5:01 PM

Mayors Office	Barber, James	Approved	7/27/2023 - 3:38 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves– District 5

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, Change Order No. 1 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part hereof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company: Chris Brewer Contracting, Inc.

Project Name: Hillwood Rd. Sidewalk Project
City of Mobile Project No. 2023-3005-07
Change Order No. 1

Estimated Cost: $70,000.00

Adopted:

_____
City Clerk

CHANGE ORDER NUMBER 1 DATE _____

PROJECT NAME AND NUMBER Hillwood Rd. Sidewalk Project ; Project No. 2023-3005-07

AT _____

TO Chris Brewer Contracting, Inc.
PO Box 70211
Mobile, AL 36607

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated April 25, 2023 .

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	$	0.00
Estimated Under Run (Attachment "B")	$	0.00
Additional Items (Attachment "C")	$	70,000.00
Original Contract Price	$	387,852.00
Net total of Previous Change Orders	$	0.00
Previous Revised Contract	$	387,852.00
THIS CHANGE ORDER NUMBER 1 (ADD)	$	70,000.00
Revised Contract Price this Date	$	457,852.00

Extension of time resulting from this change order 15

BY:

_____
Mayor

ATTEST:

_____
City Clerk

_____
City Engineer

ACCEPTED BY:

_____
Owner/President

ATTEST:

_____
Witness/Secretary

_____
Date

APPROVED BY:

_____

July 19, 2023

City of Mobile
Engineering Department
Attn: Nick Amberger
PO Box 1827
Mobile, AL 36633

RE: Hillwood Rd. Sidewalk Project
City of Mobile Project No. 2023-3005-07

Dear Mr. Amberger,

Enclosed are the supporting documents for Change Order No. 1 for the above referenced project. This was a Private/Public sidewalk project that resulted from a Private Residential Initiative for the construction of new ADA compliant sidewalks. The original scope was to construct new sidewalks on Hillwood Rd. from Wimbledon Rd. to Old Shell Rd. Other items of work included concrete curb and gutter and driveway aprons. The triangular shaped landscape island at the intersection of Hillwood Rd. and Old Shell Rd. was not in the original scope of the project.

During construction, the Private Residential Initiative took interest in widening the project scope to include improvements to the landscape island. A cost estimate was provided by the contractor, Chris Brewer Construction, Inc. and is included herein. The funding of $70,000.00 for this additional effort will be provided by the Private Residential Initiative.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-6071.

Sincerely,

Tammy Olivero

Tammy Olivero, P.E.
Engineering Manager

CC: File

ATTACHMENT C
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ADDITIONAL ITEMS

OWNER: CITY OF MOBILE, ALABAMA

Chris Brewer Contracting, Inc.
PO Box 70211
Mobile, AL 36607

TITLE: Hillwood Rd. Sidewalk Project
2023-3005-07

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			QUANTITIES		ADDITIONAL ITEMS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
600A-100	Mobilization	LS						1	$2,200.00
740A-100	T.C.Plan	LS						1	$750.00
740A-200	Traffic Control	LS						1	$3,000.00
206C-100	Remove 5'x80' Of Sidewalk	LS						1	$600.00
711A-100	Relocate 3 Signs	LS						1	$450.00
206D-102	Curb Removal 120 LF	LS						1	$1,080.00
206C-100	6' x 8' Asphalt Removal	LS						1	$720.00
206C-101	2' x 20' Asphalt Removal	LS						1	$600.00
206C-102	8' X 11' Asphalt Removal	LS						1	$1,320.00
641V-100	Reset (2) Water Valves & Boxes	LS						1	$700.00
641V-200	Reset (1) Meter & Box	LS						1	$350.00
622A-100	Reset (2) Manholes	LS						1	$1,000.00
999-100	Relocate Irrigation	LS						1	$1,000.00
618A-100	3-6'x8' Bullnoses	LS						1	$9,500.00
618A-200	5'x65' Sidewalk w/ 6" Curb On One Side	LS						1	$3,600.00
618C-100	2-New Handicap Ramps w/ Truncated Domes	LS						1	$3,000.00
623B-100	New Curb - 280 LF Type N	LS						1	$9,800.00
623B-200	Ribbon Curb - 90 LF	LS						1	$3,150.00
623B-300	Pavers - 1000 SF	LS						1	$22,360.00
301A-100	B Base 8"	LS						1	$4,820.00
	TOTALS				$0.00		$0.00		$70,000.00

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 1 = $70,000.00

ENGINEER: Tammy Olivero

CONTRACTOR: C.B.

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Hillwood Rd. Sidewalk Project

PROJECT NUMBER: 2023-3005-07

The attached change order number 1 to contract with Chris Brewer Contracting, Inc.

dated April 25, 2023 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

Tammy Olivers
ENGINEER OR CONSULTANT

City Engineer

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 7/21/2023

CHANGE ORDER: ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Chris Brewer Contracting, Inc.

DISTRICT#: Select Item. 5

DEPT. PROJECT#: 2023-3005-07

REQUEST: Please (add) / subtract $ 70,000.00 from Capital Project#/Title: C0781 Hillwood Rd. Sidewalk to contract# 4404.

Total amount of Change Order: $ 70,000.00

Current contract amount: $ 387,852.00

Revised contract amount: $ 457,852.00

Comments: Change Order is for the pending Approval for ~~of~~ resolution for the acceptance Contribution of funds from The Village of Spring Hill, Inc.

Lashay Williams
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers William Carroll, C.J. Small, Ben Reynolds, District 6 and Gina Gregory.

Purpose and Scope of Project:

To approve contract with James H. Adams & Son Construction Co. for drainage repairs.

Amount of Contract:

$944,444.00

Funding Source

Project # C0816 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4558

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Drainage Repairs	Cover Memo	7/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/26/2023 - 12:45 PM
Capital	Rhodes, Brenda	Approved	7/26/2023 - 1:59 PM
Legal	Kern, Chris	Approved	7/27/2023 - 1:13 PM
Mayors Office	Barber, James	Approved	7/27/2023 - 3:39 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2023 CIP Miscellaneous Drainage Repairs Group A
COM Project: 2023-3005-08
PROJECT #: C0816 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Drainage Repairs

CONTRACT AMOUNT: $944,444.00

VENDOR NAME: James H. Adams & Son Construction Co.

VENDOR NUMBER: 11578

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 7/26/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers William Carroll, C. J. Small, Ben Reynolds,
District 6, and Gina Gregory

WHEREAS, bids for drainage repairs for districts 2,3,4,6 and 7 were received and opened on June 21, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from James H. Adams & Son Construction Co., in the amount of $944,444.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by James H. Adams & Son Construction Co.

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

Name of Company: James H. Adams & Son Construction Co.

Project Name: 2023 CIP Miscellaneous Drainage Repairs Group A (D#2,3,4,6&7)

Project Number: 2023-3005-08

Amount: $944,444.00

Adopted:

_____

City Clerk



2023 CIP MISCELLANEOUS DRAINAGE REPAIRS GROUP A

PROJECT NO. 2023-3005-08

BID DATE – JUNE 21, 2023

SET 1

CONTENTS

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Bid Bond IV

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Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

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Tax Exemption ..... Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, JUNE 21, 2023 and then publicly opened and read in the Government Plaza Atrium for constructing:

Project No:	2023-3005-08
Project:	2023 CIP Miscellaneous Drainage Repairs Group A
Project Description:	Drainage Repairs

Plans and contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of two-hundred dollars ($200.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on June 16, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on June 14, 2023 at 11:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2023 CIP MISCELLANEOUS DRAINAGE REPAIRS GROUP A**, City of Mobile Project No. **2023-3005-08**, in the City of Mobile, Alabama".

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2023 CIP Miscellaneous Drainage Repairs Group A, City of Mobile Project No. 2023-3005-08**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

CONTRACT SCHEDULE

Addendum No. 1 Revision

June 16, 2023

JA

THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
BASE BID:						
1	201A-100	CLEARING AND GRUBBING	1	LS	$ 48,179.00	$ 48,179
2	206C-000	REMOVING CONCRETE SIDEWALK	30	SQ YD	$ 20.00	$ 600
3	206C-002	REMOVING CONCRETE SLOPE PAVING	200	SQ YD	$ 20.00	$ 4000
4	206C-010	REMOVING CONCRETE DRIVEWAY	85	SQ YD	$ 20.00	$ 1700
5	206D-000	REMOVING PIPE	87	LF	$ 20.00	$ 1,740
6	206D-003	REMOVING CURB AND GUTTER	700	LF	$ 20.00	$ 14,000
7	206D-011	REMOVING FENCE	160	LF	$ 10.00	$ 1,600
8	206E-001	REMOVING INLETS	4	EACH	$ 450.00	$ 1,800
9	206E-002	REMOVING JUNCTION BOXES	2	EACH	$ 450.00	$ 900
10	206E-042	REMOVING INLETS (PARTIAL)	15	EACH	$ 450.00	$ 6,750
11	206E-044	REMOVING JUNCTION BOXES (PARTIAL)	4	EACH	$ 450.00	$ 1,800
12	210D-011	BORROW EXCAVATION (A4 OR BETTER)	500	CU YD	20.00	10,000
13	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.1" THRU 2.0" THICK)	600	SQ YD	$ 30.00	$ 18,000
14	429P-000	ASPHALT PATCHING (INCLUDES BASE, BINDER, WEARING)	160	SQ YD	$ 50.00	$ 8,000
15	429A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D, APPROXIMATELY 165 POUNDS PER SQUARE YARD	55	TON	$ 300.00	$ 16,500
16	505E-001	PERMANENT STEEL SHEET PILING	400	SQ FT	$ 28.00	$ 11,200
17	530B-001	22" SPAN, 14" RISE ROADWAY PIPE (CLASS 3 R.C.)	36	LF	$ 100.00	$ 3,600
18	530E-003	36" ROADWAY PIPE (HDPE)	26	LF	$ 150.00	$ 3,900
19	533A-100	30" STORM SEWER PIPE (CLASS 3 R.C.)	40	LF	$ 150.00	$ 6,000
20	600A-001	MOBILIZATION WITH TRAFFIC CONTROL, SITE 1	1	LS	$ 4,000.00	$ 4,000
21	600A-002	MOBILIZATION WITH TRAFFIC CONTROL, SITE 2	1	LS	$ 6,000.00	$ 6,000
22	600A-003	MOBILIZATION WITH TRAFFIC CONTROL, SITE 3	1	LS	$ 10,000.00	$ 10,000
23	600A-004	MOBILIZATION WITH TRAFFIC CONTROL, SITE 4	1	LS	$ 4,000.00	$ 4,000

CONTRACT SCHEDULE

THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
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3	206C-002	REMOVING CONCRETE SLOPE PAVING	200	SQ YD	$	$
4	206C-010	REMOVING CONCRETE DRIVEWAY	85	SQ YD	$	$
5	206D-000	REMOVING PIPE	87	LF	$	$
6	206D-003	REMOVING CURB AND GUTTER	700	LF	$	$
7	206D-011	REMOVING FENCE	160	LF	$	$
8	206E-001	REMOVING INLETS	4	EACH	$	$
9	206E-002	REMOVING JUNCTION BOXES	2	EACH	$	$
10	206E-042	REMOVING INLETS (PARTIAL)	15	EACH	$	$
11	206E-044	REMOVING JUNCTION BOXES (PARTIAL)	4	EACH	$	$
12	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.1" THRU 2.0" THICK)	600	SQ YD	$	$
13	429P-000	ASPHALT PATCHING (INCLUDES BASE, BINDER, WEARING)	160	SQ YD	$	$
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20	600A-002	MOBILIZATION WITH TRAFFIC CONTROL, SITE 2	1	LS	$	$
21	600A-003	MOBILIZATION WITH TRAFFIC CONTROL, SITE 3	1	LS	$	$
22	600A-004	MOBILIZATION WITH TRAFFIC CONTROL, SITE 4	1	LS	$	$
23	600A-005	MOBILIZATION WITH TRAFFIC CONTROL, SITE 5	1	LS	$	$
24	600A-006	MOBILIZATION WITH TRAFFIC CONTROL, SITE 6	1	LS	$	$
25	600A-007	MOBILIZATION WITH TRAFFIC CONTROL, SITE 7	1	LS	$	$

24	600A-005	MOBILIZATION WITH TRAFFIC CONTROL, SITE 5	1	LS	$ 2500.00	$ 2,500
25	600A-006	MOBILIZATION WITH TRAFFIC CONTROL, SITE 6	1	LS	$ 5000.00	$ 5000
26	600A-007	MOBILIZATION WITH TRAFFIC CONTROL, SITE 7	1	LS	$ 2500.00	$ 2500
27	600A-008	MOBILIZATION WITH TRAFFIC CONTROL, SITE 8	1	LS	$ 3500.00	$ 3500
28	600A-009	MOBILIZATION WITH TRAFFIC CONTROL, SITE 9	1	LS	$ 3500.00	$ 3500
29	600A-010	MOBILIZATION WITH TRAFFIC CONTROL, SITE 10	1	LS	$ 5000.00	$ 5000
30	610C-001	LOOSE RIPRAP, CLASS 2, 24" THICK	15	TON	$ 150.00	$ 2,250
31	610C-002	LOOSE RIPRAP, CLASS 3	1,500	TON	$ 120	$ 180,000
32	614A-000	SLOPE PAVING	75	CY	$ 800.00	$ 60,000
33	618A-000	CONCRETE SIDEWALK, 4" THICK	30	SQ YD	$ 70	$ 2,100
34	618B-002	CONCRETE DRIVEWAY, 6" THICK	85	SQ YD	$ 85.00	$ 7,225
35	619B-016	22" SPAN, 14" RISE ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	$ 1200	$ 1,200
36	619A-500	24" PRECAST HEADWALL	1	EACH	$ 2000	$ 2,000
37	620A-000	MINOR STRUCTURE CONCRETE	10	CY	$ 1000.00	$ 10,000
38	621A-011	JUNCTION BOXES, TYPE 1 OR 1P	3	EACH	$ 5,500.00	$ 16,500
39	621A-057	JUNCTION BOXES, TYPE PARTIAL	4	EACH	$ 5,000	$ 20,000
40	621C-015	INLETS, TYPE S1 OR S3 (1 WING)	1	EACH	$ 4,000	$ 4,000
41	621C-017	INLETS, TYPE S1 OR S3 (2 WING)	2	EACH	$ 4,000	$ 8,000
42	621C-140	INLETS, OPEN THROAT	1	EACH	$ 4,000	$ 4,000
43	621C-202	INLETS, TYPE S3 OR S4 (1 WING) (PARTIAL)	5	EACH	$ 3,000	$ 15,000
44	621C-203	INLETS, TYPE S3 OR S4 (2 WING) (PARTIAL)	10	EACH	$ 3,000	$ 30,000
45	623C-100	COMBINATION CURB & GUTTER (CITY OF MOBILE)	1175	LF	$ 34	$ 39,950
46	637A-001	FENCE RESET (ALL TYPES)	130	LF	$ 30.00	$ 3,900
47	645U-510	15 INCH CURED IN PLACE LINER	550	LF	$ 150.00	$ 82,500
48	645U-514	18 INCH CURED IN PLACE LINER	500	LF	$ 125.00	$ 62,500
49	645U-515	24 INCH CURED IN PLACE LINER	420	LF	$ 180.00	$ 75,600
50	645U-521	36 INCH CURED IN PLACE LINER	235	LF	$ 416.00	$ 96,350
51	645V-500	MANHOLE REHABILITATION	1	EACH	$ 3000.00	$ 3,000
52	654A-000	SOLID SODDING	200	SQ YD	$ 8.00	$ 1600
53	690A-000	PROJECT SIGN (AIRPORT BOULEVARD)	1	EACH	$ 500.00	$ 500
54	999X-000	WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	1	LS	$ 10,000.00	$ 10,000.00
55	**TOTAL BID AMOUNT, BASE BID** (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1 THROUGH 53):					$ 944,444

26	600A-008	MOBILIZATION WITH TRAFFIC CONTROL, SITE 8	1	LS	$	$
27	600A-009	MOBILIZATION WITH TRAFFIC CONTROL, SITE 9	1	LS	$	$
28	600A-010	MOBILIZATION WITH TRAFFIC CONTROL, SITE 10	1	LS	$	$
29	610C-001	LOOSE RIPRAP, CLASS 2, 24" THICK	15	TON	$	$
30	610C-002	LOOSE RIPRAP, CLASS 3	1,500	TON	$	$
31	614A-000	SLOPE PAVING	75	CY	$	$
32	618A-000	CONCRETE SIDEWALK, 4" THICK	30	SQ YD	$	$
33	618B-002	CONCRETE DRIVEWAY, 6" THICK	85	SQ YD	$	$
34	619B-016	22" SPAN, 14" RISE ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	$	$
35	619A-500	24" PRECAST HEADWALL	1	EACH	$	$
36	620A-000	MINOR STRUCTURE CONCRETE	10	CY	$	$
37	621A-011	JUNCTION BOXES, TYPE 1 OR 1P	3	EACH	$	$
38	621A-057	JUNCTION BOXES, TYPE PARTIAL	4	EACH	$	$
39	621C-015	INLETS, TYPE S1 OR S3 (1 WING)	1	EACH	$	$
40	621C-017	INLETS, TYPE S1 OR S3 (2 WING)	2	EACH	$	$
41	621C-140	INLETS, OPEN THROAT	1	EACH	$	$
42	621C-202	INLETS, TYPE S3 OR S4 (1 WING) (PARTIAL)	5	EACH	$	$
43	621C-203	INLETS, TYPE S3 OR S4 (2 WING) (PARTIAL)	10	EACH	$	$
44	623C-100	COMBINATION CURB & GUTTER (CITY OF MOBILE)	1175	LF	$	$
45	637A-001	FENCE RESET (ALL TYPES)	130	LF	$	$
46	645U-510	15 INCH CURED IN PLACE LINER	550	LF	$	$
47	645U-514	18 INCH CURED IN PLACE LINER	500	LF	$	$
48	645U-515	24 INCH CURED IN PLACE LINER	420	LF	$	$
49	645U-521	36 INCH CURED IN PLACE LINER	235	LF	$	$
50	645V-500	MANHOLE REHABILITATION	1	EACH	$	$
51	654A-000	SOLID SODDING	200	SQ YD	$	$
52	690A-000	PROJECT SIGN (AIRPORT BOULEVARD)	1	EACH	$	$
53	999X-000	WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	1	LS	$ 10,000.00	$ 10,000.00
54	**TOTAL BID AMOUNT, BASE BID** (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1 THROUGH 53):					$

Base Bid

Total (All items listed in Proposal) $ 944,444.00

Written in words NINE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS & NO CENTS

Number of working days to complete 100

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder JAMES H. ADAMS & SON CONST. CO. INC.
(If a Corporation)

By _____
President
JAMES H. ADAMS
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address 535 HWY 43 CHICKASAW, AL 36611

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary
Adrienne L. Duke

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

ALABAMA 12007
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That James H. Adams & Son Construction Company Inc.
(Name of Contractor)
P.O. Box 11306, Chickasaw, AL 36671
(Address)
as Principal, and Harco National Insurance Company
(Name of Surety)
4200 Six Forks Rd., Suite 1400, Raleigh, N.C. 27605
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2023 CIP Miscellaneous Drainage Repairs Group A, City of Mobile Project No.** ***2023-3005-08.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered June 21, 2023 (Date)

James H. Adams & Son Construction Co., Inc. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Harco National Insurance Company (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By _____
John T. Thomas, Jr.

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

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, 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 My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 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, June 21, 2023

A01124

Irene Martins, Assistant Secretary

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **12007**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JAMES H ADAMS & SON CONSTRUCTION CO INC

CHICKASAW, AL 36671

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **December 31, 2023** when this Certificate expires.

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

29th day of **December, 2022**

191246

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

216

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we James H. Adams & Son Const. Co. 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 Nine Hundred Fourty Four Thousand, Four Hundred Fourty Four Dollars ($ 944,444.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated , 2023 (hereinafter called the Contract) for Project # 2023-3005-08 2023 CIP Misc. Drainage Repairs Group A 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 _____ 2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) James H. Adams & Son Construction Co., Inc.

BY: _____

(Signature)

James H. Adams

(Print)

ATTEST: _____

(Signature)

Cathy McKnight (Print)

ITS: Bookkeeper

ITS: President

(Title)

Harco National Insurance Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

John T. Thomas

(Print)

ATTEST: _____

(Signature)

Christopher T. Thomas (Print)

ITS: Witness for Surety

ITS: Attorney In Fact

(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we James H. Adams & Son Construction Co., Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Harco National Insurance Company (A Corporation of Illinois)
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Nine Hundred Fourty Four Thousand, Four Hundred Forty Four dollars ($ 944,444.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20 , entered into a Contract with the Owner for Project: 2023-3005-08 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20 23 .

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) James H. Adams & Son Construction Co., Inc.

BY: _____

(Signature)

James H. Adams

(Print)

ATTEST: Cathy McKnight

(Signature)

Cathy McKnight (Print)

ITS: Bookkeeper President

(Title)

(Title)

Harco International Insurance Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

John T. Thomas, Jr.

(Print)

ATTEST: _____

(Signature)

Christopher T. Thomas (Print)

ITS: Attorney In Fact

(Title)

ITS: Witness for Surety

(Title)

Corporate Seal

POWER OF ATTORNEY

Bond # 525140

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

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, 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 My Comm. Exp. 04-04-2023 No. 50079910 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,

A01124

Irene Martins, Assistant Secretary

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

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

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

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

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

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. 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 Section 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 600A – Mobilization with Traffic Control, per each site as listed on the Bid Schedule. The Contractor shall restore existing traffic mechanisms to original condition.

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

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 600-A and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 600-A.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

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

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

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

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

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

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

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

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

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

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and James H. Adams & Son Construction Company Inc. _____, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2023 CIP Miscellaneous Drainage Repairs Group A
Project No: 2023-3005-08
Project Description: Drainage infrastructure repairs and associated hardscaping improvements
Major work items include: Drainage infrastructure repair

City of Mobile Project Number **2023-3005-08**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ 944,444.00**) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **TTL.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the

proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The

COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.

- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2023 CIP, Project C0816. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

James H. Adams Sons Const (Print)

BY: _____

ITS PRESIDENT

James H. Adams (Print)

ATTEST: Cathy McKnight

ITS SECRETARY

Cathy McKnight (Print)

Corporate Seal

_____

DATE

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. ITEM 429-P *ASPHALT PATCHING (INCLUDES BASE, BINDER, WEARING)*:

429 P.1

Description
This section shall consist of a hot bituminous plant mixed pavement layers and stone base course placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2018 edition per the Asphalt Patch Detail included in the plans. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction. Sawcutting, milling, and removal of existing materials within the patch area shall be a subsidiary obligation of this line item.

429 P.2

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

429 P.3

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 600-A. *MOBILIZATION WITH TRAFFIC CONTROL*:

600 A.1

Description
This section shall include the work of furnishing, mobilizing, and relocating any necessary equipment, materials, and personnel required to complete the project. Additionally, this section shall include preparing and furnishing traffic control plans as outlined in paragraph 20 of "Item VIII Special Provisions" of these contract documents and 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.

600 A.2

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

600 A.3

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

8. ITEM 623-C *COMBINATION CURB AND GUTTER (CITY OF MOBILE)*:

623 C.1

Description
This section shall cover the work of constructing Portland cement concrete curb and gutter per City of Mobile Standard Details in accordance with the plan details at the locations shown on the plans or established in conformity with the lines, grades, and dimensions shown on the plans.

623 C.2

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

600 A.3

Basis of Payment
Payment will be based on the respective unit bid price, per linear foot, 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.

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

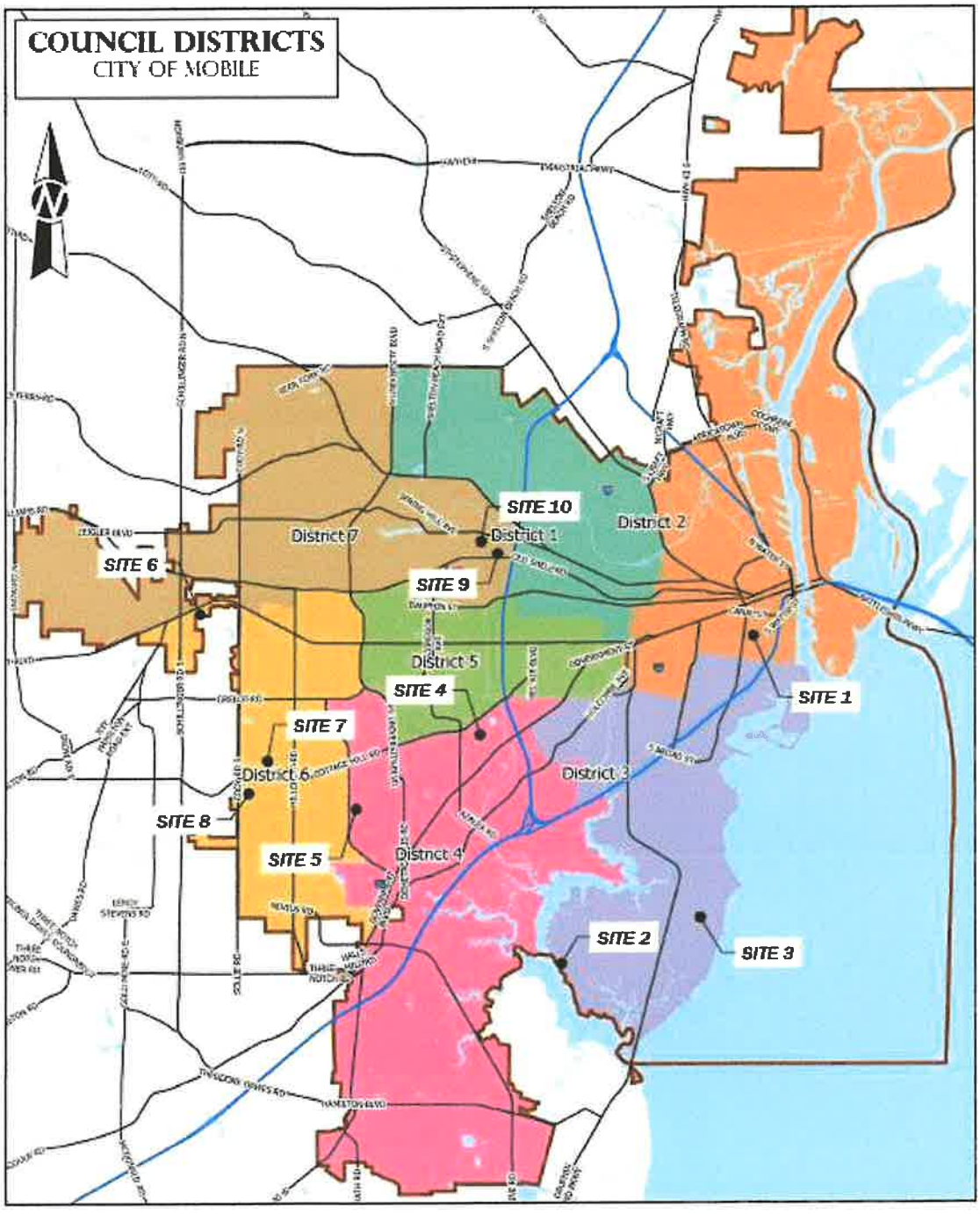
690.A.01

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

690.A.02

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

ATTACHMENT "A"
LOCATION


COUNCIL DISTRICTS
CITY OF MOBILE
SITE 10
District 7
District 1
District 2
SITE 6
SITE 9
District 5
SITE 4
SITE 1
SITE 7
District 6
District 3
SITE 8
SITE 5
District 4
SITE 2
SITE 3

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

JAMEHAD-01 BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2023

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: Barbara Winton
Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No): E-MAIL ADDRESS: barbara@thomas-harrison.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Carolina Casualty	10510
INSURER C : Great American Insurance	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

James H. Adams & Son Construction Co., Inc.
535 Hwy 43
Chickasaw, AL 36611

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:	X	X	A0186201003	12/15/2022	12/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	A0186201001	12/15/2022	12/15/2023	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	X	X	A0186201004	12/15/2022	12/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	BNUWC0139188	12/31/2022	12/31/2023	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	Equipment Floater			IMPE7975120100	12/15/2022	12/15/2023	Blanket Limit	1,836,822
C	Equipment Floater			IMPE7975120100	12/15/2022	12/15/2023	Rented/Leased	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile Project Name: 2023 CIP Miscellaneous Drainage Repairs Group A
James H. Adams is excluded from the Workers Compensation Policy as an officer.

City of Mobile Project Number: 2023-3005-08

The City of Mobile is Additional Insured & Waiver of Subrogation on General Liability, Auto Liability and Umbrella Liability

SEE ATTACHED ACORD 101

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

Maria A. Davison

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AGENCY CUSTOMER ID: JAMEHAD-01 BWINTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thomas, Harrison & Assoc Insurance Agency, Inc.		James H. Adams & Son Construction Co., Inc. 535 Hwy 43 Chickasaw, AL 36611
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Workers Compensation Waiver of Subrogation applies in favor of the certificate holder

30 day notice of cancellation shall be provided to the certificate holder (10 day notice for non payment)

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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	Any location Description: Codes per the General Liability Declaration page
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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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 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 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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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.

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 Date: 12/31/2022 Policy Number: **BNUWC0139188** Endorsement No.:

Insured Name: JAMES H ADAMS & SON CONSTRUCTION CO INC Premium:

Insurance Company:

Countersigned by

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

POLICY NUMBER: A0186201004

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.

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: James H Adams & Son Construction Co Inc
Endorsement Effective Date: 04/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s): City of Mobile
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: A0186201001

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: James H Adams & Son Construction Co Inc

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Mobile
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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STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **12007**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JAMES H ADAMS & SON CONSTRUCTION CO INC

CHICKASAW, AL 36671

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **December 31, 2023** when this Certificate expires.

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

191246

29th day o**December, 2022**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

259

MOBILE ALABAMA

TTL

ADDENDUM NO. 1 RECEIPT

Date Sent:	June 16th, 2023
To:	TTL, Inc.
From:	
Project Name:	City of Mobile 2023 CIP Miscellaneous Drainage Repairs Group A
Project Number:	2023-3005-08 (City of Mobile); 23-13-00004.00 (TTL)

ADDENDUM NO. 1 E-MAIL RECEIPT:

This receipt shall be signed and dated by the recipient and e-mailed to TTL, Inc. All addenda shall be acknowledged and a copy included in the Bid Proposal for this project.

Cathy McKnight
Authorized Representative

Company Name: James H. Adams & Son Construction Co., Inc.

Title: Bookkeeper

6/19/23

CONTRACT SCHEDULE

Addendum No. 1 Revision

June 16, 2023

THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

LINE NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
BASE BID:						
1	201A-100	CLEARING AND GRUBBING	1	LS	$	$
2	206C-000	REMOVING CONCRETE SIDEWALK	30	SQ YD	$	$
3	206C-002	REMOVING CONCRETE SLOPE PAVING	200	SQ YD	$	$
4	206C-010	REMOVING CONCRETE DRIVEWAY	85	SQ YD	$	$
5	206D-000	REMOVING PIPE	87	LF	$	$
6	206D-003	REMOVING CURB AND GUTTER	700	LF	$	$
7	206D-011	REMOVING FENCE	160	LF	$	$
8	206E-001	REMOVING INLETS	4	EACH	$	$
9	206E-002	REMOVING JUNCTION BOXES	2	EACH	$	$
10	206E-042	REMOVING INLETS (PARTIAL)	15	EACH	$	$
11	206E-044	REMOVING JUNCTION BOXES (PARTIAL)	4	EACH	$	$
12	210D-011	BORROW EXCAVATION (A4 OR BETTER)	500	CU YD		
13	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.1" THRU 2.0" THICK)	600	SQ YD	$	$
14	429P-000	ASPHALT PATCHING (INCLUDES BASE, BINDER, WEARING)	160	SQ YD	$	$
15	429A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D, APPROXIMATELY 165 POUNDS PER SQUARE YARD	55	TON	$	$
16	505E-001	PERMANENT STEEL SHEET PILING	400	SQ FT	$	$
17	530B-001	22" SPAN, 14" RISE ROADWAY PIPE (CLASS 3 R.C.)	36	LF	$	$
18	530E-003	36" ROADWAY PIPE (HDPE)	26	LF	$	$
19	533A-100	30" STORM SEWER PIPE (CLASS 3 R.C.)	40	LF	$	$
20	600A-001	MOBILIZATION WITH TRAFFIC CONTROL, SITE 1	1	LS	$	$
21	600A-002	MOBILIZATION WITH TRAFFIC CONTROL, SITE 2	1	LS	$	$
22	600A-003	MOBILIZATION WITH TRAFFIC CONTROL, SITE 3	1	LS	$	$
23	600A-004	MOBILIZATION WITH TRAFFIC CONTROL, SITE 4	1	LS	$	$
24	600A-005	MOBILIZATION WITH TRAFFIC CONTROL, SITE 5	1	LS	$	$
25	600A-006	MOBILIZATION WITH TRAFFIC CONTROL, SITE 6	1	LS	$	$
26	600A-007	MOBILIZATION WITH TRAFFIC CONTROL, SITE 7	1	LS	$	$

27	600A-008	MOBILIZATION WITH TRAFFIC CONTROL, SITE 8	1	LS	$	$
28	600A-009	MOBILIZATION WITH TRAFFIC CONTROL, SITE 9	1	LS	$	$
29	600A-010	MOBILIZATION WITH TRAFFIC CONTROL, SITE 10	1	LS	$	$
30	610C-001	LOOSE RIPRAP, CLASS 2, 24" THICK	15	TON	$	$
31	610C-002	LOOSE RIPRAP, CLASS 3	1,500	TON	$	$
32	614A-000	SLOPE PAVING	75	CY	$	$
33	618A-000	CONCRETE SIDEWALK, 4" THICK	30	SQ YD	$	$
34	618B-002	CONCRETE DRIVEWAY, 6" THICK	85	SQ YD	$	$
35	619B-016	22" SPAN, 14" RISE ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	$	$
36	619A-500	24" PRECAST HEADWALL	1	EACH	$	$
37	620A-000	MINOR STRUCTURE CONCRETE	10	CY	$	$
38	621A-011	JUNCTION BOXES, TYPE 1 OR 1P	3	EACH	$	$
39	621A-057	JUNCTION BOXES, TYPE PARTIAL	4	EACH	$	$
40	621C-015	INLETS, TYPE S1 OR S3 (1 WING)	1	EACH	$	$
41	621C-017	INLETS, TYPE S1 OR S3 (2 WING)	2	EACH	$	$
42	621C-140	INLETS, OPEN THROAT	1	EACH	$	$
43	621C-202	INLETS, TYPE S3 OR S4 (1 WING) (PARTIAL)	5	EACH	$	$
44	621C-203	INLETS, TYPE S3 OR S4 (2 WING) (PARTIAL)	10	EACH	$	$
45	623C-100	COMBINATION CURB & GUTTER (CITY OF MOBILE)	1175	LF	$	$
46	637A-001	FENCE RESET (ALL TYPES)	130	LF	$	$
47	645U-510	15 INCH CURED IN PLACE LINER	550	LF	$	$
48	645U-514	18 INCH CURED IN PLACE LINER	500	LF	$	$
49	645U-515	24 INCH CURED IN PLACE LINER	420	LF	$	$
50	645U-521	36 INCH CURED IN PLACE LINER	235	LF	$	$
51	645V-500	MANHOLE REHABILITATION	1	EACH	$	$
52	654A-000	SOLID SODDING	200	SQ YD	$	$
53	690A-000	PROJECT SIGN (AIRPORT BOULEVARD)	1	EACH	$	$
54	999X-000	WORK OF SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY THE ENGINEER	1	LS	$ 10,000.00	$ 10,000.00
55	**TOTAL BID AMOUNT, BASE BID** (ADD "AMOUNT BID" COLUMN FIGURES FROM LINES 1 THROUGH 53):					**$**

ADDENDUM NO. 1

Date:	June 16th, 2023
Project Name:	2023 CIP Miscellaneous Drainage Repairs Group A
City of Mobile Project No:	2023-3005-08
TTL Project Number:	23-13-00004.00

This addendum to drawings and specifications dated June 5th, 2023, and any previous addenda for the above referenced project supersedes all contrary and conflicting information contained in said drawings, specifications and addenda. Said drawings, specifications and addenda are hereby amended in the following particulars that are in full force as part of this contract.

ITEM NO. 1 – PREDBID CONFERENCE MEETING MINUTES:

See attached meeting minutes and sign-in sheet.

ITEM NO. 2 – BID DATE AND TIME REMINDER:

Bids shall be received **June 21, 2023, at 2:30 a.m. CST at the Government Plaza Atrium**, per the advertisement for bids.

ITEM NO. 3 – INLETS (PARTIAL) PAY ITEM CLARIFICATION

The following pay items shall include the removal of inlet tops and associated throats:

- 206E-042 REMOVING INLETS (PARTIAL)

The following pay items shall include new inlet tops and associated throats:

- 621C-202 INLETS, TYPE S3 OR S4 (1 WING) (PARTIAL)
- 621C-203 INLETS, TYPE S3 OR S4 (2 WING) (PARTIAL)

ITEM NO. 3 – CONTRACT SCHEDULE REVISION:

See the attached revised Contract Schedule. Pay Item 210D-011 Borrow Excavation has been added to the Contract Schedule. This pay item is associated with Site 6 – Airport Boulevard and accounts for *additional* borrow material, not reflected on the plans, that will be for use at the Owner's discretion for filling in irregularities in the existing ditch slopes to be riprapped downstream of the proposed flume and within the noted project limits. Note that all earthwork associated with Site 6 – Airport Boulevard as reflected on the plans shall be per the notes on the plan sheet. This added Pay Item 210D-011 Borrow Excavation (A4 or Better) shall be for use at the Owner's discretion and direction within the project's working limits. Quantity of Borrow Excavation for payment under the pay item shall be per truck bed measurement.

ITEM NO. 4 – DIGITAL CONTRACT SCHEDULE:

A digital Contract Schedule, updated as noted in Item No. 3 above, is included with the digital delivery of this addendum as a courtesy to Bidders. Any use of this electronic Contract Schedule is at the sole risk and liability of the Bidder. Because data stored in electronic format can be modified inadvertently or otherwise without the authorization of the data's creator, the information contained in TTL's signed and sealed documents shall be deemed to be correct and superior to this electronic data. TTL, Inc. makes no representation as to long term compatibility, usability, or readability of this electronic data.

END OF ADDENDUM NO. 1



Andy McCartney, P.E.
Alabama Registration No. 30070

MOBILE ALABAMA

TTL

2023 CIP Miscellaneous Drainage Repairs Group A

City of Mobile Engineering Conference Room
3rd Floor, South Tower
Government Plaza Building
205 Government Street

CITY OF MOBILE PROJECT NO. 2023-3005-08
TTL PROJECT NO. 23-13-00004.00

PRE-BID AGENDA

Wednesday, June 14, 2023, 11:00 a.m. CST

General:

- Welcome (Please Silence all Radios and Phones)
- Introduce Owner and Owner's Representatives (City of Mobile, TTL)
- Pre-Bid Conference is MANDATORY for all Bidders; Sign-In Sheet (Complete for Record) will be included with Addendum No. 1. Be sure to legibly write email address as all Addenda will be issued electronically via email.
- Name and Location of Project: 2023 CIP Miscellaneous Drainage Repairs Group A, Mobile, Alabama, Various Locations

Project Summary:

- **Overall Summary of the Project:** Project includes storm drain infrastructure repair and associated work at ten (10) sites across the City, including the following:
  - Cured-in-place concrete lining
  - Point repairs
  - Storm structure (inlets, junction boxes, etc.) repair, adjustment, and/or replacement
  - Curb and gutter repair/replacement
  - Asphalt patching, milling, and overlay
  - Concrete flumes
  - Clearing and grubbing
  - Rip rap installation
- **Disadvantaged Business Enterprise (DBE) Requirements:** Contractors shall make every reasonable effort to have at least fifteen percent (15%) 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 shall be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents. *Refer to Attachment C of the Contract Documents.*
- **E-Verify:** The Contractor shall be required to comply with the Federal Immigration Law and provide certification of the same by including a sworn affidavit with their bid proposal. This form is also required for all Subcontractors once they are determined after the project bid. Their affidavits shall be collected during the material submittal process. *Refer to Attachment C of the Contract Documents.*

- **Sales and Use Tax Savings:** This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, as amended; applicable provisions of the Alabama Administrative Code, and applicable requirements of the Alabama Department of Revenue (ADOR). See Attachment G of the Contract Documents. *The provided Accounting of Sales Tax Form shall be submitted with the bid.*
- **Contract Documents:** Hard Copy Drawings and Specifications are available upon request at TTL, Inc. The deposit is $200.00. This deposit is refundable if the documents are returned with no markings on the sheets allowing them to be reused.

Receipt of Bids:

- Bids shall be received until **2:30 p.m. CST, June 21, 2023**, at which time they will be publicly opened and read in the Government Plaza Atrium.
- Proposal Form and Unit Price Bid Schedule and receipt of all addenda (submit one copy with bid)
- Bid Bond with Power of Attorney
- City of Mobile DBE Compliance Form
- Alabama Immigration Law Affidavit
- Accounting of Sales Tax Form
- Any other document as required by the instructions to bidders in the Contract Documents
- Proposal Envelope must have Project Name, Owner Name, City of Mobile Project Number (2023-3005-08), Contractor Name, and Contractor State License Number on outside of envelope.

Contractual Requirements:

- **Bonds:** A Bid Bond, Labor and Materials Bond, and a Performance Bond are required for this project.
- **Licenses:** Copies of all licenses (City, State, Federal, etc.) for all Contractors involved on the project shall be provided to Owner's Representative.
- **Insurance Requirements:** Contractor shall follow all insurance requirements set forth in the contract documents.
- **Construction Staking Services:** Any Construction staking required for the projects shall be the Contractor's responsibility.
- **Periodic Construction Observation Services:** Construction observation services will be provided by the Owner and performed by TTL, Inc.
- **Time for Completion:** 100 working days
- **Liquidated Damages:** If necessary, liquidated damages shall be assessed as provided for in Section 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. Refer to Item VIII Special Provisions, paragraph 10 in the Contract Documents.
- **Unit Price Contract:** Bid Schedule can be found in the Contract Documents. Upon request by the Contractor, an electronic copy of the bid schedule can be provided. The Contractor shall be required to sign & submit an electronic release form. The electronic release form is attached to the prebid agenda & will also be included with the Addendum.

Project Coordination:

- **Traffic Control Plans:** Traffic Control Plans for all sites shall be the responsibility of the Contractor. The Contractor is to prepare and submit to Owner's Representative a detailed traffic control plan for all projects within City right-of-way. TCP will be reviewed by the Owner's Representative then shall be submitted to the City of Mobile for approval prior to implementation of TCP and start of associated work. The Contractor shall anticipate a minimum (1) week period for review of the plan and associated comments and shall plan work schedules accordingly. Project delays shall not be considered related to TCP review.

- **Private Property Vehicle Access:** Contractor must maintain all weather access to all existing businesses or residences during construction. Any work which will affect access to private properties shall be coordinated with property owners so alternate access can be provided as needed. A minimum of seven (7) days written notice is required. A copy of the notification shall be provided to the Owner's Representative. No additional payment will be made for temporary stone required to maintain access to businesses or residences when sidewalk or driveway removal is required.
- **Progress and Coordination Meetings:** Progress and Coordination meetings will be required for the project. Time and frequency of these meetings will be determined prior to construction and as the project progresses.

Project Conditions:

- **Security at Site:** Security at each project site is the Contractor's responsibility. The Contractor may use temporary construction fencing as necessary to protect equipment and materials.
- **Job Site Safety** for the project is the Contractor's responsibility.
- **Erosion Control and Clean Up** for each project site, both during construction and upon its completion, shall be the Contractors responsibility.

Miscellaneous:

- **Clarification Requests:** Clarification requests **WILL NOT** be accepted after **Friday, June 16th at 12:00 p.m.** to allow a final response, if any, by 5 P.M. on Monday, June 19th. All questions and clarification request shall be submitted in writing to the Project Engineer on or before this date and time.
- **Material Submittals:** Electronic copies of material submittals will be accepted and are preferred. Electronic submittals shall include transmittal summarizing items covered with respective material submittal.
- **Lead Time on Material Items:** Coordinate with all subs regarding material lead time. Material delays will not be a valid excuse for project delays or failure to complete on time.
- **Pay Applications (Review and Submittal):** Upon submittal of pay request, the Owner's Representative has ten (10) days to review pay application. Preferred method of pay application submittal process would be to meet on a predetermined quantity cut-off date to review and agree upon the quantities for that month's pay application. The Contractor will then prepare the pay application and all required supporting documentation (certified payroll, stored materials, etc.) and submit to Owner's Representative. If all required items are not submitted then the pay application will be returned for corrections. Upon receipt of a completed, approved pay application, it will then be forwarded to the City for final approval and processing.

Proposed Addenda:

- Addendum No. 1 shall include Pre-Bid Agenda Meeting Minutes & Sign-In Sheet.

Questions/Comments:

- Owner
  - *Some Borrow Excavation may be added to the Contract Schedule for Site 6 – Airport Boulevard to dress up downstream ditches.* *(This Item is addressed in Addendum No. 1)*

- Bidders
  - *How will removal and replacement of inlet tops and throats be handled with Pay Items?* *(This item is clarified in Addendum No. 1)*

MOBILE ALABAMA

PRE-BID SIGN-IN SHEET
2023 CIP MISCELLANSOUS DRAINAGE REPAIRS GROUP A
CITY OF MOBILE PROJECT NO. 2023-3005-08
TTL, INC. PROJECT NO. 23-13-00004.00
GOVERNMENT PLAZA ENGINEERING DEPARTMENT (ROOM 357), MOBILE, ALABAMA
JUNE 14, 2023, 11:00 P.M.

TTL

NAME	REPRESENTING	PHONE	FAX	E-MAIL ADDRESS
Andy McCartney	TTL, Inc.	(251) 332-3600		amccartney@ttlusa.com
John Curry	TTL, Inc.	(251) 360-0217		john.curry@ttlusa.com
Aaron Harwell	Harwell & Co	257-599-5620		aaron@harwellandcompany.com
Devan Zimmerman	Harwell + Co	251-709-0014		Devan@Harwellandcompany.com
Cassi Celaude	Hughes Companies Inc.	251-610-9674		phughes@hpuconline.com.
Shaun Stapleton	John G. Walton Construction	251-342-6250		shaun@johngwalton.com
James H Adams Sr	James H Adams Const	251 456 1508		JAdams99@Comcast.net
Jake Clements	COM	257-208-7035		jake.clements@cityofmobile.org
Sean Kelly	GCU	251-725-0200		DDavis@gogcu.com
BUTCH LADNER	COM TRAFFIC	251 208 2960		LADNERB@CITYOFMOBILE.ORG
Noel Berry	COM	2513285555		noel_berry@cityofmobile.org
Reese Coombs	McElhenney Const	2519730030		jmcek@mcelhenneyconst.com
Brady Logan	COM	(205) 602-1013		blogan@cityofmobile.org
William McMasker	Bennett Const & T.D.	251-382-6626		wmcmasker1@gmail.com

ATTACHMENT "C"

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

E-Verify

Company ID Number: 492862

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	James H. Adams & Son Construction Co., Inc.
Company Facility Address	535 Highway 43 Chickasaw, AL 36611
Company Alternate Address	P. O. Box 11306 Chickasaw, AL 36611
County or Parish	MOBILE
Employer Identification Number	630773670
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

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	James H Adams & Son Const. Co Inc
Address	535 Hwy 43 Chickasaw, AL 36611
Telephone	251-456-1909
E-Mail	Jadams99@comcast.net

RFP/RFQ Solicitation Number	2023-3005-08
Project Description	2023 Misc. Drainage Repairs - Group A.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 15 Female ~~5~~ Minority 10 Non-minority 10 SDVO — Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: James H. Adams

Signature: James H Adams Date: 6/16/23

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: James H. Adams Title: President

Email: Jadams99@Comcast.Net Phone: 251 456-1909

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 James H. Adams & Son Const. Co. Inc. Your Bid/Proposal Amount $ 944,444.00 Date: 6/21/23

Description GROUP A DRAINAGE

Name of Bidder/Proposer: James H. Adams & Son Const. 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
Alabama Pipe		Pipe Supply	10,000	1%	NO	
Burnett Const.		Conc. drainage str.	210,000	22%	YES	
HCL Const.		Asphalt	30,000	3%	YES	
Estelle Const.		Trucking	25,000	2%	YES	
Warren Paving		Rip Rap	75,000	8%	No	
Gulf Coast Underground		Pipe Liner	256,000	30%	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: James H. Adams & Son Const

Contact Person: James H. Adams Phone 251 456-1909 Email jadams99@comcast.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.
	✓	**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. _____

_____

_____

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)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared James H Adams (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 President for James H Adams 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 James H Adams is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 492862.

CEO of James H Adams, Sod

Sworn to and subscribed before me this the 16 day of June, 2023.

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

Catherine McKnight
Signature and Seal of Notary Public

CATHERINE E MCKNIGHT
MY COMMISSION EXPIRES
MARCH 24, 2025
NOTARY PUBLIC
STATE OF ALABAMA

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-3005-08
2023 CIP MISCELLANEOUS DRAINAGE REPAIRS GROUP A

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO.: 2023-3005-08
PROJECT NAME: 2023 CIP MISCELLANOUS DRAINAGE REPAIRS GROUP A

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

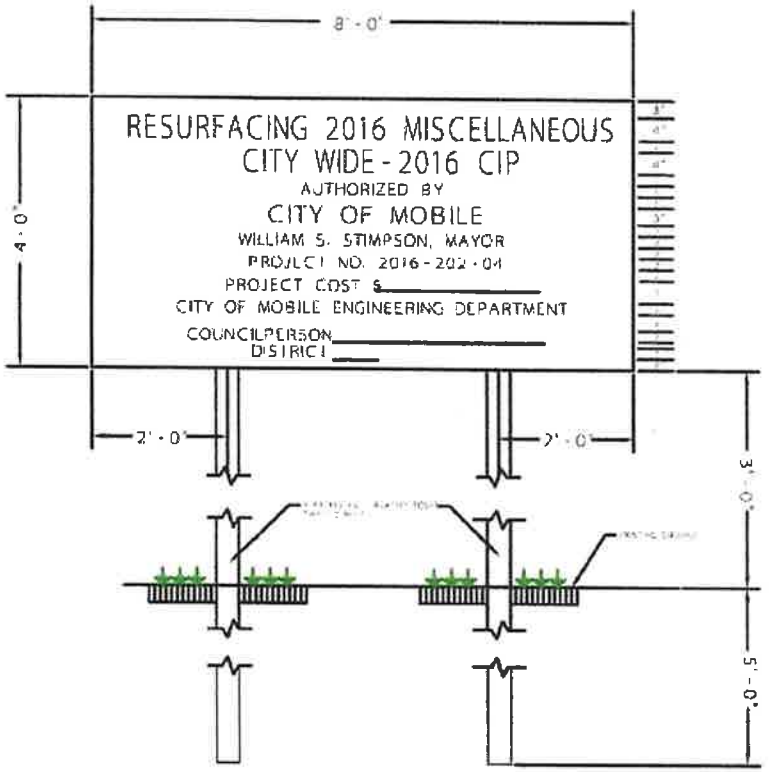
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date of final acceptance.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



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

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
2) Sign to be placed at location directed by the Engineer.
3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

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

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:**_____

Name of Project: 2023 CIP Miscellaneous Drainage Repairs Group A
Project Number: 2023-3005-08

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 944,444.00
ADDITIVE ALTERNATE #1:	$ ϕ

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 James H. Adams & Son Construction Co, Inc.
Mailing Address PO Box 11306, Chickasaw, AL 36671
***By (Legal Signature)** James H. Adams
*Name (type or print) James H. Adams (Seal)
*Title President
Telephone Number 251-456-1907

9797 Timber Circle
Daphne, AL 365274
251.332.3600
www.ttlusa.com

TRANSMITTAL

DATE: July 24, 2023

TO: John Forrester
City of Mobile Engineering Department

(Hand Deliver)

C0816
D- 2, 3, 4, 6, 7
(No. D1, D5)

RE: 2023 CIP Miscellaneous Drainage Repairs Group A

DESCRIPTION:

Copies	Date	No.	Description
5	07/24/23		Contractor - Executed Construction Contracts

- [X] For Your Use
- [ ] For Your Approval
- [ ] For Your Review
- [ ] As Requested
- [ ] Approved as Submitted
- [ ] Approved with Changes as Noted
- [ ] Returned for Corrections
- [ ] For Signatures

REMARKS:

BY: TTL, Inc.

Andy McCartney, PE

cc:

TH&A
Thomas, Harrison & Associates
Insurance Agency, Inc.

Post Office Box 507
Montrose, Alabama 36559

251.621.2180
855.847.2313
FAX 251.621.2189

July 21, 2023

James H. Adams & Son Construction Co., Inc.

535 Hwy 43

Chickasaw, AL 36611

Reference Project: 2023-3005-08; 2023 CIP Misc. Drainage Repairs Group A

for the City of Mobile, Mobile, AL

Attached are 5 sets of Payment and Performance Bonds and Powers of Attorney for the above referenced project (Bond # 0525140). **Upon execution of the Contract, we are giving our permission on behalf of Surety, Harco National Insurance Company, for The City of Mobile to complete the Bonds and Powers with the Contract date and the Sealed date (same as the contract date).**

We will need a copy of the executed contract, please email to Lynda@thomas-harrison.net.

Feel free to contact our office should you have any questions at 251-621-2180.

Sincerely,

John T. Thomas, Jr.

Attorney In Fact

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:
Nick Amberger, P.E. City Engineer

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

Purpose and Scope of Project:
To accept an agreement with Alabama Department of Transportation

Amount of Contract:
18,299,308.65

Funding Source

Project # C0053	**Discretionary Funds**
Project String 20002000-48010	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
lanes	Cover Memo	7/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/21/2023 - 3:30 PM
Capital	Rhodes, Brenda	Rejected	7/21/2023 - 3:57 PM
Accounting	Threadgill, Randy	Approved	7/25/2023 - 8:18 AM
Legal	Kern, Chris	Approved	7/21/2023 - 5:52 PM
Mayors Office	Barber, James	Approved	7/27/2023 - 3:37 PM

Legal	Kern, Chris	Approved	7/21/2023 - 5:53 PM

Print This Page | Reset

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Zeigler Boulevard (Athey Road to Forest Hill Drive), COM Project No. 2007-202-02 (District 7)

PROJECT # C0053 DATE OF RECEIPT _____

PROJECT DESCRIPTION: additional lanes (Zeigler Blvd) from Athey Rd. to Forest Hill Dr.

CONTRACT AMOUNT: $18,299,308.65

VENDOR NAME: Alabama Department of Transportation

VENDOR NUMBER: 282370

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: LaShey Williams **Date 07/21/2023**

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
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 construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: Zeigler Boulevard from Athey Road to Forrest Hill Drive
Mobile County STPMB-7550 (600)

Estimated Total Cost: $18,299,308.65

Estimated City Funds: $3,639,254.42

Adopted:

_____

City Clerk

REVISED
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF MOBILE
Mobile County

Project No. STPMB-7550(600)
CPMS Ref# 100037215

PART ONE (1): INTRODUCTION

This Revised 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 CR-656 (Zeigler Blvd.) additional lanes from Athey Rd. to Forest Hill Dr.; Project# STPMB-7550(600); CPMS Ref# 100037215.

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 Federal Aid Funds in any amount. Federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds will be limited to $103,036.54 for this project. The project will be limited to $14,557,017.69 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay their proportional share, up to 80%. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or up to 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
CRRSAA Funds (Mobile Area Dedicated)	$ 103,036.54
FA STP Funds (Mobile Area Dedicated)	$ 14,557,017.69
City Funds	$ 3,639,254.42
TOTAL (Incl CE&I)	$ 18,299,308.65

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal 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 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 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 funding and the refund of any federal 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 as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. 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. For all claims not subject to Ala. Code § 11-93-2 (1975), 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.

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.

I. This Agreement supersedes the Agreement dated September 28, 2012, and that Agreement dated September 28, 2012, is hereby deemed to be null and void.

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

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Mobile as follows:

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:

CR-656 (Zeigler Blvd.) additional lanes from Athey Rd. to Forest Hill Dr.; Project# STPMB-7550(600); CPMS Ref# 100037215.

Which agreement is before this Council, and 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)

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 discrimination 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: _____

TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

01-291

2012

RESOLUTION

Sponsored by: Mayor Samuel L. Jones
Councilperson 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 construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: Zeigler Boulevard from Athey Road to Forrest Hill Drive
Mobile County STPMB-7550 () *Construction Agreement*

Estimated Total Cost: $10,680,832.00

Estimated City Funds: $2,136,166.00

Adopted: JUL 31 2012

City Clerk

RESOLUTION NUMBER 01-291 2012

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama as follows:

1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

   Construction Agreement for Project STPMB-7550 ( ) Project Reference Number100043178 and Project Reference Number 100037215 CR-656 (Zeigler Boulevard) to add lanes from Athey Road to Forrest Hill Drive in the City of Mobile; which Agreement is before this council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf;

3. That the Agreement be attested by the City Clerk and the seal of the City 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 Clerk.

Passed, adopted, and approved this 31 day of July, 2012.

ATTESTED:

Lisa C. Lambert
City Clerk

Mayor

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 passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 31 day of July, 2012, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the 31 day of July, 2012.

Lisa C. Lambert
City Clerk

K-11-0130
AG # 8594

AGREEMENT
FOR
CONSTRUCTION

BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF MOBILE, ALABAMA

Project STPMB-7550 ( )
Project Reference Number 100043178 UTILITY AGREEMENT
Project Reference Number 100037215 CONSTRUCTION AGREEMENT
CR-656 (Zeigler Boulevard) Add Lanes from
Athey Road to Forrest Hill Drive
in the City of Mobile

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 STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a construction program for CR-656 (Zeigler Boulevard) to add lanes from Athey Road to Forrest Hill Drive in the City of Mobile.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

(1) This Agreement will cover all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE.

(2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the CITY. In the event of an underrun in construction costs, the amount of Federal Aid Funds will be 80 percent of eligible costs.

(3) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated City Funds
Utilities	$562,432	$449,946	$112,486
Construction, including engineering and Inspection	$10,118,400	$8,094,720	$2,023,680
TOTAL	$10,680,832	$8,544,666	$2,136,166

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be billed for its proportional share as above noted and the CITY agrees to pay same to STATE; or in the event the cost is less than the estimate, the CITY will receive a refund accordingly from the STATE.

(4) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.

(5) The STATE will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under State law will be

considered as a part of the Project cost and will be paid as provided herein, with the CITY paying its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement or payment under state law.

(6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to the award of the contract, the STATE will invoice the CITY for its prorata share of the estimated construction cost as reflected by the bid of the successful bidder plus engineering and inspection cost, and the CITY will promptly pay this cost to the STATE before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the CITY as reflected by the bid of the successful bidder, plus the engineering and inspection cost. All required off-site testing shall be the responsibility of the Alabama Department of Transportation. All on-site engineering, inspection, and testing (including obtaining and delivery of test specimens to the Alabama Department of Transportation testing facility) shall be the responsibility of the CITY or its designated representative.

(8) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.

(9) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.

(10) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(11) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at anytime out of or connected with performed work.

(12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(13) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The CITY agrees that the STATE may unilaterally extend the time of the Agreement.

(14) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(15) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

By:
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

BY: Jim Ippolito by J.T.
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Acting Chief Engineer, G. M. Harper

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this 28th day of September, 2012.

Robert Bentley
GOVERNOR OF ALABAMA, ROBERT BENTLEY

7/18/90

Exhibit M

CERTIFICATION

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:

(1) 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 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.

(2) 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, 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 contact, 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.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the term sand 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.

TERMINATION DUE TO INSUFFICIENT FUNDS

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.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

ALABAMA
DEPARTMENT OF TRANSPORTATION

NINTH DIVISION
OFFICE OF DIVISION ENGINEER
1701 WEST I-65 SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

ROBERT BENTLEY
GOVERNOR

JOHN R. COOPER
TRANSPORTATION DIRECTOR

October 15, 2012

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

JNA
JT
File
Copy to RLYA

Dear Mr. Amberger:

RE: STPMB-7550 (600)
Zeigler Boulevard from Athey Road to Forrest Hill Drive
Mobile County

Enclosed please find the fully executed Construction Agreement for the above-referenced project. The agreement is being forwarded for your files.

Should you have any questions or need additional information regarding this matter, please contact Mr. Edwin Perry III at (251) 470-8243.

Sincerely,

Vincent E. Calametti, P.E., Division Engineer

By: _____
Edwin L. Perry, P.E.
Division Consultant Management Engineer

VEC/DCP/ELP/adw

Enclosure
c: File w/ enclosure

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:
Nick Amberger PE City Engineer

Sponsored by:
Mayor William S. Stimpson and Councilman Joel Daves

Amount of Contract:
contribution in the amount of $70,000.00 for Hillwood sidewalk project

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Sidewalk repairs	Cover Memo	7/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/20/2023 - 2:10 PM
Capital	Rhodes, Brenda	Approved	7/20/2023 - 2:36 PM
Legal	Kern, Chris	Approved	7/20/2023 - 3:03 PM
Mayors Office	Montgomery, Brandi	Approved	7/20/2023 - 3:53 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Joel Daves

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $70,000.00 appropriated by The Village of Spring Hill, Inc. for the Hillwood Project a sidewalk project in the City of Mobile be accepted and allocated to Hillwood Rd. sidewalk Project 2023-3005-07

ADOPTED:

_____

CITY CLERK

THE VILLAGE OF SPRING HILL, INC
4354-B OLD SHELL ROAD
SUITE 145
MOBILE, AL 36608

672
61-650/620

DATE 7/19/23

PAY TO THE ORDER OF City of Mobile $ 70,000.-

Seventy thousand and 00/100 DOLLARS

Security features included. Details on back.

Servis1st Bank
SERVISFIRST BANK
4400 OLD SHELL ROAD
MOBILE, AL 36608

MEMO Hillwood Triangle

Linda M. St. John MP

⑈000672⑈ ⑆062006505⑆ ⑆⑆102102321⑈

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kucera International Inc for GIS base map update services for GIS.
CIP

Amount of Contract:

$33,250.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230718 Kucera Agenda Package POs	Cover Memo	7/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:37 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
12137	2023	(5010) GEOGRAPHIC INFO SYSTEMS	GIS BASE MAP UPDATE SERVICES (PROFESSIONAL SERVICE, GIS RFP)	$33,250.00	(298600) KUCERA INTERNATIONAL INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012137-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
KUCERA INTERNATIONAL, INC.	GIS
38133 WESTERN PARKWAY	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
WILLOUGHBY, OH 44094	CREAMER@CITYOFMOBILE.ORG
USA	
Tel#440-975-4230	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/23	298600				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
001	Base maps updates for gis system. Features will be updated using 2023 and 2022 aerial photography. Features to be updated: buildings, bridges, driveways, parking, pavement edges and sidewalks. Cost of updates are shared with MAWSS 50/50. Vendor - Kucera International registered thru VSS - awaiting approval. #298600	1.00 EACH	33250.00000	33250.00
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0046 .PROFTECHNC. .			33250.00

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

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

Requisition Link

Requisition Total 33250.00

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

Bill To	Requisition 00012137-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: Status: Released Page 2

Vendor	Ship To
KUCERA INTERNATIONAL, INC. 38133 WESTERN PARKWAY WILLOUGHBY, OH 44094 USA Tel#440-975-4230	GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 CREAMER@CITYOFMOBILE.ORG
	Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/23	298600				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0046 .PROFTECHNC. .		33250.00	92562.95

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	33250.00	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	07/12/23	NICHOLAS AMBERGER	
Approved	07/13/23	PATRICIA CREAMER	
Approved	07/13/23	SCOTT KEARNEY	Auto approved by: 91056642
Rejected	07/12/23	BRENDA RHODES	Check Project Acct wrong proje
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
Queued	07/14/23	DONALD ROSE	Auto approved by: 910511034
Queued	07/14/23	SANDRA LEWIS	Auto approved by: 910511034
Queued	07/14/23	JOHN PAINE	Auto approved by: 910511034
Queued	07/14/23	MICHAEL SPAFFORD	Auto approved by: 910511034

Authorized By: _____ Date: _____
Signature

Request for Proposals

GIS Base Map Updates

CITY of MOBILE

GIS DEPARTMENT

Proposals Due: 4:00 pm, April 27, 2023

REQUEST FOR PROPOSALS
GIS BASE MAP UPDATES

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SECTION A. GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

Objective

In a cooperative effort, the City of Mobile, Alabama, and Mobile Area Water and Sewer System (MAWSS) (hereafter collectively referred to as the "Participants") are seeking proposals from qualified firms and individuals interested in providing professional mapping services to update select base map features.

Submission of Proposal

a. Sealed proposals, consisting of one paper and one electronic copy (flash drive or CD), will be accepted until 4:00 P.M. April 27, 2023 by the City of Mobile GIS Department, 651 Church Street, Mobile, AL 36602. The US Mail address for proposals is City of Mobile, GIS Department, PO Box 1827, Mobile AL 36633. The name and address of the firm, and the words "RFP GIS BASE MAP UPDATES" shall be placed on the outside of the envelope.

b. Proposals must follow the format and content requirements set in Exhibit A. Concise submissions are preferred. Participants will evaluate the proposals received, based on responsiveness to the evaluation criteria, and based on the information being provided on the required sequence. No bid or performance bond is required. Proposals will consist of the following components:
   i. Signature Page
   ii. Vendor References from at least three customers
   iii. Fee schedule
   iv. Experience Narrative
   v. Project Management Team
   vi. Project Approach Narrative – how you intend to perform the work to include any technology or best practices you will include.

c. Exceptions to any of the terms contained in this RFP must be identified in the response to the RFP. Failure to do so may lead the Participants to declare any such term non-negotiable. Vendors desire to take exception to a term will not disqualify it from consideration for award.

Written Requests for Interpretations/Clarifications

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent by e-mail to **gis@cityofmobile.org** no later than 4:00 pm, April 12, 2023. Responses to questions may be handled as an addendum if the response

would provide clarification to requirements of the proposal. All such addenda shall become part of the contract.

Costs Incurred by Vendors

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Vendor(s). No payment will be made for any responses received, or for any other effort required of, or made by the Vendor(s) prior to contract commencement.

Oral Presentations

Participants may request an oral presentation of any proposal at Participant's sole discretion.

Withdrawal of Proposal

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal will be accepted.

Late Proposals or Modifications

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set of the proposal submitted will be accepted.

Collusion

Contractor proposals must be offered without previous understanding, agreement, or connection with any other contractor making a proposal for the same item(s), and with the intention that Contractor's proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Payments/Invoices

Payment will be made in arrears for services rendered upon presentation of timely presented invoices at regular intervals based upon the agreed upon rates. The Contractor must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment because of award of this RFP. Further, the successful Contractor is responsible for immediately notifying the Participants of any company name change, which would cause invoicing to change from the name used at the time of the original RFP.

Cancellation

The Participants reserves the right to cancel a resulting contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Participants.

Assignment/Sub-contractors/Corporate Acquisitions and/or Mergers

The selected Contractor shall perform the resulting contract but may employ subcontractors with the consent of the City. The City expects Contractor to exercise good faith efforts to use certified disadvantaged business enterprises (DBEs), as required by City of Mobile Code Section 14-10, when subcontractors are employed. The selected Contractor is required to report subcontractor usage, including good faith efforts to employ certified DBEs as subcontractors, with each payment application/invoice. In exercising good-faith efforts, Contractor is expected to consult with the City Supplier Diversity Manager if unable to meet City Code performance goals in the use of DBE subcontractors. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City with thirty (30) calendar days of the contractor's notice or such action or upon the occurrence of said action, whichever occurs first.

Protest Procedure

Proposal Protests:

Any actual or prospective bidder/vendor, who is allegedly aggrieved in connection with the issuance of the proposal package or pending award of a contract, may protest to the City Attorney. The City Attorney will review protest submissions and will make the final determination regarding the protest.

Requirements to Protest:

a. If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the proposal package.
b. If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m. on the fifth business day after the posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

Evaluation Criteria

Section C indicates the criteria that will be used by the Participants to evaluate and score responsive and qualified proposals. Contractors shall include enough information to allow

the Participants to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria.

Period of Contract

The contract shall be for a period of one (1) year from the date of execution of the agreement. Pricing shall be on a per-unit basis for services based on the fee schedule included in Exhibit A.

Proposal Submittal Copies

Proposers shall submit one original signed copy, and one electronic copy on flash drive or CD.

Time Line

Following is a list of actions and anticipated dates; the Participants reserve the right to change the dates, if necessary.

a.	Advertising and Publishing RFP	03-16-2023
b.	Deadline for Questions/Clarifications	04-12-2023
c.	Addendum Published by (if needed)	04-14-2023
d.	Proposal Submittal Date	04-27-2023

SECTION B. SCOPE OF WORK

General

The contractor will update existing planimetric features, last updated from 2019/2020 orthophotography. Features will be updated using existing orthophotography flown two separate times over the course of one year. The eastern half will be flown early 2023 and the western half was flown early 2022 as shown in "Ortho Collection Areas" layer in mapping application at:
https://cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=3fe7c7e1eeb541b08c08336e5329cd1c

Project Areas

The project is divided into two areas as shown in "Project Areas" layer in mapping application at:
https://cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=3fe7c7e1eeb541b08c08336e5329cd1c

- ***Area 1*** - 324 square miles and includes all the City of Mobile's Metro Area, the Big Creek Watershed, the City of Chickasaw, and portions of the City of Prichard, Saraland, and Satsuma. Except for the Big Creek Watershed, this area is highly urbanized with some areas being very dense in population.
- ***Area 2*** - 148 square miles total with the lower portion covering the urbanized areas to the north of the City of Mobile such as Prichard, Chickasaw, Saraland, and Satsuma. The upper portion is rural.

Existing Orthophotography

Existing 3" pixel resolution orthophotography will be provided to the vendor in .TIF format along with metadata in XML format. The 2022 data will be provided at the beginning of the contract, while the 2023 data will be made available in the later part of 2023. West 2022 orthophotos can be viewed in mapping application at: https://cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=3fe7c7e1eeb541b08c08336e5329cd1c

Coordinate System

All digital mapping coordinates will be in the Alabama State Plane Coordinate System, in the West Zone, based on the North American 1983 (NAD83) horizontal datum (latest adjustment). All data will be delivered using the units of U.S. Survey Feet.

Planimetric Features

Updates

- Features that are new, no longer present, or of significant change that are identifiable from the provided imagery will be the only features collected for the update.
- Pre-existing feature categories will be updated in areas of *significant change* only, i.e. new developments, new constructions, demolition, or additions. *"Significant change"* is defined as having minimum dimensions of 10x10 feet. Window awnings, dormers and other small changes do not need to be collected or updated.
- Existing attributes of features will be maintained.
- Only features listed below, and that are visible on the provided imagery at the appropriate collection scale (1:1200), are to be collected/updated.

Features to Collect

Features	Collect in Area 1	Collect in Area 2
Bridge	Y	Y
Building	Y	Y
Driveway	Y	Y
Parking	Y	Y
Pave Edge	Y	Y
Sidewalk	Y	N

Features, along with complete attributes, can be viewed at:
https://cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=3fe7c7e1eeb541b08c08336e5329cd1c

Topology Requirements

Data will conform to standard GIS topology rules:

- **Edge Matching** - All digitized features must be both visual and coordinate edge matched with features from existing data, in adjacent tiles, sheet edges, and at model breaks or other artificial boundaries within a tile. No edge match tolerance will be allowed. Attributes for adjoining features must also be identical.
- **Common Boundaries** - All vector features that share a common boundary, regardless of digital map layer, must have the exact same digital representation of that feature in all common layers.
- **Point Duplication** - No duplication of points will occur within a data string.
- **Connectivity** - Where vector elements visually meet, they must also digitally meet. All confluences of line, area, and polygon data must be exact mathematically; that is, no "overshoots," "undershoots," or "offsets" or "pseudo nodes" are permitted. Lines that connect polygons must intersect those polygons precisely; that is, every end must be an intersection point of the respective polygon.
- **Line Quality** - A high quality cartographic appearance will be achieved. Transitions from straight line to curvilinear line segments will be smooth, and without angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There will be no jags or hooks or zero length segments. Curvilinear graphic features should be smooth with a minimum number of points. When appropriate, line smoothing programs should be used to minimize the angular inflection in curvilinear lines. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
- **Segmentation** - The digital representation of linear elements must reflect the visual network structure of the data type. An element should not be broken or

segmented unless that segmentation reflects a visual or attribute code characteristic, or unless the break is forced by database limitations.

- **Area and Polygon Closure** - For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair.

Data

Participants will provide the planimetric data in an ESRI File Geodatabase. Vendor must maintain existing database structure.
Final data delivery will be in an ESRI File Geodatabase. Metadata will be compliant with Federal Geographic Data Committee's standards.

SECTION C. EVALUATION CRITERIA

Professional qualifications and experience with planimetric data.	40 pts
Technical approach	30 pts
DBE involvement	10 pts
Proposed schedule to complete the work	10 pts
Availability of project personnel	10 pts

EXHIBIT A

Proposal Submission
Required Documents

All proposals shall be signed in ink by an authorized principal of the firm.

Sealed proposals, consisting of one paper and one electronic copy (flash drive or CD), will be accepted until 4:00 P.M. April 27, 2023 by the City of Mobile GIS Department, 651 Church Street, Mobile, AL 36602. The US Mail address for proposals is City of Mobile, GIS Department, PO Box 1827, Mobile AL 36633. The name and address of the firm, and the words "RFP GIS Mapping Services" shall be placed on the outside of the envelope.

Proposers may use these forms or may generate a similar document with the required information. Please attempt to be concise in the narrative documents.

SIGNATURE PAGE

Vendor Name: _____

Vendor Address: _____

_____

_____

Phone: _____

Main POC/Title for RFP _____

Email Address _____

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No_____

If "Yes," please attach a separate page indicating those exceptions or clarifications.

FEE SCHEDULE

Please provide fee by layer. Fee will be inclusive of all cost.

Features to Update	Areas	Fee to Update Features
Bridge	1 & 2	
Building	1 & 2	
Driveway	1 & 2	
Parking	1 & 2	
Pave Edge	1 & 2	
Sidewalk	2 ONLY	

Additional Required Documents

Vendor References from at least three customers

Include a summary of each project that show the qualifications and experience of your firm in performing projects similar in scope and substance to this project.

Please indicate for each project:

- Customer, location, and time period.
- Scope of work accomplished.
- Unique technical challenges and how your firm met them.
- Subcontractors you used, if any.
- Customer reference for each project.

Experience Narrative

Qualifications and experience of individual team members that will contribute to this project. Please include:

- Your proposed team makeup and key positions.
- Short professional biography for each person, highlighting experience relevant to this project. Please include professional certifications and license numbers.

Project Management

A narrative that, based on your experience performing similar projects, indicates your expected approach to this project.

Please include:

- Your plan to complete the project. Please include key milestones and work processes.
- Equipment and software products, you intend to use. Please focus on technical equipment most relevant to the tasks.
- Subcontractors you would intend to employ.

Project Approach

A narrative on how you intend to perform the work.

Please include:

- Technology you will use to update features.
- QA/QC Processes.

Subcontracting and Major Supplier Plan

Complete the following forms as directed and include with your submittal.



Contract Agreement for GIS Base Map Updates – Mobile, AL

Kucera Reference No. 61651

This Agreement is made this 20th day of June 2023, between the City of Mobile GIS 651 Church Street, Mobile, AL 36602 together with the Mobile Area Water & Sewer System (MAWSS), hereinafter referred to as the "City+MAWSS", and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

WHEREAS the City+MAWSS desires to engage the Consultant to provide professional GIS Base Map Update services as described in the City's Request for Proposals (RFP) dated April 3, 2023, and associated correspondence.

WHEREAS the Consultant desires to render these services as summarized in Section 1 (Scope of Services) of this Agreement

NOW, THEREFORE, the City+MAWSS and the Consultant in consideration of the mutual covenants contained herein agree as follows:

SECTION 1: SCOPE OF SERVICES

The Consultant will provide the City+MAWSS professional services which will generally consist of updating specified features of the City's GIS base mapping within designated Areas 1 (~324 square miles) and 2 (~ 148 square miles). The feature update will include Bridges, Buildings, Driveways, Parking, Pavement Edges, and Sidewalks, and will be performed using the City's separately acquired and available 3" resolution digital orthoimagery from 2022 for the eastern half of the City and from 2023 for the western half of the City.

The project areas, services, and deliverables are more specifically described in City's April 3,2023 GIS Base Map Updates RFP and the Consultant's April 25,2023 proposal response, which are attached hereto as Exhibits A and B, respectively.



SECTION 2: DEFINITION OF TERMS

A. **Contract Officers** – shall refer to the duly designated City+MAWSS officials charged with general administration and coordination of matters related to this Agreement on behalf of the City+ MAWSS.

B. **Project Coordinator(s)** – shall refer to the City+MAWSS designated persons serving as primary points of contact and be responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager.

C. **Chief Administrator** – shall refer to an official of the Consultant charged with general administration and coordination of matters related to this Agreement.

D. **Project Manager** – shall refer to the person assigned by the Consultant to serve as the Consultant's primary point of contact, with responsibility for oversight of the Consultant's work, reporting the status of the work, and otherwise coordinating with the City+MAWSS Project Coordinators.

E. **Project Area** – shall refer to the Areas designated for which the Consultant shall perform the services referenced and described in this Agreement.

F. **Work/Deliverables** – shall refer to all data provided to the City+MAWSS corresponding to the contracted services and described herein, e.g., data, reports, mapping, etc.

G. **Delivery** – shall refer to transmittal of data corresponding to the contracted services from the Consultant to the City+MAWSS.

H. **Acceptance** – shall refer to City+MAWSS's written or verbal acknowledgment of approval of deliverables submitted and associated series performed by the Consultant.

SECTION 3: RESPONSIBILITIES OF THE CITY+MAWSS

A. Shall assign Project Coordinators with the authority to review and approve materials and deliverables submitted by the Consultant and to act as liaison with the Consultant.

B. Shall within a reasonable time frame review any samples or deliverables and approve or comment on same.

C. Shall within a reasonable time after a request is received from the Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by the Consultant.

D. Shall provide any designated source data or support to the Consultant required to complete the project work.

E. At its expense shall pay for the shipment of any materials to the Consultant.

SECTION 4: RESPONSIBLITIES OF THE CONSULTANT

A. The Consultant agrees to perform in a professional manner all of the services outlined in "Section 1: Scope of Services" and as further described in Exhibits A and B.

B. The Consultant agrees that no changes shall be made in the services outlined in "Section 1: Scope of Services" and/or Exhibits A and B without the express written prior consent and Agreement of the City+MAWSS and the Consultant.

C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the City+MAWSS in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.

D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the City+MAWSS Project Coordinators and make regular status reports to the same.

E. The Consultant shall pay for the shipment of all deliverables and materials to the City+MAWSS.

F. The Consultant shall begin to perform the services upon receipt of the City+MAWSS Notice to Proceed signed by the Contract Officer or designee of the same and shall complete such work as outlined in "Section 5: Time of Completion".

G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., updated GIS feature mapping datasets.



SECTION 5: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule, based on a Notice to Proceed/executed Contract Agreement by July 15, 2023

Phase	Start	Complete
Project Initiation + Source Data Review/Project Plan	7/15/23	7/30/23
Pilot Project	8/1/23	8/30/23
West/2022 Update + Delivery (~100 sqm/mo. in Nov., Dec.)	9/1/23	12/30/23
East/2023 Update + Delivery (~ 100 sqm/mo. in Jan., Feb., Mar.) (Assumes receipt of 2023 imagery by October 2023)	10/1/23	3/30/24
Project wrap-up +final report	4/1/24	4/30/24

The schedule will be adjusted accordingly by mutual agreement of the contract parties for significant changes in the date of Notice to Proceed/executed Contract Agreement and/or receipt of source data from the City+MAWSS. The project work shall otherwise be completed by April 2024, excepting add-on work mutually agreed to be subsequently completed and any revisions or additions to the work required for contract compliance determined subsequent to completion/delivery.

Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations. Extensions of time may be granted by the City+MAWSS upon request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by the Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

1. Significant issues with the project source data which could not be anticipated or readily resolved.

2. Significant changes in the scope of work/project parameters which affect scheduling.

3. Significant delays in City+MAWSS review/approval of Consultant submitted data unrelated to delayed submittal and/or data quality issues.



4. Acts of nature or other conditions or circumstances beyond the control of the Consultant which are not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform.

SECTION 6: PROGRESS REPORTS

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress at least monthly which describe work completed up to the date of such report.

SECTION 7: DELIVERY OF WORK/DELIVERABLES

Consultant shall inform the City+MAWSS when the work or any portion thereof has been completed and products of such work have been delivered to the City+MAWSS for inspection.

SECTION 8: INDEPENDENT CONTRACTOR STATUS

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "Independent Contractor." Nothing herein shall be construed to create an employer/employee relationship between the City+MAWSS and the Consultant or any other subconsultant hired by the Consultant. The City+MAWSS has an interest only in the results to be achieved, and the conduct and control of the services to be provided will lie solely with the Consultant and its employees, or any other subconsultant hired by the Consultant.

SECTION 9: COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the City+MAWSS shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gifts, or contingent fee.



SECTION 10: INDEMNIFICATION

The Consultant will indemnify and hold harmless the City+MAWSS and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Consultant and any directly or indirectly employed by the Consultant or anyone for whose acts any of them may be liable. In any and all claims against The City+MAWSS or its agents or employees, by any employee of the Consultant, directly or indirectly employed, or anyone for whose acts may be held liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City+MAWSS or under the Worker's Compensation Act, Disability Benefits Act or other employee benefits acts.

SECTION 11: INSURANCE

Consultant shall maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant and the City+MAWSS (including officials and employees) from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by the Consultant or any subconsultants, or by anyone directly or indirectly employed by either of them.

Consultant shall also maintain for the term of this Agreement insurance coverages of at least $1 million combined single limit per occurrence bodily injury, personal injury, and property damage liability, $2 million general aggregate liability, $1 million claim errors and omissions and Alabama statutory workers' compensation liability.

All insurance policies shall be issued by responsible companies who are acceptable to the City+MAWSS. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the City+MAWSS has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-indicated notification clause.



SECTION 12: WARRANTY

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The City+MAWSS will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed, and deliverables provided under this Agreement shall conform to the project specifications and the relevant recognized standards and procedures of the mapping services profession, including matching the horizontal accuracy of the source orthoimagery to within 4 pixels/2'. The work shall be of high quality, and within the tolerances allowed by the project specifications and standards. If the Consultant is notified in writing by the City+MAWSS of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the City+MAWSS. All reworks shall be made at no additional cost to the City+MAWSS.

The warranty will apply indefinitely for major errors/defects found in Consultant's mapping and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental, or consequential damages of any nature resulting from any work properly performed by the Consultant under this Agreement.

SECTION 13: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following City+MAWSS review period and shall make accessible to the City+MAWSS any information, data, materials, and processes deemed reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the City+MAWSS review or inspection processes.



The City shall promptly, following its inspection, notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification, the Consultant shall within thirty (30) days (or as otherwise mutually agreed by contract parties) replace, modify, or adjust its work to meet specifications, at the Consultant's expense. Work shall be considered acceptable to the City+MAWSS if indicated as such by the absence of other notification.

SECTION 14: ACCEPTANCE

The City+MAWSS shall give written notice of its acceptance or non-acceptance of work to the Consultant within a 90-day (or as otherwise mutually agreed) review period. If no such notice is given to the Consultant, the work shall be deemed accepted by the City+MAWSS, subject to the Consultant's warranty.

SECTION 15: OWNERSHIP AND USE OF PROJECT DATA

A. The Consultant hereby understands and acknowledges that all information gathered, generated, and delivered to the City+MAWSS as outlined in Section 1: Scope of Services is for the exclusive use and benefit of the City+MAWSS, and shall be the sole property of the City+MAWSS and that such information shall not be disseminated by the Consultant without the express written consent of the City+MAWSS.

B. All information, data, designs, plans, drawings, maps, imagery, specifications, or other work furnished to or developed for the City+MAWSS by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the City+MAWSS, and all rights therein are reserved by the City+MAWSS The Consultant, its assigns, employees, or agents shall not provide any idata developed under this Agreement to any party other than the City+MAWSS without City+MAWSS consent.

C. The Consultant, upon the express written consent of the City+MAWSS, may fill requests by non-City+MAWSS agents, business entities, or individuals for services/products from the project data which are not part of this Agreement. Should this occur, the Consultant shall charge a reasonable fee for its service, and at the City+MAWSS's option will credit the same an agreed upon percentage of such fees.

D. The Consultant hereby agrees to maintain one copy of all information gathered, generated, and delivered within its office in digital computer file form to serve as a backup to the data furnished to the City+MAWSS.



E. The City+MAWSS shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the City+MAWSS.

SECTION 16: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products shall pass from the Consultant to the City+MAWSS upon the City+MAWSS payment for the deliverables.

B. Use by an outside party of the project data while in the Consultant's possession shall require advance approval from the City+MAWSS.

C. If the project data is to be made available by the City+MAWSS for use by outside entities, the City+MAWSS and Consultant shall prior to entering an Agreement with said outside entity prepare a statement/disclaimer as to its proper use/interpretation for the protection of both the City+ MAWSS and the Consultant.

SECTION 17: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by project service/deliverable:

Service/Deliverable	Fee to City	Fee to MAWSS
Update of Bridges (Areas 1 + 2)	$ 621.00	$ 621.00
Update of Buildings (Areas 1 + 2)	$ 10545.50	$ 10545.50
Update of Driveways (Areas 1 + 2)	$ 5583.00	$ 5583.00
Update of Parking (Areas 1 + 2)	$ 4094.00	$ 4094.00
Update of Pavement Edges (Areas 1 + 2)	$ 9305.00	$ 9305.00
Update to Sidewalks (Area 1 only)	$ 3101.50	$ 3101.50
Total by Entity:	$ 33250.00	$ 33250.00
Project Total	$ 66500.00	



The fees listed above include all ancillary services/products required for each fee item as defined in Exhibits A and B. The City and MAWSS will be separately invoiced for the amounts indicated.

SECTION 18: INVOICING

The Consultant's invoices shall be submitted over the course of the contract and reflect work completed and delivered and/or documented by percentage of project phases as indicated in "Section 17: Compensation for Consultant's Services". The City+MAWSS agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the City+MAWSS or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

SECTION 19: ADDED SERVICES

Added services as requested by the City+MAWSS may be performed as mutually agreed with the Consultant and authorized by the City+MAWSS. The added services and cost will be documented and made part of this Agreement by Amendment signed by the City+MAWSS and the Consultant.

SECTION 20: PRICE GUARANTEE

The fees quoted for work contracted for or by the City as part of this Agreement or quoted by the Contractor for additional services during the course of this Agreement shall be applicable until December 31, 2023. Should City+MAWSS defer any portion of the originally specified work beyond this date, the fee for such work deferred may be adjusted by the Consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

SECTION 21: COMPLIANCE WITH THE LAW

A. 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 any work subcontracted to perform under this Agreement be awarded to socially and economically disadvantaged individuals and business entities..



B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules, and regulations of federal, state, and local governments in effect at the execution of this Agreement.

C. The Parties affirm, for the duration of the Agreement, that they will not knowingly violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for any damages resulting therefrom.

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

SECTION 22: TERMINATION

This Agreement shall terminate upon the City+MAWSS acceptance of and payment for all authorized deliverables and services.

The City+MAWSS may terminate this Agreement with written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, City+MAWSS shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

SECTION 23: AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

SECTION 24: AGREEMENT INTEGRITY AND PRECEDENCE

This document and attachments represent the full and final Agreement between the Consultant and the City+MAWSS. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

In the event of a discrepancy, conflict, or incongruity between the project RFP specifications (Exhibit A) and the Consultant's technical proposal (Exhibit B) or other directives not mutually agreed to by the City+MAWSS and Consultant, the project RFP specifications shall have precedence unless otherwise mutually agreed by the City and the Consultant.



SECTION 25: JURISDICTION AND SIGNATURES

This Contract is hereby signed in the State of Alabama and the laws of the State of Alabama shall be applicable hereto. This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.



Agreed to by:	City of Mobile Authorized Representative:
Signature:	
Name:	
Title:	
Date:	

Agreed to by:	Mobile Area Water and Sewer System (MAWSS)
Signature:	
Name:	
Title:	
Date:	

Agreed to by:	Kucera International, Inc.
Signature:	
Name:	John Antalovich, Jr.
Title:	President
Date:	June 29, 2023

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Chargepoint Inc for annual renewal of electric vehicle charging state software and support services.
Capital equipment.

Amount of Contract:

$16,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230721 Chargepoint Agenda Package POs	Cover Memo	7/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12347	2023	(2300) ADMINISTRATIVE SERVICES	ANNUAL RENEWAL OF ELECTRIC VEHICLE CHARGING STATION SOFTWARE AND SUPPORT SERVICES (SOLE SOURCE UNDER CURRENT CONTRACT WHEN CHARGING STATIONS TRANSFERRED TO CITY FROM ALA POWER)	$16,500.00	(296780) CHARGEPOINT INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012347-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.70.90.9022.9022.9000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CHARGEPOINT INC	CRUISE TERMINAL
240 EAST HACIENDA AVE	201 SOUTH WATER ST
	MOBILE, AL 36602
CAMPBELL, CA 95008	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#669-254-1495	Delivery Reference
	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/23	296780				ADMINISTRATIVE SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	CLASSED AS SOLE SOURCE AND CONTRACT			
001	TRANSPORTATION SERV NOC	1.00	16500.00000	16500.00
	Chargepoint - Parking Equipment annual agreement EV stations located in downtown Mobile. Sales Order #SO261529	EACH		
	Vendor Item			
	Vendor Item No.: SO261529			
1	1000.70.90.9022.9022.9000.0000.0000.42150.			16500.00
	Ship To			
	CRUISE TERMINAL			
	201 SOUTH WATER ST			
	MOBILE, AL 36602			
	Delivery Reference			
	GLENDA			
	Deliver To			
	CRUISE TERMINAL			
	201 SOUTH WATER ST			
	MOBILE, AL 36602			

Requisition Link

Requisition Total 16500.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00012347-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.70.90.9022.9022.9000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CHARGEPOINT INC	CRUISE TERMINAL
240 EAST HACIENDA AVE	201 SOUTH WATER ST
	MOBILE, AL 36602
CAMPBELL, CA 95008	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#669-254-1495	Delivery Reference
	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/23	296780				ADMINISTRATIVE SERVICES

Account	Amount	Remaining Budget
1000.70.90.9022.9022.9000.0000.0000.42150.	16500.00	140865.32
PARKING EXP	MAINTENANCE & REPAIRS	

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

Activity	Date	Clerk	Comment
Approved	07/21/23	JOSEPH SNOWDEN	
Approved	07/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/21/23	JOHN PAINE	
Approved	07/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

2019

21.667

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Chargepoint, Inc., for network metering and maintenance services for electric vehicle charging stations, renewable annually for up to five years, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted: 07-23-19

City Clerk

DocuSign Envelope ID: 01D48A7F-8799-49E0-9CA5-159DA696A85A

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. **AGREEMENT.**

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the ChargePoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1:	Flex Billing Terms
Exhibit 2:	API Terms
Exhibit 3:	Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. **DEFINITIONS.** The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"Affiliate"*** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 ***"APIs"*** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 ***"ChargePoint®"*** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI,.

2.6 ***"ChargePoint Application"*** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 ***"Charging Station"*** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 ***"Content"*** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 ***"CPI Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 ***"CPI Property"*** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 ***"Documentation"*** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***"Effective Date"*** means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber's first use of the ChargePoint Services.

2.13 ***"Intellectual Property Rights"*** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***"Party"*** means each of CPI and Subscriber.

2.16 ***"PII"*** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 ***"Provisioning"*** means activating Charging Stations, warrantees and Service Plans on ChargePoint

2.18 ***"Rights"*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 ***"Service Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 ***"Subscriber Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 ***"Token(s)"*** means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 ***"User"*** means any person using a Charging Station.

3. **AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS.** A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. **CPI'S RESPONSIBILITIES AND AGREEMENTS.**

4.1 **OPERATION OF CHARGEPOINT.** CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy.

4.2 **LIMITATIONS ON RESPONSIBLITY.** CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to

unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable, to the extent caused by Subscriber's actions or negligence, to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging

Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content by Subscriber. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Subscriber may not offset any amounts due to CPI hereunder against amounts due to Subscriber under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one percent (1%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments If any amount owing by Subscriber under this Agreement is more than forty-five(45) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. With prior written consent from Subscriber, CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) In any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within fifteen(15) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that reasonably indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.4.1 **TERMINATION BY SUBSCRIBER FOR MATERIAL CHANGES TO TERMS.** CPI will provide written notice to Subscriber of any material adverse change to the Terms and Conditions of Service of the Service Plan. If the changes will have a material adverse change on Subscriber, then CPI will either allow Subscriber to terminate this Agreement by providing sixty (60) days written notice to CPI, or CPI will apply the prior Terms and Conditions of Service of the Service Plan before the material adverse change to Subscriber.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or (ii), or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any actual and unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. GENERAL.

10.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

10.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

10.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

10.4 GOVERNING LAW AND VENUE. This Agreement is to be construed according to the laws of the State of California, excluding any conflict of law provisions that would require application of another choice of law. The State and Federal courts of competent jurisdiction located in Santa Clara, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement.

Each of the Parties submits to the jurisdiction and venue of these courts. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

10.5 NOTICES. Other than the notice required in Section 11.5, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

10.6 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

10.7 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

10.8 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

10.9 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

10.10 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

10.11 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

10.12 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies

or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

10.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

10.14 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

DocuSigned by:
Jonathan Kaplan
ChargePoint, Inc.

Subscriber: City of Mobile, AL

Name: William S. Stimpson

Title: Mayor, City of Mobile, Alabama

Date: 7-23-19

Address:
205 Government Blvd
Mobile, Alabama 36644

ATTEST:
City Clerk

Name: Jonathan Kaplan

Title: General Counsel

Date: 6/26/2019

Address:
254 E. Hacienda Ave
Campbell, CA 95008



EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"CPI Fees"*** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 ***"Session"*** or ***"Charging Session"*** means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars ($50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 ***"API Implementation"*** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means Subscriber.

1.2 ***"Rights Grantee"*** means a any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. **TERMS.** This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement.

CT4k Network Software Service Plans	Commercial
	+ Driver access control + Pricing & automatic fee collection + Waitlist + Videos + Please see attached sheet for all services

CT4k Plan Pricing	Commercial - $/Port	City of Mobile Ports	Extended Annual Price
	1 Year / 365 days $280	22	$6,160.00
	2 Year / 730 days $500	22	$11,000.00
	3 Year / 1095 days $705	22	$15,510.00
	4 Year / 1460 days $910	22	$20,020.00
	5 Year / 1825 days $1105	22	$24,310.00

Assure	Assure - Pricing	City of Mobile towers	Extended Annual Price
	1 Year / 365 days $740	7	$5,180.00
	2 Year / 730 days $1410	7	$9,870.00
	3 Year / 1095 days $2064	7	$14,448.00
	4 Year / 1460 days $2460	7	$17,220.00
	5 Year / 1825 days $2495	7	$17,465.00

Prices from Price Schedule dated: September 1, 2017

Session Fees	Per charging session rate
	10% of session fee City charges driver. City intends to charge customers $1 per hour during session. City would pay Chargepoint $0.10/hour.

APPENDIX A-1 –EVSE OPTIONS

Electric Vehicle Supply Equipment Installation and Sales Agreement between Alabama Power Company and The City of Mobile, an Alabama Class 2 Municipality

NON-NETWORKED

Clipper Creek Charger, Model HCS-40

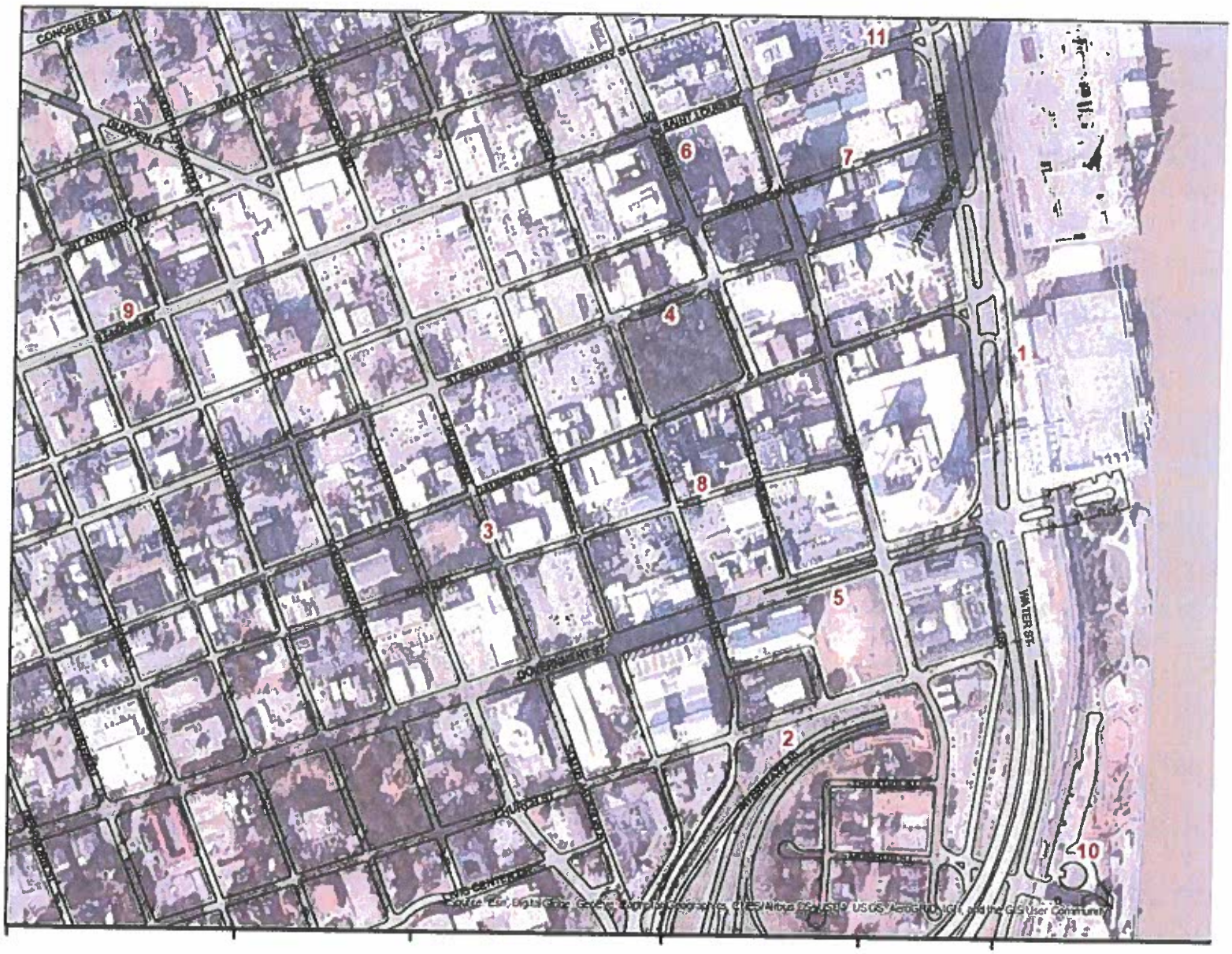
NETWORKED

ChargePoint Charger, Model CT4000

APPENDIX A-2 – DESCRIPTION OF EVSE AND ASSOCIATED FACILITIES

Electric Vehicle Supply Equipment Installation and Sales Agreement between Alabama Power Company and The City of Mobile, an Alabama Class 2 Municipality

SUGGESTED LOCATIONS



Location #1 Electric Vehicle Supply Equipment
Mobile Convention Center – Left Front Water St. Parking
1 S Water St. Mobile, Al. 36602

Two (2) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
Two (2) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #1 Associated Facilities

Four (4) 40amp 2 pole breakers
Two (2) Concrete bases for charging stations
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #2 Electric Vehicle Supply Equipment

Church St. Republic Parking Lot

155 Church St. Mobile, Al. 36602

Two (2) ClipperCreek model HCS-40R, Ruggedized 32A @ 240V Level 2 Commercial Chargers, Dual Pedestal Mount

Two (2) ClipperCreek 4' Pedestals with Charging Cable Retractor

Location #2 Associated Facilities

Four (4) 40amp 2 pole breakers

Four (4) Protective car bumpers

All wire, raceway, conduit, fittings, upgrading electrical power to 200amp service and all other materials to all EVSE components.

Location #3 Electric Vehicle Supply Equipment

Cathedral Square Parking

18 S Jackson St. Mobile, AL. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management

One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management

CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #3 Associated Facilities

Two (2) 40amp 2 pole breakers

One (1) Concrete base for charging station

All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #4 Electric Vehicle Supply Equipment
Bienville Square Parking
150 Dauphin St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #4 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #5 Electric Vehicle Supply Equipment
Mardi Gras Park Parking
108 S Royal St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #5 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
Two (2) Protective car bumpers
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #6 Electric Vehicle Supply Equipment
Federal Bldg. – St. Joseph St. between St. Michael and St. Louis Streets
155 St. Joseph St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Single Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Single Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #6 Associated Facilities

One (1) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #7 Electric Vehicle Supply Equipment
Staples Pake Bldg. on St. Michael St. between Royal & Water Streets
80 St. Michael St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #7 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #8 Electric Vehicle Supply Equipment
Old Gayfers Bldg. on Conti St. between Conception and St. Emanuel Streets
160 Conti St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #8 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #9 Electric Vehicle Supply Equipment
Buick Bldg. on St. Louis St. between N. Lawrence and Hamilton Streets
450 St. Louis St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #9 Associated Facilities

Two (2) 40amp 2 pole breakers
Two (2) Concrete bases for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #10 Electric Vehicle Supply Equipment
Mobile Cruise Terminal Gulf Quest Parking
155 S Water St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #10 Associated Facilities

Two (2) 40amp 2 pole breakers
Two (2) 20amp electric outlets @ located at panel
One (1) Concrete base for charging station
Two (2) Protective car bumpers
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #11 Electric Vehicle Supply Equipment
St. Louis Center on St. Louis St. between Royal and Water Streets
O Bayfest Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #11 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

APPENDIX B – BILL OF SALE

THIS BILL OF SALE from **ALABAMA POWER COMPANY,** an Alabama corporation (hereinafter called the "Seller") to **THE CITY OF MOBILE, an ALABAMA CLASS 2 MUNICIPALITY** (hereinafter called the "Purchaser");

WITNESSETH:

That the Seller, for and in consideration of Customer's operation of Electric Vehicle Supply Equipment ("EVSE"), under the terms and conditions set forth in that certain **Electric Vehicle Supply Equipment Installation and Sales Agreement** dated February 26, 2019 ("EVSE Agreement"), which is hereby acknowledged, does hereby bargain, grant, sell, and convey to the Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the personal property described on Appendix A to said EVSE Agreement (hereinafter called "the Property") and located on the real property of **THE CITY OF MOBILE, an ALABAMA CLASS 2 MUNICIPALITY**.

TO HAVE AND TO HOLD to said Purchaser, its successors and assigns forever. Seller and Purchaser agree that this Bill of Sale shall be governed by Alabama law. Seller does hereby covenant with the Purchaser, its successors and assigns, that Seller shall warrant and defend the same to the Purchaser, its successors and assigns, forever against the lawful claims of all persons claiming by or through Seller, but not otherwise.

IN WITNESS WHEREOF, the said Seller and Purchaser have caused this instrument to be executed effective as of Jun 19, 2019.

ALABAMA POWER COMPANY

By: _____

Name: Patrick T. Murphy, Jr.

Title: V.P. - Marketing & Economic Development

THE CITY OF MOBILE, an ALABAMA CLASS 2 MUNICIPALITY

By: _____

Name: William S. Stimpson

Title: Mayor

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William s. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Environmental Systems Research Institute, Inc for annual maintenance for ArcGIS mapping software for GIS.
General fund

Amount of Contract:

$103,380.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230725 ESRI Agenda Package POs	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12718	2023	(5010) GEOGRAPHIC INFO SYSTEMS	ANNUAL MAINTENANCE FOR ARCGIS MAPPING SOFTWARE FOR GIS (SOLE SOURCE)	$103,380.00	(50080) ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012718-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER QUOTE #26157097. THIS IS A SOLE SOURCE RENEWAL TO EXISTING MAPPING SOFTWARE. MAINTENANCE AGREEMENT ON SOFTWARE PURCHASED FROM ESRI, THE SOFTWARE DEVELOPER, ON PURCHASE ORDERS: A30037, A61673 AND A6617. THESE PURCHASES WERE IN 1997 AND 1999. (MUCH OF IT IS MIGRATED MAINTENANCE.)			
	SEND PURCHASE ORDER TO: MANNY BALLESTEROS SERVICE@ESRI.COM OR MBALLESTEROS@ESRI.COM FAX: 909-307-3083 ALTERNATE: SAMANTHARAMIREZ@ESRI.COM 1-909-369-2889 EXT. 2889			
001	Annual maintenance renewal for gis software for servers, desktops and web applications. Software supports third party software/systems - Nexgen, 911, Tyler products.	1.00 EACH	103380.00000	103380.00
	Additional Description Notes			
	ARCGIS DESKTOP ADVANCED CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 2 @ $3300 SECONDARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 10 @ $1320 ARCGIS DESKTOP STANDARD CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 1 @ $1650 SECONDARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 2 @ $1320. ARCGIS DESKTOP BASIC CONCURENT USE: ESRI REDISTRICTING FOR ARCGIS ONLINE ANNUAL SUBSCRIPTION START DATE: 8/5/2023 END DATE: 10/31/2024 QTY 1 @ $5584.93, PRIMARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 2 @ $770 SECONDARY MAINTENANCE START			

Bill To	Requisition 00012718-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	DATE: 11/01/2023 END DATE: 10/31/2024 QTY 17 @ $550 ARCGIS DESKTOP SPATIAL ANALYST FOR DESKTOP CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 1 @ $550 SECONDARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 4 @ $220 ARCGIS 3D ANALYST FOR DESKTOP CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 1 @ $550 SECONDARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $200 ARCGIS DESKTOP BASIC SINGLE USE PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 2 @ $400 ARCGIS NETWORK ANALYST FOR DESKTOP CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $500 SECONDARY MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 1 @ $220 ARCGIS BUSINESS ANALYST WEB APP ADVANCED ONLINE TERM LICENSE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 5 @ $100 ARCGIS DEVELOPER PROFESSIONAL ANNUAL SUBSCRIPTION START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $1800 ARCGIS INSIGHTS IN ARCGIS ONLINE TERM LICENSE START DATE: 11/01/2023 END DATE: 10/31/2023 QTY 3 @ $500 ARCGIS HUB PREMIUM ARCGIS ONLINE COMMUNITY TERM LICENSE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 1 @ $82500 ARCGIS ENTERPRISE ADVANCED UP TO FOUR CORES MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 1 @ $10,000 ARCGIS IMAGE SERVER UP TO FOUR CORES MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 1 @ $5000 ARCGIS MONITOR FOR ARCGIS SERVER UP TO FOUR CORES MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $2500 ARCGIS ONLINE FIELD WORKER TERM LICENSE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 60 @ $350 ARCGIS FOR SERVER ENTERPRISE ADVANCED UP TO FOUR CORES MIGRATED MAINTENANCE START DATE: 11/01/2023 END DATE: 10/31/2024 QTY 1 @ $82500 ATTN: BERENICE PEREZ or SAMANTHA RAMIREZ.			
1	1000.10.23.5010.5010.5000.0000.0000.42150.			103380.00

Bill To	Requisition 00012718-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 103380.00

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

Account	Amount	Remaining Budget
1000.10.23.5010.5010.5000.0000.0000.42150.		
	103380.00	47153.07
GIS EXP	MAINTENANCE & REPAIRS	

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

Activity	Date	Clerk	Comment
Approved	07/24/23	DONALD ROSE	Approved by: 9105fola
Approved	07/24/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/24/23	JOHN PAINE	Auto approved by: 910516727
Approved	07/24/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00012718-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Esri Maintenance Program

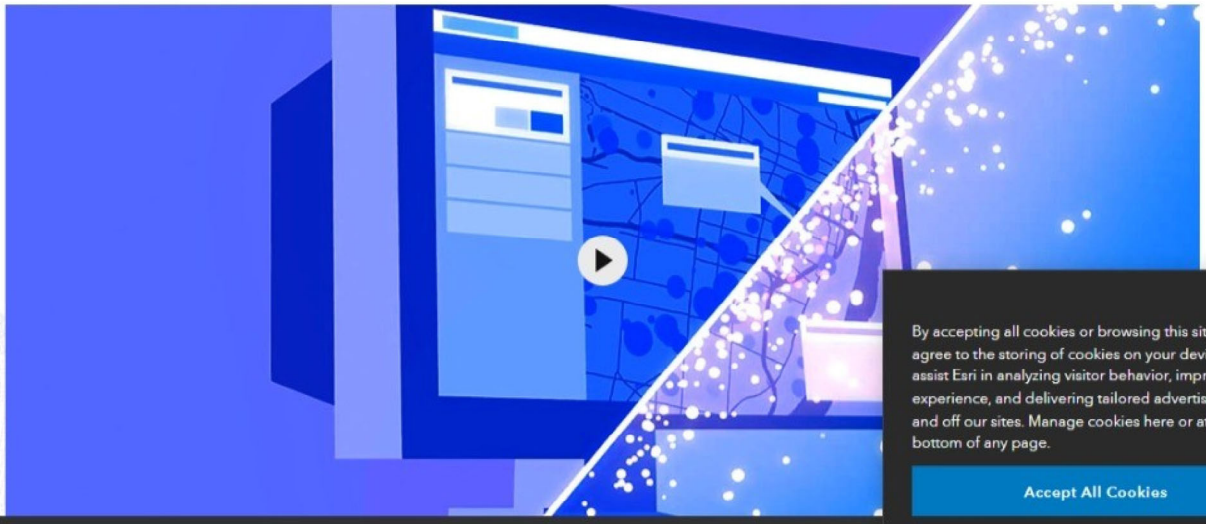
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AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Deere & Company for four John Deere 5095M utility tractors for Parks Department.
General fund and Capital Equipment

Amount of Contract:

$282,830.04

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230725 Deere Agenda Package POs	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12612, 12808	2023	(2034) ATHLETICS, (2050) FLEET MANAGEMENT-GARAGE	FOUR JOHN DEERE 5095M UTILITY TRACTORS FOR PARKS DEPARTMENT (ALABAMA STATE CONTRACT)	$252,830.04	(295477) DEERE & COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00012612-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2030.2012.2005.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
DEERE & COMPANY 2000 JOHN DEERE RUN CARY, NC 27513 Tel#800-358-5010 OPT 2 Fax 309-749-2313	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 DEBBIE.GOFF@YAHOO.COM Delivery Reference DEBBIE GOFF Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	295477	07/19/23			ATHLETICS

LN	Description / Account	Qty	Unit Price	Net Price
001	UTILITY TRACTOR AS SPECIFIED: 2023 OR NEWER 4WD 5095M UTILITY TRACTOR AS PER STATE OF ALABAMA CONTTRACT AND SUNSOUTH/DEERE QUOTE NUMBER 27604930. AS PER STATE OF ALABAME CONTRACT MA999200000000020 (PG 99 CG 22) Additional Description Notes --- DEERE TRACTOR #5095M WITH R4 TIRES	1.00 EACH	63207.51000	63207.51
1	1000.40.20.2030.2012.2005.0000.0000.47010.			63207.51

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 63207.51

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.47010.	63207.51	93487.35

Bill To	Requisition 00012612-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DEERE & COMPANY	MUNICIPAL GARAGE
2000 JOHN DEERE RUN	770 GAYLE STREET
	MOBILE, AL 36604
CARY, NC 27513	DEBBIE.GOFF@YAHOO.COM
Tel#800-358-5010 OPT 2	Delivery Reference
Fax 309-749-2313	DEBBIE GOFF
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	295477	07/19/23			ATHLETICS

Account		Amount	Remaining Budget
PARKS MAINTENANCE EXP	EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	07/22/23	JOHN PAINE	GL Allocation changed
Approved	07/19/23	DANIEL OTTO	
Approved	07/24/23	DANIEL OTTO	
Approved	07/25/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/25/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/25/23	JOHN PAINE	
Approved	07/25/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012808-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
DEERE & COMPANY 2000 JOHN DEERE RUN CARY, NC 27513 Tel#800-358-5010 OPT 2 Fax 309-749-2313	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	295477				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	UTILITY TRACTOR AS SPECIFIED: 2023 OR NEWER 4WD 5095M UTILITY TRACTOR AS PER STATE OF ALABAMA CONTTRACT AND SUNSOUTH/DEERE QUOTE NUMBER 27604930. AS PER STATE OF ALABAME CONTRACT MA999200000000020 (PG 99 CG 22) Additional Description Notes --- 2022 OR NEWER 4WD UTILITY TRACTOR. REQUESTED BY PARKS DEPARTMENT.	3.00 EACH	63207.51000	189622.53
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0756 .CAPEQUIPMT. .			189622.53

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 189622.53

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

Bill To	Requisition 00012808-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
DEERE & COMPANY 2000 JOHN DEERE RUN CARY, NC 27513 Tel#800-358-5010 OPT 2 Fax 309-749-2313	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	295477				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price Amount	Net Price Remaining Budget
	Account			
	E C0756 .CAPEQUIPMT. .		189622.53	322.45

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	189622.53	93487.35

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	07/21/23	DANIEL OTTO	
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
Approved	07/24/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/24/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/24/23	JOHN PAINE	
Approved	07/24/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
STATEWIDE TRACTOR MASTER AGREEMENT Amendment #1

Type
Master Agreement

Supplier
Deere & Company

Contract Code
2000000000020-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Bryan	Matthews	bryan.matthews@purchasing.alabama.gov	334-353-5433

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Andrew	Roman	GovContractSupport@JohnDeere.com	800-358-5010

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/20/2021

End Date
10/20/2023

Documents

- Final_MA_999_200000000020_3_MA_FORM_ADV_PDF.PDF
- Final_MA_999_200000000020_3_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
Optional Equipment - John Deere Tractor	2000000000-999-30		Each
2032R - John Deere, Compact Tractor	200000000020-999-1	23,910.00	Each
20 HP Tractor, PTO 20 HP per	200000000020-999-1		Each

Item Name	Product Code		UOM
specification 020E01			
25 HP Tractor, PTO 25 HP per specification 020E01	200000000020-999-2		Each
3032E - John Deere, Compact Utility Tractor	200000000020-999-2	21,340.00	Each
3039R - John Deere, Compact Utility Tractor	200000000020-999-3	28,042.00	Each
30 HP Tractor, PTO 30 HP per specification 020E01	200000000020-999-3		Each
35 HP Tractor, PTO 35 HP per specification 020E01	200000000020-999-4		Each
3046R - John Deere, Compact Utility Tractor	200000000020-999-4	32,574.00	Each
5055E - John Deere, Utility Tractor	200000000020-999-5	24,807.00	Each
40 HP Tractor, PTO 40 HP per specification 020E01	200000000020-999-5		Each
45 HP Tractor, PTO 45 HP per specification 020E01	200000000020-999-6		Each
5065E - John Deere, Utility Tractor	200000000020-999-6	27,661.00	Each
4066M - John Deere, Compact Utility Tractor	200000000020-999-7	38,266.00	Each
50 HP Tractor, PTO	200000000020-999-7		Each

Item Name	Product Code	UOM
50 HP per specification 020E01		

1 2 3 4 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for 20yd New Way Cobra rear-load garbage truck on Peterbilt chassis for Sanitation Dept.
Fleet Capital

Amount of Contract:

$221, 839.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230725 Sansom Agenda Package POs	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12557	2023	(2050) FLEET MAINTENANCE-GARAGE	20YD NEW WAY COBRA REAR LOAD GARBAGE TRUCK ON PETERBILT CHASSIS FOR SANITATION DEPT (OMNIA SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$221,839.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012557-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	REAR LOADER GARBAGE TRUCK AS SPECIFIED: 2023 OR NEWER 20 YD. NEW WAY COBRA REAR LOADER GARBAGE TRUCK ON A 2023 PETERBILT 537 CHASSIS AS PER OMINIA CONTRACT 091219-NWY AND SANSOM QUOTE SECQ6406 DATED 7-5-2023 Additional Description Notes --- 2023 OR NEWER 20 YD. NEW WAY COBRA REAR LOADER GARBAGE TRUCK. REQUESTED BY 2090 SANITATION	1.00 EACH	221839.00000	221839.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .			221839.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 221839.00

Bill To	Requisition 00012557-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E MP02070 .VEHICLEEXP. .		221839.00	271264.37
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47120.		221839.00	93487.35
	MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)			

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

Activity	Date	Clerk	Comment
Approved	07/19/23	CHARLES SUMRALL	
Approved	07/19/23	SHONNDA SMITH	
Approved	07/19/23	JAMES DELAPP	Auto approved by: 910518244
Approved	07/19/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	07/24/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/24/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/24/23	JOHN PAINE	
Approved	07/24/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Scranton Manufacturing

Waste & Recycling Vehicles

#091219-NWY
Maturity Date: 11/15/2023
Website: scrantonmfg.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 091219-NWY gives access to the following types of goods and services:

- Mammoth front loader
- Mammoth Western series front loader
- King Cobra rear loader
- Cobra Magnum rear loader
- Cobra rear loader
- Viper rear loader
- Diamondback rear loader
- Sidewinder XTR automated side loader
- Roto Pac automated side loader
- Cobra split-body rear loader

Locate your local dealer or representative
(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
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.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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New Way #091219-NWY

Pricing provided for contract # 091219-NWY includes a 4 % discount off MSRP to Sourcewell participating agencies.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

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:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Best Price Services LLC for ditch clearing services, Cody to University, Ziegler to Old Shell.
General fund.

Amount of Contract:

$575,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230725 Best Agenda Package POs	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12742	2023	(2086F) FLOOD CONTROL	CLEAR STORM DITCHES: CODY TO UNIVERSITY, ZIEGLER TO OLD SHELL, FOR PUBLIC SERVICES (SEALED BID 5809)	$575,000.00	(292420) BEST PRICE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012742-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
001	DITCH CLEANING SERVICES TO BE CONDUCTED WITHIN THE FOLLOWING AREA CODY ROAD WASTWARD TO UNIVERSITY BLVD, ZIEGLER RD SOUTHWARD TO OLD SHELL ROAD. VENDOR TO CLEAR AND CLEAN THE DRAINAGE DITCHES AND WATER WAYS WITHIN TEH ABVE STATED AREA BOUNDRIES. VENDORREPONSIBLE TO REMOVE ALL DEBRIS AND LITTER FROM THE DRAINAGE AREAS IN THE ABOVE DESCRIBED AREA. AS PER CITY OF MOBILE BID #5809 AND YOUR QUOTE.	1.00 EACH	575000.00000	575000.00
1	1000.40.20.2070.2086.2070.0000.0000.42155.			575000.00

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

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

Requisition Link

Requisition Total 575000.00

Bill To	Requisition 00012742-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42155.	575000.00	1692559.75
PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE		

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

Activity	Date	Clerk	Comment
CCancelled	07/22/23	JOHN PAINE	GL Allocation changed
Approved	07/20/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	07/20/23	JAMES DELAPP	
Approved	07/20/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	07/24/23	SHONNDA SMITH	
Approved	07/24/23	JAMES DELAPP	Auto approved by: 910518244
Approved	07/24/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	07/25/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/25/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/25/23	JOHN PAINE	
Approved	07/25/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5809
DITCH CLEANING SERVICES

	CODY TO UNIVERSITY ZIEGLER TO OLD SHELL	COCA COLA RD TO I-10
HUGHES 360	$120,000.00	$28,000.00
BEST PRICE SERVICES	$575,000.00	$85,000.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/18/2023	**5809**	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, June 13, 2023

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	DITCH CLEANING SERVICES Contractor(s) to clean the following drainage ditches in the City of Mobile. Ditches will consist of 2 types of concrete trapezoidal and earthen ditches. City wants the work to be completed within 60 days after the issuance of the Purchase Order. Concrete Trapezoidal and Earthen Ditches Ditches between Cody Road to University Blvd (East and West) Zeigler Blvd to Old Shell Road North and South **THE ABOVE TO BE AWARDED ALL OR NONE** **THE FOLLOWING EARTHEN DITCHES TO BE AWARDED ALL OR NONE** Earthen Ditches • 5225 Coca Cola Road to I-10 Ditches will be cleaned as per the following and attached information. **A mandatory pre-bid meeting will be held at 8:30 am on Wednesday, May 31, 2023 at the Public Works offices at 1900 Hurtel Street, second floor meeting room.** Page 1 of 5					
			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

Bidders must attend the entire meeting.

Failure to attend or to attend the complete meeting will be cause for rejection of your bid.

Vendor will need to provide the following Certificate of Insurance with the following minimum requirements within 24 hours of the request by the City of Mobile.

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

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.

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.

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

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

The City is interested in starting the ditch maintenance season as soon as possible, therefore, Vendors must be properly qualified to do business with the City of Mobile.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

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	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 is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5809**.

Here is the link for map images:
https://maps.cityofmobile.org/bids/5809/index.html

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Tuesday, June 13, 2023**, or the **Bid #5809.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Tuesday, June 13, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

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

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Any bids delivered after **12:01 P.M., Tuesday, June 13, 2023** will be returned unopened.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org

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.

PRICING

Concrete Trapezoidal/Earthen

Ditches between Cody Road to University Blvd (East and West)

Zeigler Blvd to Old Shell Road North and South $_____

Earthen Ditches

5225 Coca Cola Road to I-10 $_____

STORMWATER DRAINAGE DITCH CLEANING

DESCRIPTION

The City of Mobile (COM) is seeking bids for the cleaning of specified drainage ditches throughout the COM as per the following and attached location map. Contract work will start upon direction of the COM. All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. The ditches are clearly described in the link provided by the COM which includes maps of the ditches.

1. DITCH CLEANING

Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. as per the attached typical sections. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable as directed. Disposal of sediment shall be as directed and may include redistributing within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the COM shall be notified.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for damages due to ditch sections due to contractor negligence or improper use of equipment.

The main flow lines of ditches in low areas overrun by vegetation with no clearly established channels shall be cleared by the contractor. A city representative will define the main flow line, as required.

If pipe blockages or beaver dams are found in ditches, Public Services is to be notified. COM will clear any blocked pipes.

2. TRASH

All trash and litter (except tires) within the ditch section shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. (ROW STAGING LOCATION TO BE COORDINATED WITH PUBLIC SERVICES)

Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible to a truck and trailer. The COM Public Services Trash Division shall be contacted for removal of the pile.

3. VEGETATION REMOVAL

Contractor is responsible for the removal of living and dead vegetation inside the easements of the ditches assigned (see attached cross sections). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by COM. If unsure of the area, there will be a contact at Public Services for clarification.

Overhanging vegetation from ditches that are less than five feet tall shall be cleared, up to at least five feet from the bottom of the ditch. Ditches that are taller than five feet shall be cleared of overhanging vegetation to the top edge of the ditch.

The grass and vegetation shall be mowed to a height of 4" to 6"

The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch.

Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is complete.

In the areas where the slope of an earthen ditch wall is greater than a 1:1 slope, the vegetation will be trimmed by the contractor up to and even with the top of the wall.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches leaves bare exposed ground, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil.

4. FIELD DOCUMENTATION

The following documentation will be required to be maintained by the contractor:

1) Photos of the ditches, before and after cleaning.
2) The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
    a. Provide documentation, with each invoice, showing the amount and location of litter removed in that pay period
    b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3) Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify work was conducted down to the water line, and to verify all visible trash was removed. If requested by the contractor, the COM will have an inspector available daily to verify the contractor's work to eliminate additional work by the contractor being required after a ditch's water level lowers.

5. ACCESS

The COM guarantees access to each ditch from at least one end, not always both.

While workers are present, contractors are allowed to remove fences to enter ditch areas; fences must be replaced when workers are not present.

6. TRAFFIC CONTROL

The COM will not assist with traffic control. Contractor is responsible for the implementation and maintenance of any traffic control. Traffic control methods shall conform with the current MUTCD.

7. ADDITIONAL REQUIREMENTS

The COM is interested in starting the ditch maintenance activities as soon as possible, therefore, vendors must be properly qualified to do business with the COM. Vendors shall provide with this bid the following:

- Registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register
- COM Business License Number
- Proof of Registration with the E-Verify Program, Federal and State
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification

The following is required and must be filled in:

Registration Number with Secretary of State Office __
COM of Mobile Business License Number ___
E-Verify Enrollment Number
Insurance Carrier can provide Certificate of Insurance for COM requirements within one (1) day of notification: YES_NO_

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

COM of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided, they have the above required items. A blank copy of the Service Contract is included in this bid package. The blank Contract copy does not have to be filled out or returned with this bid.

A Bid Bond is not required.

8. SAFETY

Contractor shall comply with all applicable OSHA and COM of Mobile rules and regulations. Contractor shall provide effective safety training to employees. Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment.

Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties.

The COM has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify COM in the event of a spill.

If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator.

Failure to comply with safety issues may result in contract termination.

Contractor shall notify the COM of Mobile of any incidents reported to them.

9. PAYMENT

1. Payment will occur when each awarded ditch listed in the contracted sector is completed (cleaned and cut) as described above by the contractor and inspected by COM Staff.

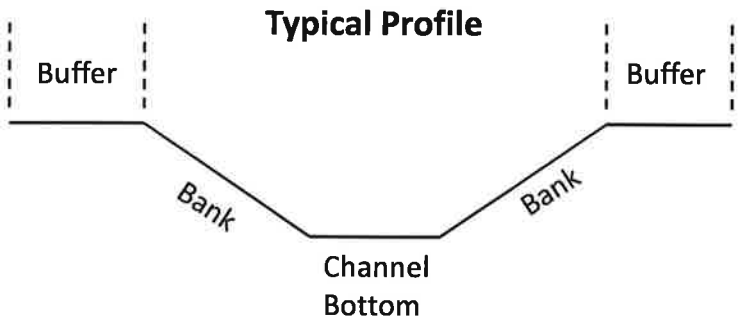
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. If the contractor prefers, COM can accommodate a 2-payment model. 50% payment when 50% of the work is done (as inspected/approved by Public Services staff in the payment process described above).
4. The penalty for exceeding the 60-day project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor.
5. If rain disrupts the schedule, weather records must be noted on the submitted schedule to explain any variances in the completion timeline.

The price that is quoted in the bid documents is the price the COM will pay for your services.

10. PERFORMANCE

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, the entire contract may be terminated. The COM is the sole determiner of whether the vendor is operating at the capacity required.

Trapezoidal Ditch Maintenance Standards



Note: *This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.



Buffer Area Encroachments



Slope and Bank Obstructions





Trapezoidal Ditch Maintenance Standards

Expected Condition After Maintenance

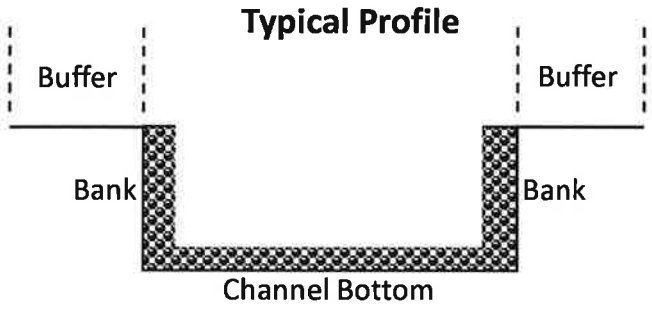








Gabion Ditch Maintenance Standards



Note: *This profile represents a typical Gabion ditch. Depth and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

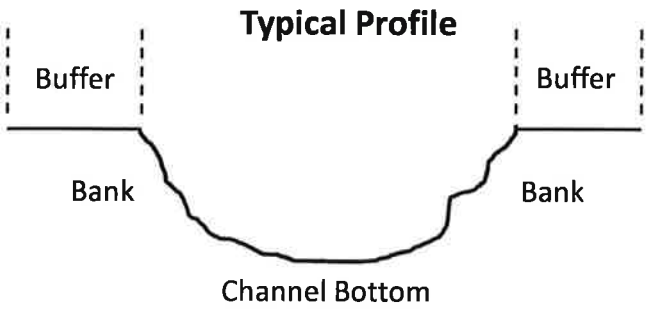




Gabion Ditch Maintenance Standards

Expected Condition After Maintenance

Earthen Ditch Maintenance Standards



Note: *This profile represents a typical earthen ditch. Depth, slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.





Earthen Ditch Maintenance Standards

Expected Condition After Maintenance





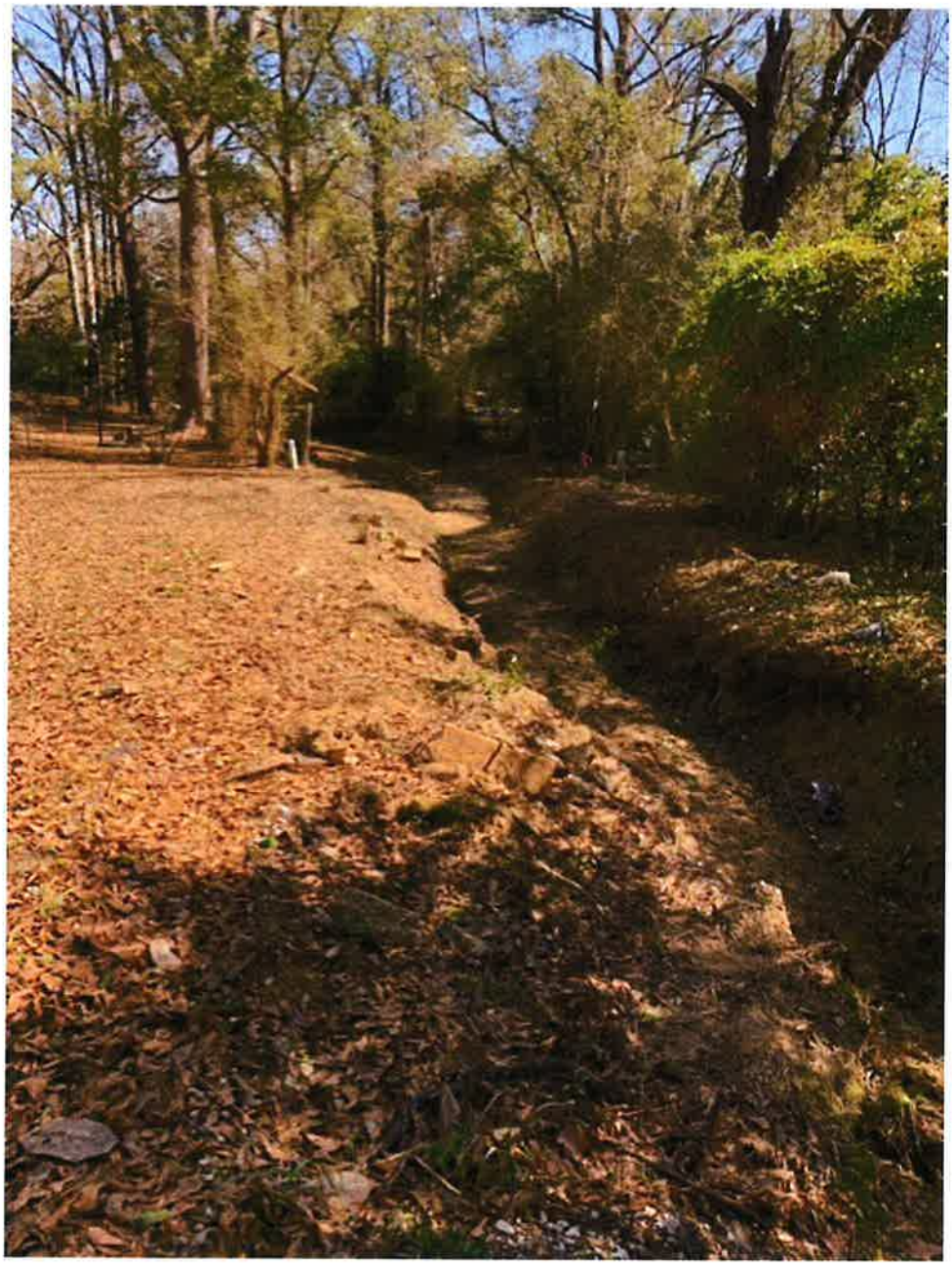




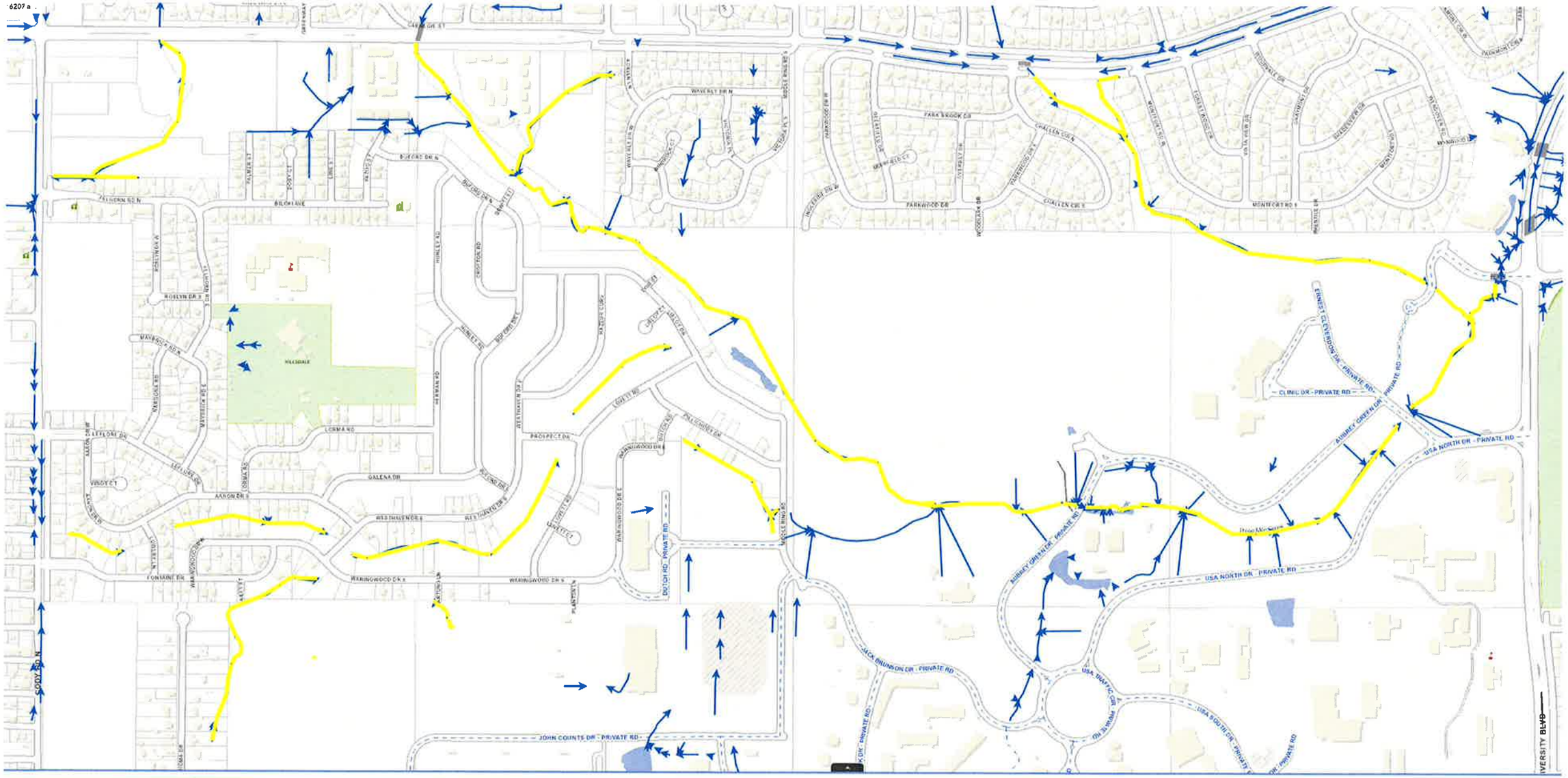


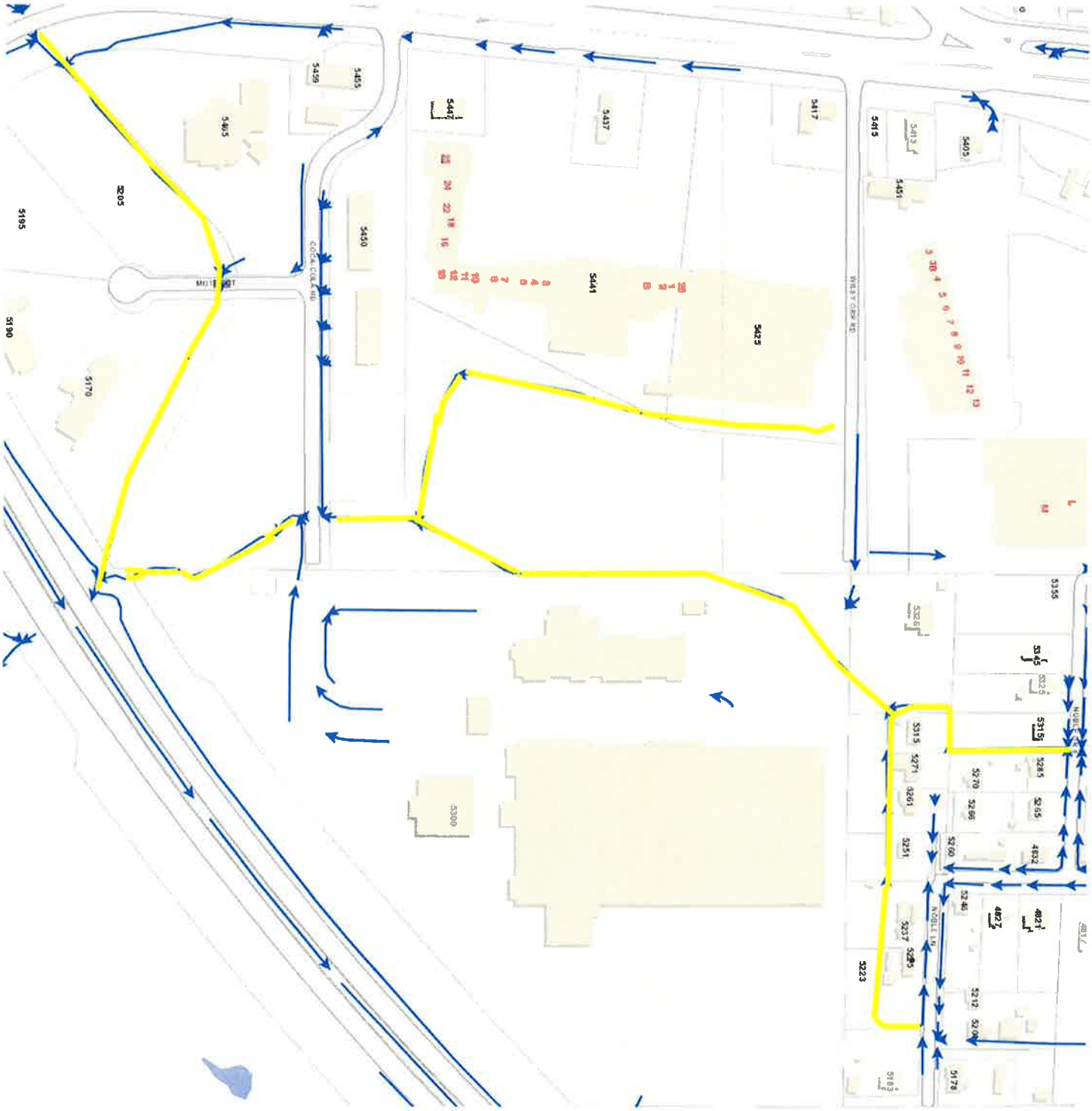









6207 a
CLARKRIDGE CT
WAVERLY DR N
PARKWOOD DR
MONTCREST RD
PALMERN RD N
BILOXI AVE
BUFORD DR
HUNLEY RD
ROSLYN DR
WAVERLY RD
LORNA RD
PROSPECT DR
GALENA DR
AARON DR
WESTHAVEN DR
WARINGWOOD DR
SODY RD N
DOTOH RD - PRIVATE RD
JACK BRUNSON DR - PRIVATE RD
JOHN COUNTS DR - PRIVATE RD
AUBREY GREEN DR - PRIVATE RD
USA NORTH DR - PRIVATE RD
USA TRAFFIC CIR
USA SOUTH DR - PRIVATE RD
CLINE DR - PRIVATE RD
UNIVERSITY BLVD



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:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toter LLC for garbage cart lids, wheels, and hinges for Garbage Collection.
General fund.

Amount of Contract:

$79,650.16

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230725 Toter Agenda Package POs	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12707	2023	(2090B) GARBAGE COLLECTION	GARBAGE CART LIDS, WHEELS, AND HINGES FOR GARBAGE COLLECTION (OMNIA NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$79,650.16	(205975) TOTER LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00012707-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TOTER LLC	PUB WORKS-SOLID WASTE
P O BOX 5338	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes PRICING PER OMINIA CONTRACT 171717 AND TOTER QUOTE #WQ-10280814 DATED 7-17-2023			
001	Model B99796 - Toter 96 Gallon Gen II Lid - OMNIA-2 lid stamps - -Lid Color-(200) Black	3000.00 EACH	19.44000	58320.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			58320.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	Model 5197-00-0000 - Strap Claw Hinge for Lid	10000.00 EACH	0.23000	2300.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			2300.00

Bill To	Requisition 00012707-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TOTER LLC	PUB WORKS-SOLID WASTE
P O BOX 5338	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	M5 X 22 TORX WASHER HEAD PT SCREW, BLACK ZINC	20000.00 EACH	0.04000	800.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			800.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS-SOLID WASTE			

Bill To	Requisition 00012707-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TOTER LLC	PUB WORKS-SOLID WASTE
P O BOX 5338	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
004	WHEEL, 10" X 1 3/4" BLACK KNOBBY, 5/8" BORE, 9/16" L SPACER Sunburst Wheels 6250-10-0200	2000.00 EACH	4.50000	9000.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			9000.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Delivery Reference TIFFANY DAVIS			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	SHIPPING & TAX (FREIGHT)	1.00 EACH	9230.16000	9230.16
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			9230.16

Bill To	Requisition 00012707-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
TOTER LLC	PUB WORKS-SOLID WASTE
P O BOX 5338	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 79650.16

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	79650.16	970841.81
SANITATION EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	07/19/23	SHONNDA SMITH	
Approved	07/19/23	JAMES DELAPP	Auto approved by: 910518244
Approved	07/19/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	07/24/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/24/23	SANDRA LEWIS	Auto approved by: 9105paij

Bill To	Requisition 00012707-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
TOTER LLC P O BOX 5338 STATESVILLE, NC 28687 Tel#704-872-8171 Fax 704-878-0734	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 TIFFANY.DAVIS@CITYOFMOBILE.ORG Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 07/24/23 JOHN PAINE			
	Approved 07/24/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Toter
Built for Extremes

Toter

Recycling Container Solutions, Equipment & Services

Toter has been recognized as the leading manufacturer of two-wheeled carts for curbside automated waste, recycling and organics collection by cities, private waste haulers and recyclers. Today, Toter is the top-selling cart brand for the curbside collection of waste, recycling, and organics, and manufactures organics carts, caster carts, stationary containers, front-load containers, tilt trucks, cart lifters, and more for a variety of markets. In 2007, Toter joined the Wastequip family, the leading North American manufacturer of waste handling and recycling equipment.

Click Your Industry

Education | Government

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

Waste and recycling products, equipment, & solutions are available on a competitively solicted and publicly awarded cooperative contract. Streamline your purchasing process and start saving valuable time and resources.

- **Refuse and Recycling Container Solutions and Related Products, Equipment and Services**
  City of Tucson, AZ | 171717

VIEW CONTRACT DOCUMENTATION | CONTACT US



This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept | Decline

Toter 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.

Refuse and Recycling Container Solutions and Related Products, Equipment and Services

City of Tucson, AZ
Contract Number: 171717

February 1, 2018 through January 31, 2019
Option to renew for four (4) additional one-year periods through January 31, 2023
RENEWED THROUGH January 31, 2023
EXTENDED THROUGH July 31, 2023

Executive Summary

- National IPA Executive Summary
- Tucson Executive Summary
- Pricing Overview
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- New Jersey Disclosure
- Sales Contact Information
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13
- Contract Amendment 14
- Contract Amendment 15
- Contract Amendment 16
- Contract Amendment 17
- Contract Amendment 18
- Contract Amendment 19
- Contract Amendment 20
- Contract Amendment 21
- Contract Amendment 22
- Contract Amendment 23
- Contract Amendment 24
- Contract Amendment 25

Response Evaluation

- Supplier Response to RFP

Solicitation Process

- Original RFP Document
- RFP Amendment 1
- Proof of Publication

Toter Pricing

The City of Tucson, AZ award includes a broad menu of options* so that each participating agency may customize their carts for the particular needs of their community. Therefore, each project MUST be priced individually. A Toter representative will work directly with each individual agency to identify the requirements and review the options available to meet those requirements.

*Options available include:

- Universal and Fully Automated Cart Designs.
- Various size containers 2, 13, 16, 21, 24, 32, 35, 48, 64, 96 Gallon for Refuse, Recycling and Organics Collection.
- Toter's EVR II Series feature a nestable design allowing fully assembled carts to be stacked one inside another for storage and delivery efficiencies and cost savings (not available for 16, 21, 24 and 35 gallon sizes).
- Various color options including innovative Granite colors.
- Custom markings include hot stamping, lid inserts, and multi-color graphics.
- Service options for Cart Assembly and Delivery and full-service Cart Maintenance.

Pricing submitted by Toter, LLC in response to the City of Tucson, AZ RFP #171717. The City of Tucson requirements are available at http://www.nationalipa.org/Pages/Contracts-search.aspx?k=toter or your local Toter representative.

For additional information, please contact your local Toter Municipal Sales Division representative or Toter Customer Satisfaction at 800-424-0422.

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

October 1, 2022

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.

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:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North America Fire Equipment Co Inc for 1.75in, 2.5in, and 5in Key fire hose for MFRD.
General fund.

Amount of Contract:

$26,360.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230725 NAFECO Agenda Package POs	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12181	2023	(1510) FIRE ADMINISTRATION	REPLACEMENT 1.75IN, 2.5IN, AND 5IN FIRE HOSE FOR MFRD (NPP GOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$26,360.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00012181-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	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
07/11/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER THE NPP GOV CONTRACT PS20045-1910 AND YOUR QUOTE Q1223070781434			
001	HOSE FIRE, DOUBLE JACKET, DACRON 1 3/4 X 50' LENGTH WITH COUPLINGS, RED. VENDOR TO PROVIDE KEY FIRE HOSE BIG 10 FDNY DP18-800-FDNY. Additional Description Notes --- PER QUOTE Q1223070781434 Vendor Item Inventory Item/Loc 17291	20.00 EACH	214.00000	4280.00
	1 1000.30.15.1510.1522.1510.0000.0000.47020.			4280.00
	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			

Bill To	Requisition 00012181-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	HOSE FIRE: Key Fire Hose, 2.5" x 50' White, DJ, ECO, 800 PSI,2.5"NH DP25WX50-800ECO PER quote Q1223070781434 Vendor Item	20.00 EACH	199.00000	3980.00
	1 1000.30.15.1510.1522.1510.0000.0000.47020.			3980.00
	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	HOSE FIRE: Key Fire Hose, 5.0" x 100' Yellow, Rubber, 450 PSI, 5"Stz RC50X100Y50S PER quote Q1223070781434 Vendor Item	20.00 EACH	905.00000	18100.00
	1 1000.30.15.1510.1522.1510.0000.0000.47020.			18100.00

Bill To	Requisition 00012181-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/23	149290				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 26360.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.47020.	26360.00	1771396.02
FIRE SUPPRESSION DIV EXP	EQUIPMENT (LESS THAN $5000)	

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

Activity	Date	Clerk	Comment
Unknown	07/24/23	SANDRA LEWIS	
Approved	07/24/23	DONALD ROSE	Auto approved by: 910518227
Approved	07/24/23	SANDRA LEWIS	
Approved	07/24/23	JOHN PAINE	Auto approved by: 910518227
Approved	07/24/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To	Requisition 00012181-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/11/23	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

NAFECO – FFE

Publicly Solicited Contract

START DATE:
March 24th, 2020

POTENTIAL END DATE:
March 24th, 2026

CONTRACT NUMBER:
PS20045

LEAD PUBLIC AGENCY:
League of Oregon Cities (https://nppgov.com/profile_list/lead-agencies)

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Fire Fighting Equipment
- Hazardous Material Equipment
- Fire Extinguishers
- FIre Fighter Foam
- Fire Fighter Hoses
- Fire Pumps

Instructions to Access This Contract

Please Log in (https://nppgov.com/contract/nafeco-ffe/?login=true) to view complete list of contract documents and instructions.

Log In (https://nppgov.com/contract/nafeco-ffe/?login=true)

For Best Viewing Results Download Contract Docs

Click **Here (https://s3.us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2023/01/30222928/NPPGov_Adobe_Download_Instructions.pdf)** for Viewing Instructions

Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

NPPGov Customer Service
customerservice@nppgov.com (mailto:customerservice@nppgov.com)
Phone: 877.329.8847

Testimonial

> *The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases.*

Jeffrey Peebles
Lyon County Sheriff's Office

NAFECO

NAFECO Company Overview

North America Fire Equipment Company, Inc.(NAFECO) was started in 1968 by its founder, Jerrell Oaks. It began primarily as a service business tolocal factories and businesses doing fire extinguisher service and has developed over the years into a full line distributor of fire, law enforcement, and industrial safety apparel and equipment.

Additional Company Information

NAFECO Website (https://nafeco.com/)

NAFECO Customer Service
Lynn Clemons
lynn.clemons@nafeco.com (mailto:lynn.clemons@nafeco.com)
800.628.6233

NAFECO Mailing Address
1515 West Moulton Street
Decatur, AL 35601

ADDRESS

17930 International Blvd.
Suite 900
SeaTac, WA 98188

CONTACT

Phone: 877.329.8847
customerservice@nppgov.com (mailto:customerservice@nppgov.com)

SOCIAL

(https://www.facebook.com/NPPGov) (https://twitter.com/NPPGov) (https://www.youtube.com/channel/UCf7Kha5PPKp4-t0QZcy9NGg) (https://www.linkedin.com/company/nppgov)

Terms and Conditions (https://nppgov.com/terms-and-conditions/) Privacy Policy (https://nppgov.com/privacy-policy/)
Copyright National Purchasing Partners © 2021

LEAGUE OF OREGON CITIES
Fire Fighting Equipment Solicitation Synopsis
Solicitation No. 1910

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighting Equipment. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighting Equipment using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1910) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11, 2019.

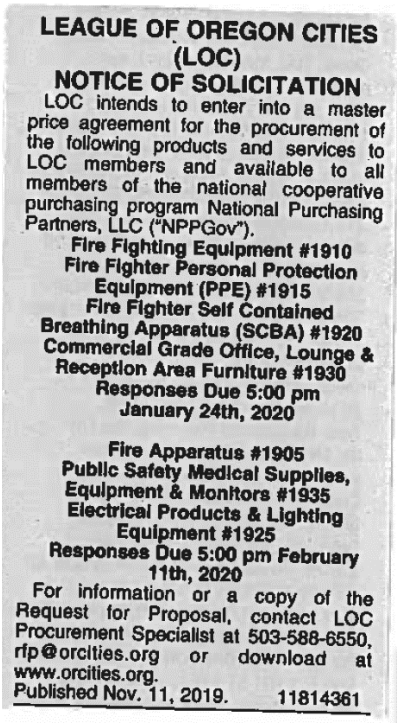
The RFP was published in USA Today on November 12, 2019.

The RFP closed on January 24th, 2020.

The RFP was awarded on March 5th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.

Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger
5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. NM Fire
11. Ten-8

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Avidbots Corp
2. Cascade Fire
3. Curtis
4. Draeger

5. Geargrid
6. Heracles
7. Holmatro
8. MES
9. NAFECO
10. Ten-8

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Avidbots Corp: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Cascade Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Draeger: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Geargrid: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Heracles: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Holmatro: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MES: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE FIGHTING EQUIPMENT to the following addresses:

L.N. Curtis and Son Attn: Nick Lawrence 1800 Peralta Street Oakland, CA 94067		MES Attn: Seth Cosans 7 Poverty Road 85H Bennett Square Southbury, CT 06488		Ten-8 Fire Equipment, Inc. Attn: Cindy Morgan 2904 59th Ave. Dr. E. Bradenton, FL 34203
Hughes Fire Attn: Rex Hughes 910 Shelley St. Springfield, OR 97477		Municipal Equipment Company, LLC Attn: Mathew Fenneman 134 E. 3rd. St. Tifton, GA 31794		NAFECO Attn: Ronald Woodall 1515 West Moulton St Decatur, AL 35601
5 Alarm Fire & Safety Equipment, Inc. Attn: Gerry Fleisher 350 Austin Circle, Delafield, WI, 53018		Draeger Attn: 7256 S. Sam Houston W. Pkwy Suite 100 Houston, TX 77085		FLIR Attn: Jason Messerschmidt 9 Townsend West Nashua, NH 03063
Holmatro Attn: JoAnn Tyler 505 McCormick Drive Glen Burnie, MD 21061		GearGrid Attn: Jeff Anderson 670 S.W. 15th St. Forest Lake, Mn 55025		

Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.

OFFICIAL STAMP
JENNIFER CYPERT
NOTARY PUBLIC-OREGON
COMMISSION NO. 964506
MY COMMISSION EXPIRES JULY 11 2021

NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Michelle Ropp** , being first duly swom, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FIRE FIGHTING EQUIPMENT
League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2019**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

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Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

MCA russell johns

National Minority Business Diversity Organization

NMSDC WOSB Certified

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

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Responses due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: **http://pioneerelectric.coop/resources/storm-restoration/**

Bids due by 12/2/2019.

IN SEARCH OF

Attention Diabetics!
NO More Finger Pricking
Get Your New GCM Devices

Covered by Medicare (must test/inject 4+ x a day)

855-629-5927

SUCCESSFUL ADVERTISEMENTS start with USA TODAY Marketplace

Call: **1-800-397-0070**

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ANTIQUE CLASSICS

Wanted Old Foreign Project Cars!

Any old foreign cars/Any Condition Porsche, Jaguar, Mercedes, Rolls Royce, Ferrari and more. Fast and Easy transactions, Cash on the spot.

Call 703-832-2202

BUSINESS

BUSINESS OPPORTUNITIES

STILL CHASING MONEY?

Copy us.
Newcomers doing better than $30 K in their first month!

TooDamnEasy.com

Referral ID MA80659.
Direct Marketing Opp.

BUSINESS OPPORTUNITIES

Help Families Save Thousands on College

- Work from home
- B2B Big-ticket Sales
- High Profit Margins
- All digital
- Exclusives & 50% Financing may be available

850.781.9131

INVESTMENTS

20% APR PAID & INSURED

You Hold the Title
P&I Paid Monthly
$45k Investment
$66k Return
Short Term

985-630-6485

MARKETPLACE

NOVELTY

https://brooklynnovelties.com/

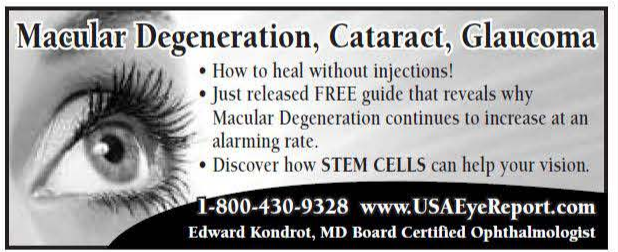


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Call:1-800-397-0070

HEALTH / FITNESS

INVOKANA MEDICATION WARNING

ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR YOUR DIABETES.

YOU MUST CALL US NOW:

800-804-8248

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Church of Christ, Box 8453, Falls Church, VA 22041 888-949-2176
www.gracewords.org

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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 NPPGov 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 NPPGov, 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 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 NPPGov 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 NPPGov, 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 NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov'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:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Classic Paint & Body Inc for wreck repairs to 2021 Chevrolet Tahoe.
Fleet capital.

Amount of Contract:

$17,995.35

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

ATTACHMENTS:

Description	Type	Upload Date
20230725 Classic Agenda Package POs	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12076	2023	(2050) FLEET MANAGEMENT - GARAGE	REPAIR WRECK DAMAGE TO 2021 CHEVROLET TAHOE (SEALED BID 5825)	$17,995.35	(294881) CLASSIC PAINT & BODY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012076-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
CLASSIC PAINT & BODY INC P O BOX 545 WILMER, AL 36587 Tel#251-649-3607 Fax 251-649-3602	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 SHERRIL.DOWNEY@CITYOFMOBILE.ORG Delivery Reference DERRICK HILL Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/23	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes NGPO#:PO-00592			
001	00110-Wreck Repair LOT	1.00	17995.35000	17995.35
	Additional Description Notes WORKFILE ID: 5AF9333 7/6/23 VIN:1GNSCLED6MR460527 VENDOR TO PICK VEHICLE UP DFROM CITY OF MOBILE BODY SHOP, REPAIR WRECK DAMAGE AND RETURN REPAIRED UNIT TO THE CITY OF MOBILE AS PER CITY OF MOBILE BID #5825 AND YOUR QUOTE			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			17995.35
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 17995.35

Bill To	Requisition 00012076-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	DERRICK HILL
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/23	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.45050.		17995.35	1771396.02
	MOTOR POOL EXP REPAIR PARTS			

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

Activity	Date	Clerk	Comment
Approved	07/24/23	CHARLES SUMRALL	Approve repairs
Approved	07/25/23	SHONNDA SMITH	
Approved	07/25/23	JAMES DELAPP	Auto approved by: 910518244
Approved	07/25/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	07/25/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/25/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/25/23	JOHN PAINE	
Approved	07/25/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
07/13/2023	**5825**	Police Dept	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, July 21, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

WRECK DAMAGE REPAIRS TO 2021 TAHOE

Vendor to conduct wreck damage repairs to a 2021 Chevrolet Tahoe. Vendor will repair to like new condition.

Vendor will be responsible to do both body repairs and replacement of City added law enforcement equipment, to include but not limited to, push bumper, lights, siren speaker, etc.

Vehicle is located at the City of Mobile Body Shop at 901 Kelly Street and may be viewed by appointment.

For an appointment to view vehicle, contact:

Derrick Hill at 251-208-2885 or 2895
Cell 251-375-6092

Charles Sumrall at 250-422-1609

Vendors shall quote worst case repair situation.

Vendor is responsible to pick vehicle up from City of Mobile Body Shop and to return the vehicle once repairs are done.

Vendor shall return quotes in a sealed envelope with this bid form, signed, and attach your repair estimate.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	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

Bid is due back in the Purchasing Department by 12:01 pm, Friday, July 21, 2023.

Bid must be in a sealed envelope.

Faxed or emailed responses are not acceptable.

Do not trust mail to get here on time; you may need to hand deliver.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE BODY SHOP

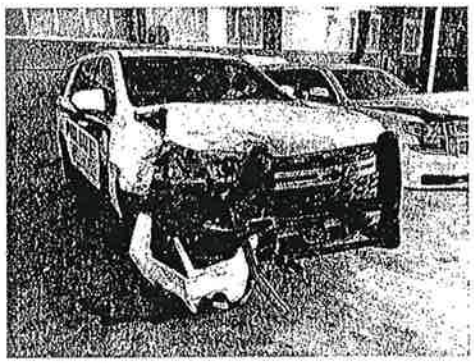
901 KELLY ST., MOBILE, AL 36604
Phone: (251) 208-2885, Fax: (251) 208-2889

Image Report

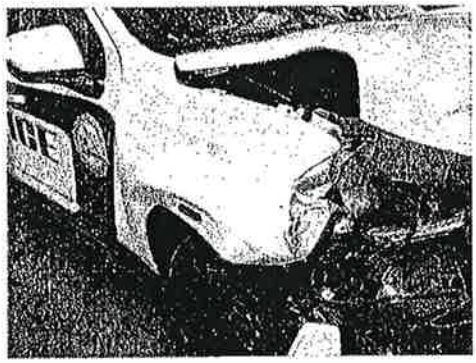
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Job Number:		Claim Number:	223-05-2655				
Year:	2021	Color:		License Plate:		Production Date:	8/2021
Make:	CHEV	Body Style:	4D UTV	State:	AL	Mileage In:	
Model:	Tahoe Commercial...	Engine:	8-5.3L Gasoline ...	VIN:	1GNSCLED6MR460527	Condition:	



5/23/2023
Comments:



5/23/2023
Comments:



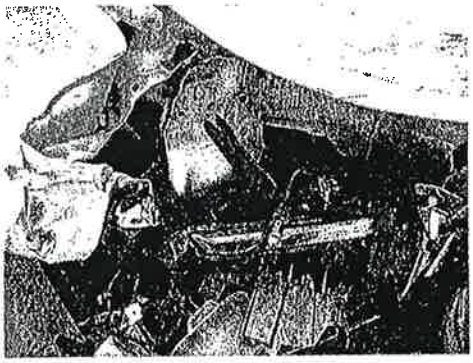
5/23/2023
Comments:



5/23/2023
Comments:



5/23/2023
Comments:



5/23/2023
Comments:

CITY OF MOBILE BODY SHOP

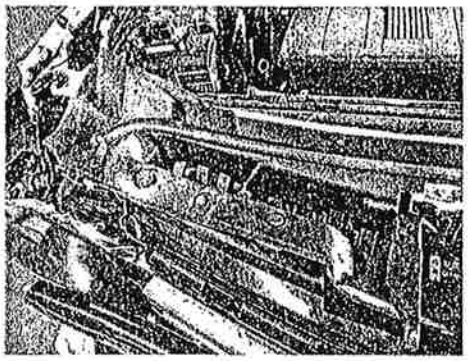
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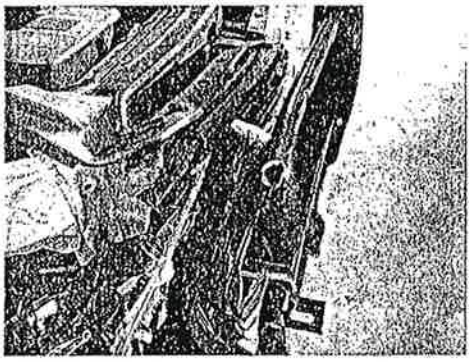
Owner:	76628, Police	Insurance:		Estimator:	DERRICK HILL	Vehicle Out:	
Job Number:		Claim Number:	223-05-2655				
Year:	2021	Color:		License Plate:		Production Date:	8/2021
Make:	CHEV	Body Style:	4D UTV	State:	AL	Mileage In:	
Model:	Tahoe Commercial...	Engine:	8-5.3L Gasoline ...	VIN:	1GNSCLED6MR460527	Condition:	



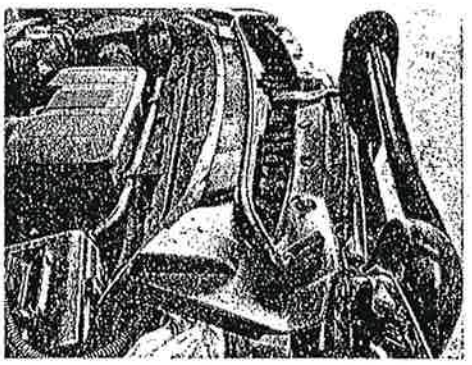
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Comments:



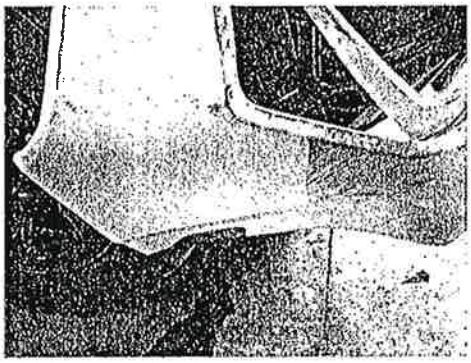
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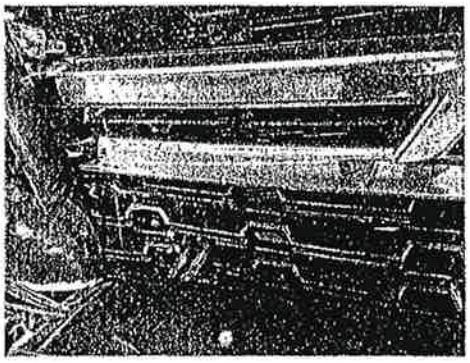
5/23/2023
Comments:



5/23/2023
Comments:



5/23/2023
Comments:



5/23/2023
Comments:

CITY OF MOBILE BODY SHOP

901 KELLY ST., MOBILE, AL 36604
Phone: (251) 208-2885, Fax: (251) 208-2889

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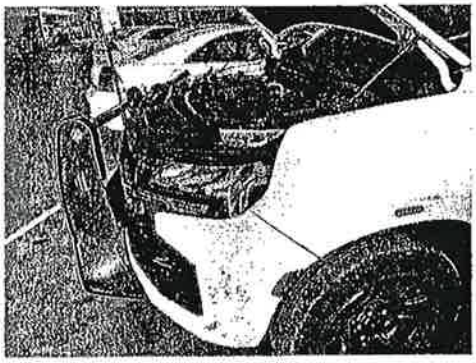
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Job Number:		Claim Number:	223-05-2655				
Year:	2021	Color:		License Plate:		Production Date:	8/2021
Make:	CHEV	Body Style:	4D UTV	State:	AL	Mileage In:	
Model:	Tahoe Commercial...	Engine:	8-5.3L Gasoline ...	VIN:	1GNSCLED6MR460527	Condition:	



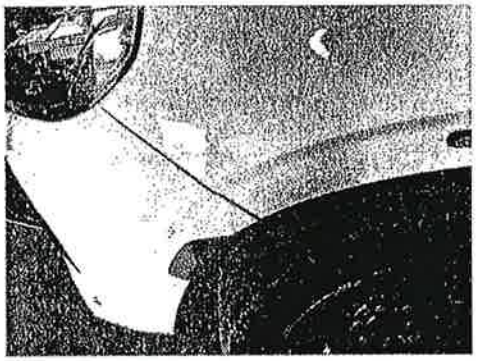
5/23/2023
Comments:



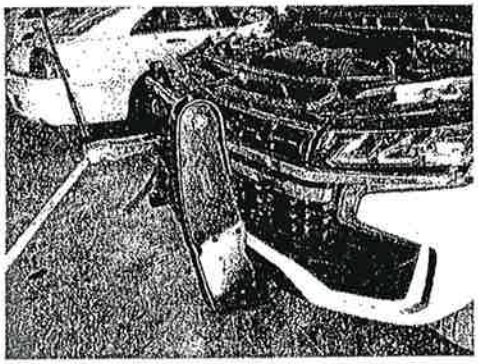
5/23/2023
Comments:



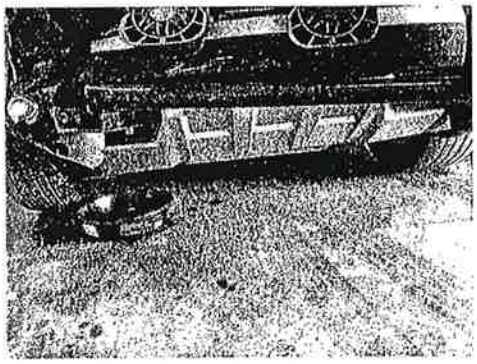
5/23/2023
Comments:



5/23/2023
Comments:



5/23/2023
Comments:



5/23/2023
Comments:

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:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jacobs Technology Inc for electronic equipment and installation for MPD Cyber.
General fund.

Amount of Contract:

$161,040.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230727 Jacobs Agenda Package POs	Cover Memo	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
12486	2023	(1545) POLICE CYBER DIVISION	ELECTRONIC EQUIPMENT AND INSTALLATION FOR MPD CYBER (SECURITY EXEMPT AL CODE 41-16-51(A)(15))	$161,040.00	(297478) JACOBS TECHNOLOGY, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012486-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
JACOBS TECHNOLOGY, INC.	GULF COAST TECHNOLOGY CENTER
600 WILLIAM NORTHERN BLVD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TULLAHOMA, TN 37388	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#4432741864	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/23	297478				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CODE 41-16-51 (A)(15) SECURITY EXEMPTION.			
	AS PER QUOTE #EIG-070723-002.			
		2.00 EACH	770.00000	1540.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			1540.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	201570-002 STANDARD VEHICLE INTEGRATION PLUS MOBILE PLATFORM/EQUIPMENT	1.00 EACH	132000.00000	132000.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			132000.00

Bill To	Requisition 00012486-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
JACOBS TECHNOLOGY, INC.	GULF COAST TECHNOLOGY CENTER
600 WILLIAM NORTHERN BLVD	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TULLAHOMA, TN 37388	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#4432741864	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/23	297478				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003		1.00 EACH	15400.00000	15400.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			15400.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004		1.00 EACH	12100.00000	12100.00

Bill To	Requisition 00012486-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 3

Vendor
JACOBS TECHNOLOGY, INC.
600 WILLIAM NORTHERN BLVD

TULLAHOMA, TN 37388
USA
Tel#4432741864

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/23	297478				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1530.1545.1530.0000.0000.42140.			12100.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 161040.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	161040.00	2507357.77
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	07/27/23	DONALD ROSE	Auto approved by: 9105fola
Approved	07/27/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/27/23	JOHN PAINE	Auto approved by: 9105fola
Approved	07/27/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	07/27/23	ANNE FOLEY	

Bill To	Requisition 00012486-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
JACOBS TECHNOLOGY, INC. 600 WILLIAM NORTHERN BLVD TULLAHOMA, TN 37388 USA Tel#4432741864	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/23	297478				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to 1 Source Power & Equipment for a trailer for Facility Maintenance.
Capital equipment

Amount of Contract:

$37,315.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230725 1 Source Agenda Package POs	Cover Memo	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	7/27/2023 - 3:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10463	2023	(F7000) MOTOR POOL	30FT 22.5-TON TILT TRAILER FOR FACILITY MAINTENANCE (SEALED BID 5820)	$37,315.00	(295928) 1 SOURCE POWER & EQUIPMENT

Adopted:

_____
City Clerk

Bill To	Requisition 00010463-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
1 SOURCE POWER & EQUIPMENT	MOTOR POOL - ATTN: SEAN CLARK
3240 MOFFETT ROAD	770 GAYLE STREET
AL	MOBILE, AL 36604
MOBILE, AL 36607	CARTERD@CITYOFMOBILE.ORG
Tel#2516355134	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/23	295928	05/26/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRAILER AS SPECIFIED: 2023 OR NEWER 22.5 TON FULL LENGHT TILT TRAILER, 30' LENGTH, TANDEM AXLE, DUAL WHEELS, AIR BRAKES, LED LIGHTS, PINTLE HITCH WITH OAK FLOOR. TRAILER TO BE CONSTRUCTED AS PER THE SPECIFICATION CONTAINED IN CITY OF MOBILE BID #5820 VENDOR TO PROVIDE ECONOLINE TRAILERS MODEL DP2430TA AS PER CITY OF MOBILE BID #5820 AND YOUR QUOTE	1.00 EACH	37315.00000	37315.00

Additional Description Notes

2023 OR NEWER 22.5 TON TILT TRAILER, 30' LENGTH, TANDEM AXLE, DUAL WHEELS, AIR BRAKES, LED LIGHTS, PINTLE HITCH WITH OAK FLOOR. REQUESTED BY 3035 FACILITY MAINTENANCE.

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0153 .CAPEQUIPMT. . 37315.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL - ATTN: SEAN CLARK

Bill To	Requisition 00010463-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
1 SOURCE POWER & EQUIPMENT	MOTOR POOL - ATTN: SEAN CLARK
3240 MOFFETT ROAD	770 GAYLE STREET
AL	MOBILE, AL 36604
MOBILE, AL 36607	CARTERD@CITYOFMOBILE.ORG
Tel#2516355134	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/23	295928	05/26/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 37315.00

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

Account			Amount	Remaining Budget
E E0153	.CAPEQUIPMT.	.	37315.00	4209.60

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	37315.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	06/09/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	06/09/23	CASSIE BOATWRIGHT	
Approved	06/09/23	CLIFTON THOMAS	Auto approved by: 910519420
Approved	06/12/23	BRENDA RHODES	
Approved	06/12/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/12/23	RELYA MALLORY	Auto approved by: 910511034
Approved	07/27/23	DONALD ROSE	Auto approved by: 9105paij
Approved	07/27/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/27/23	JOHN PAINE	
Approved	07/27/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00010463-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
1 SOURCE POWER & EQUIPMENT	MOTOR POOL - ATTN: SEAN CLARK
3240 MOFFETT ROAD	770 GAYLE STREET
AL	MOBILE, AL 36604
MOBILE, AL 36607	CARTERD@CITYOFMOBILE.ORG
Tel#2516355134	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/26/23	295928	05/26/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5820
22.5 TON TILT TRAILER

TRAILER WORLD	$33,910.00	*Rejected - not full tilt bed
ONE SOURCE	$37,315.00	
TRAILER WORLD	$39,995.00	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
06/30/2023	**5820**	VARIOUS	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, FRIDAY, JULY 21, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**22.5 TON TILT TRAILER** 22.5 ton tilt trailer as per the following minimum specifications: • 22.5 ton minimum capacity • Tilt deck trailer • 30-foot length • Tandem axle • Dual wheels • Pintle hitch • Air brakes • ICC led lighting • Oak wood decking • 6 tie downs per side • 2 tie downs in front • 2 tie downs in rear Make_____Model_____ Rated Capacity_____ Provide literature and specifications on product being bid. Quote delivered pricing FOB Mobile. Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

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 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. **TO BE AWARDED ALL OR NONE**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the development of Heroes Plaza along the western frontage of the Arthur R. Outlaw Convention Center

Amount of Contract:

$148,914.35

Funding Source

Project # Heroes Park - Professional Services PR-022-22 — **Discretionary Funds**

Project String C0607 TIF-SPORTS HOF HEROES PLAZA RENOVATIONS — **Contract Number:**4561

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-022-22 Heroes Park - Professional Services	Cover Memo	7/6/2023
REVISED CAPITAL CONTRACT SUMMARY SHEET	Cover Memo	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/27/2023 - 11:23 AM
Capital	Rhodes, Brenda	Approved	7/27/2023 - 2:30 PM

Legal	Kern, Chris	Approved	7/27/2023 - 2:34 PM
Mayors Office	Barber, James	Approved	7/27/2023 - 3:39 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:	VOLKERT, INC.
Project Name:	HEROES PARK – PROFESSIONAL SERVICES (CONSULTANT)
Project Number:	PR-022-22
Amount:	$148,914.35

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TIF-HEROES PLAZA RENOVATIONS

CAPITAL PROJECT #: C0874 (20002000-42200)

CONTRACT AMOUNT: $148,914.35 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-22

PROJECT DESCRIPTION: FOR THE DEVELOPMENT OF HEROES PLAZA ALONG THE WESTERN FRONTAGE OF THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: VOLKERT, INC.

VENDOR NUMBER: 227500

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:** 7/06/2023

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
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 Consultant: Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

City of Mobile Business License No.: 490600

Secretary of State Registration No.: 000-142-289

For the following Project: Heroes Plaza
1 South Water Street
Mobile, Alabama 36602

Project Number: PR-022-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FOURTEEN AND 35/100 DOLLARS ($148,914.35).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated May 5, 2023 respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

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

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner 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 Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Volkert, Inc.
Address:	1110 Montlimar Drive, Suite 1050
Phone Number:	(251) 342-1070
Email address:	Jordan.stringfellow@volkert.com
Name:	Jordan Stringfellow, P.E.

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant will perform assigned Bid and Construction Administration Services as prescribed in May 5, 2023 proposal.

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

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements as set forth in Section 4.1 herein. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements set forth in Section 4.1 herein. 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.

3.1.5 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.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant'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.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated May 5, 2023.

4.1 INSURANCE

For the term of this Agreement, Consultant 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

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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

2. Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Policy Limit
Bodily Injury by Disease $1,000,000 Each Employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section 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).*

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

F. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute

with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, Attachment "A" dated May 5, 2023;
3. Subconsultant Proposal, Attachment "B", dated May 5, 2023;
4. Certificate of Insurance with Endorsements;
5. State of Alabama Business Entity Record;
6. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. 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.

B. 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.

7.1 NON-DISCRIMINATION

A. 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.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or

continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 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.

10.1 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.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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.

12.1 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 affect 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.

13.1 NON-AGENCY CLAUSE

Consultant, 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 Consultant 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 Consultant. 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, Consultant shall be wholly responsible, therefore.

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 fully authority and the Consultant 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:
CONSULTANT: **Volkert, Inc.**

Signature

Drew Davis, 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 Drew Davis as Vice President of Volkert, 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 22 day of May, 2023.

NOTARY PUBLIC
My Commission Expires: _____

CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

ATTACHMENT A

ENGINEERING FEE PROPOSAL

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINSTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

PREPARED BY:

VOLKERT

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Volkert Project No: TBD

Submission Date: May 5, 2023

INDEX

DESCRIPTION	SHEET NUMBER
Project Introduction & Scope	3
Basic Service & Special Services Summary	3 - 4
Summary of Engineering Fee Proposal	5
Basic Service Man-Hour & Cost Estimate	6-9
Special Service Man-Hour & Cost Estimate	N/A

ATTACHMENTS

Sub-Consultant Proposals ..... ATTACHMENT B

PROJECT INTRODUCTION & SCOPE

The proposed project will provide for bid and construction administration services for Hero Plaza Phase 1 based on the bid documents submitted to the City dated April 14th, 2023.

The project will consist of developing Heroes Plaza along the western frontage of the Mobile Convention Center and will include the construction of an accessible plaza with ramps, stairs, walls, and specialty paving to increase the location's attractiveness to visitors as they come to view the statues planned to be installed at the plaza. The project will include refurbishment of the existing fountain attached to the Convention Center. The project will also include a reconfigured entrance to the Convention Center parking lot and a modified drop off lane with new shade canopy.

Volkert will serve as the prime consultant and will serve as the City's direct point of contact. Volkert will utilize the expertise of Sub-consultant TSW to serve as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. Refer to Attachment B for a more detailed scope of TSW's services.

The anticipated construction schedule for this project is 12 months after the selected Contractor is given Notice to Proceed. Volkert will provide a weekly inspection of the project site and develop a weekly inspection report to be submitted to the City. The Volkert Project Manager will also attend the twice-monthly OAC Meetings to be conducted by the Contractor. Refer to the *Construction Administration Phase Section* below for a full scope of Volkert's Construction Administration services.

BASIC SERVICES (Lump Sum)

The scope of Basic Services will include a Bid Procurement Phase and Construction Administration Phase. An itemized list of services is anticipated:

Bid Procurement Phase

1. Bid Procurement – TSW
   a. Refer to Attachment B for details.
2. Bid procurement (Volkert) will include the following:
   a. Coordination of the project advertisement with local and statewide newspapers.
   b. Preparation of Bid Packets for Distribution
   c. Conducting a Pre-Bid Meeting and Preparing a Resume of Meeting
   d. Addressing Questions and Issuing Addendums
   e. ~~Conducting a Bid Opening~~ (Removed from Scope)
   f. Evaluating and Reconciling Received Bids

Construction Administration Phase

1. Construction Administration – TSW
   a. Refer to Attachment B for details.
2. Construction Administration (Volkert) will include the following:
   a. Prepare Contract Documents & Issue for Construction Plans
   b. Conduct a Pre-Construction Meeting
   c. Review Shop Drawings / Submittals (Electrical & Traffic Signal)
   d. Address Contractor Requests for Information (RFIs)
   e. Attend OAC Meetings ~~(2 per month)~~ (1 per month)
   f. Perform Weekly Site Inspection (44 Inspections)
   g. Develop Weekly Site Inspection Report (44 Reports)
   h. Review Contractor Reports & Pay Estimates
   i. Attend Final Inspection & Prepare Punch List
   j. Prepare & Issue Record Drawings
   k. Coordinate Project Closeout
   l. Miscellaneous Meetings, Administrative Tasks, & Questions

***Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed. ***

SPECIAL SERVICES (Cost Plus with Not to Exceed)

There are no special services included with this proposal.

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document is considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added in the form of an amendment or a separate task order.

The following are not included in the scope of this proposal:

1. This proposal does not include any environmental services. The proposed project is expected to have less than an acre of total disturbance; therefore, an NPDES permit is not anticipated to be required.

2. This service does not include USACE permitting. If proposed site developments are found to impact delineated wetlands, this proposal may be amended to include USACE permitting services as needed.

3. This proposal does not include construction inspection or construction material testing services.

PROJECT DESCRIPTION: HERO PLAZA PHASE 1 - BID AND CONSTRUCTION ADMIN SERVICES

SUMMARY OF ENGINEERING FEE PROPOSAL		
BASIC / PROFRESSIONAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
1	TOTAL BID PROCUREMENT PHASE	$9,182.72
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	$139,731.63
	TOTAL BASIC SERVICES COST (LUMP SUM)	**$148,914.35**
SPECIAL SERVICES		
TASK NO.	**SERVICE DESCRIPTION**	**TOTAL COST**
N/A	N/A	$0.00
	TOTAL SPECIAL SERVICES COST (COST PLUS)	**$0.00**
	TOTAL ENGINEERING COST	**$148,914.35**

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
1.1	Coordinate Project Advertisement		1			
1.2	Prepare Bid Packets for Distribution		1			
1.3	Prepare Notes & Agendas for Pre-Bid Meeting		2			2
1.4	Conduct Pre-Bid Meeting		4			
1.5	Prepare Resume of Pre-Bid Meeting		2			2
1.6	Address Contractor Questions & Issue Addendums		20			2
1.7	Evaluate & Reconcile Bids	1	4			2
TOTAL BID PROCUREMENT MAN-HOURS - VOLKERT		**1**	**34**	**0**	**0**	**8**

Task No.	PROPOSED BID PROCUREMENT FEE - VOLKERT					
1	**BID PROCUREMENT - VOLKERT**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	1	$72.55	$72.55		
	Staff 2 Professional	34	$59.93	$2,037.62		
	Staff 1 Professional	0	$39.94	$0.00		
	Technician	0	$40.48	$0.00		
	Administrative Assistant	8	$33.25	$266.00		
	TOTAL DIRECT LABOR			**$2,376.17**		
	Combined Overhead		143.92%	$3,419.78		
	TOTAL LABOR + OVERHEAD			**$5,795.95**		
	Operating Margin		15%	**$869.39**		
	FCCM (Direct Labor Only)		0.180%	**$4.28**		
	SUBTOTAL LABOR COSTS			**$6,669.62**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	**Trips**	**Miles**	**Rate**		**Cost**
		1	20	$0.655		$13.10
	TOTAL OUT OF POCKET					**$13.10**
	SUBTOTAL BID PROCUREMENT PHASE - VOLKERT					**$6,682.72** LS

Task No.	SUB-CONSULTANT (TSW) BID PROCUREMENT PHASE		
1.B	BID PHASE - TSW	COST	
1.B1	Bid Phase	$2,500.00	
	SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS	**$2,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$125.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$2,625.00**	**LS**

TOTAL BID PROCUREMENT PHASE	**$9,182.72**	**LS**

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Project Manager**	**Staff 2 Prof**	**Staff 1 Prof**	**Tech**	**Admin**
2A.1	Prepare Contract Documents & Issue for Construction Plans	1	4	8		2
2A.2	Prepare Notes & Agendas for Pre-Construction Meeting	2	2			
2A.3	Conduct Pre-Construction Meeting	4	4			
2A.4	Review Shop Drawings / Submittals	4	24			
2A.5	Contractor RFIs	4	40			
2A.6	Attend OAC Meetings (1 per month) (11 Meetings - 2 hours each)		22			
2A.7	Weekly Site Inspection (44 Inspections - 1.5 hours each)		66			
2A.8	Weekly Site Inspection Reports (44 Reports - 1 hour each)		44			
2A.9	Review Reports / Pay Estimates	4	12			2
2A.10	Attend Final Inspection	4	4			
2A.11	Prepare & Issue Record Drawings	1	2	8		2
2A.12	Coordinate Project Closeout	1	4			4
2A.13	Miscellaneous Meetings / Admin / Questions		8			
TOTAL CONST. ADMIN. MAN-HOURS		**25**	**236**	**16**	**0**	**10**

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT					
2A	**Construction Administration (12 Months / 52 Weeks) (Site Development Only)**	**Man-hour**	**Rate**	**COST**		
	Labor Costs					
	Project Manager	25	$72.55	$1,813.75		
	Staff 2 Professional	236	$59.93	$14,143.48		
	Staff 1 Professional	16	$39.94	$639.04		
	Technician	0	$47.05	$0.00		
	Administrative Assistant	10	$33.25	$332.50		
	TOTAL DIRECT LABOR			**$16,928.77**		
	Combined Overhead		143.92%	$24,363.89		
	TOTAL LABOR + OVERHEAD			**$41,292.66**		
	Operating Margin		15%	**$6,193.90**		
	FCCM (Direct Labor Only)		0.180%	**$30.47**		
	SUBTOTAL LABOR COSTS			**$47,517.03**		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Downtown Mobile) (10 Miles 1-way)	**Trips**	**Miles**	**Rate**	**Cost**	
		66	20	$0.655	$864.60	
	TOTAL OUT OF POCKET				**$864.60**	
	TOTAL CONST. ADMIN PHASE - VOLKERT COST				**$48,381.63**	LS

Task No.	SUB-CONSULTANT (TSW) CONSTRUCTION ADMINISTRATION PHASE		
2B	**CONSTRUCTION ADMINISTRATION - TSW**	**COST**	
2B.1	Construction Administration - Plaza	$87,000.00	
SUBTOTAL BID PROCUREMENT PHASE - SUBCONSULTANTS		**$87,000.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$4,350.00	
	TOTAL SUBCONSULTANT BID PHASE SERVICES COST	**$91,350.00**	LS

TOTAL CONSTRUCTION ADMINISTRATION PHASE	**$139,731.63**	LS

ATTACHMENT B

SUBCONSULTANT PROPOSALS

FOR

HERO PLAZA PHASE 1
BID & CONSTRUCTION ADMINSTRATION SERVICES

FOR

MOBILE ALABAMA

IN

DOWNTOWN MOBILE

Volkert Project No: TBD

Submission Date: May 5, 2023

TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

PROPOSAL BIDDING ASSISTANCE + CONSTRUCITON ADMINISTRATION
HERO PLAZA, MOBILE AL | 5.04.2023

Project Understanding

Roles:

Volkert Is the prime consultant and will provide day to day Owner contact, project management, periodic site visits, and construction administration as it relates to the Civil Engineering.

TSW (Consultant) will act as the Team's Lead for Construction Administration and the primary point of contact with the Contractor. This Includes day to day communications with the contractor, coordination with sub consultants, distribution of RFI's, submittals, and general administration of the contract as described In the scope of work below. This proposal Includes consultant fees for Structural Engineering review and Fountain Design review.

The contractor will be required to provide a meeting space, create agendas, and run the OAC meetings as outlined In the Project Manual.

Schedule: The duration of this work Is 35 days for bidding, and 12 months for construction administration from the date of the contractor notice to proceed. Extension of the work beyond that time will require additional services.

Meetings: This work includes 6 meetings on site during bidding and CA. Additional on site meetings will be provided upon approval by the owner at an additional cost.

Basic Scope of Work

BIDDING + CONSTRUCTION ADMINISTATION

Bidding Assistance. The Consultant will assist the city during bidding by attending a pre bid conference on site, answering bidder questions, providing drawing clarifications, and evaluating bids. Participation in contract negotiation including value engineering (VE) discussions, reviews of contractor VE proposals, or producing conformed drawing and specifications based on the VE process will be provided for an additional fee. This work Includes a single 35 day bid period.

Deliverables:

- Bidder questions responses
- Drawing clarifications
- Meetings: 1 pre bid meeting on site

Construction Administration. The Consultant will provide construction administration services for the project, acting as the Owners design representative. This work will include providing input and review of design related items for the duration of the construction phase and other items such as: attending monthly OAC meetings (in person up to 10), review of submittals, production of RFI responses, ASI's, and site visits. TSW will compile final punch lists and review close out documents.

Deliverables

- Preconstruction kick off meeting (virtual)
- RFI responses
- Submittal reviews
- OAC Meetings biweekly; 4 in person
- Final punch walk meeting (1)
- Final acceptance review (virtual)
- ASI Issuance
- Mockup reviews
- Pay application review and approval.
- Meetings: Attendance of up to 4 OAC meetings in person and 1 final punch walk.

Fees

The scope of work will be completed for a **LUMP SUM FEE of $89,500 INCLUSIVE OF EXPENSES.** Fees will be billed monthly based on the percentage of work completed. Expenses will be billed monthly at cost.

Basic Scope Tasks	Fees
Bidding Assistance	$2,500
Construction Administration incl. Structural and Fountain consultants	$87,000
Total	**$89,500**

Assumptions

- This work excludes value engineering, or production of a conformed set of drawings based on negotiated changes during the bidding process. Those changes will be additional and be completed for a negotiated fee or as an hourly service as directed by the city.
- Construction administration period is 12 months. Extension beyond that time will be cause for additional services.

- Meetings: attendance of onsite meetings beyond 6 will require additional services.
- Bidding assistance includes a single bid period and review of up to 45 days. Rebids will require additional services.
- Drawing revisions resulting from value engineering during bidding and CA are not included in this proposal and will be considered additional services.

1. Time Limit: This Agreement must be executed by both TSW and the Client within six months of the date of this Agreement for the fees quoted within it to be valid.
2. Amendments: Upon request, TSW will provide proposals for additional compensation including providing or coordinating services of consultants not identified in the Project scope; revisions due to changes in the scope, quality, or budget.
3. Billing and Payment Policies: Signing this Letter of Agreement signifies that the Client's intent to contract TSW for professional services. In contracting with TSW, the Client warrants that funds are available to compensate TSW for the total amount of fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
4. TSW will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 days after their invoice date. Client shall notify TSW of any dispute regarding invoices received within seven days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts for professional services.
5. Account delinquency longer than 120 days will result in the stoppage of work by TSW and any subconsultants. Seven days' notice will be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees will be required to stop and start work because of account delinquency.
6. Termination: In the event of termination, suspension, or abandonment of the Project by the Client, TSW shall be compensated for services performed through date of termination, suspension, or abandonment of the Project. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the TSW to suspend or terminate services. Either TSW or the Client may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.
7. Arbitration: In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to United States Arbitration & Mediation for arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
8. Miscellaneous: This Agreement shall be governed by the law of the place where the Project is located.

Authorization

If you are in agreement with this proposal, please sign this document, keep the original for your records and send a signed copy to bbays@tsw-design.com. Work will begin upon receipt of the signed proposal.

Sincerely,



Bryan Bays, Principal

TSW
1477 Peachtree St NE
Suite 850
Atlanta, GA 30319

Accepted by:

Signature

Print Name, Title

Company/Organization/Entity

Date

Billing Contact Information:

Name

Email

Phone

Company/Organization, Entity

Address

Alabama Secretary of State

Volkert, Inc.	
Entity ID Number	000 - 019 - 440
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/15/1946
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	CONSULTING,PROJECT MANAGEMENT,PROGRAM MANAGEMENT,CONSTRUCTION
Capital Authorized	$500,000
Capital Paid In	$125,000
Incorporators	
Incorporator Name	EWIN, J P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCPHILLIPS, JAMES
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DUKES, GILBERT F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	VICKERS, MARION F
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.	

Volkert, 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	03/01/1950
Legal Name Changed From	J. P. Ewin, Inc.
Transaction Date	06/28/1963
Legal Name Changed From	Ewin Engineering Corporation
Transaction Date	07/31/1989
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC Non-Qualified Foreign Into Domestic
Transaction Date	12/31/1996
Legal Name Merged	Volkert & Associates, Inc.
Transaction Date	12/31/1996
Legal Name Merged	DAVID VOLKERT & ASSOCIATES, INC. (LA-NQ) Non-Qualified Foreign Into Domestic
Transaction Date	11/24/1997
Legal Name Merged	Watt, Estes, Volkert & Associates, Inc.
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (MD) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Legal Name Merged	DAVID VOLKERT & ASSOCIATES INC (FL) Non-Qualified Foreign Into Domestic
Transaction Date	12/22/1998
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/22/1998
Miscellaneous Filing Entry	2ND MRG FILED THIS DATE EFFECTIVE 12-31-98
Transaction Date	12/01/1999
Legal Name Changed From	David Volkert & Associates, Inc.
Transaction Date	06/30/2006
Registered Agent Changed From	* Added
Transaction Date	08/17/2009
Legal Name Changed From	Volkert & Associates, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Management Services, Inc.
Transaction Date	10/18/2010
Legal Name Merged	Volkert Environmental Group, Inc.

Volkert, Inc.	
Transaction Date	10/18/2010
Legal Name Merged	Volkert Construction Services, Inc.
Transaction Date	10/18/2010
Miscellaneous Filing Entry	MRGRS FILED THIS DATE EFFECTIVE OCTOBER 31, 2010 @11:59 PM
Transaction Date	07/15/2011
Agent Mailing Address Changed From	* Added
Transaction Date	07/15/2011
Registered Agent Changed From	HANCKEN, MARGARET C 3809 MOFFETT ROAD MOBILE, AL 36618
Transaction Date	12/10/2014
Legal Name Merged	ALLIED ENGINEERING & TESTING, INC. * Not On File Into Domestic
Transaction Date	12/10/2014
Miscellaneous Filing Entry	Merger Effective 12-31-2014 23:59
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SERVICE 150 SOUTH PERRY ST MONTGOMERY, AL 36104
Transaction Date	01/05/2018
Nature Of Business Changed From	GENERAL ENGINEERING & CONTRACTING
Transaction Date	01/05/2018
Principal Office Changed From	MOBILE, AL
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/31/1989 Merger 15 pgs.
Document Date / Type / Pages	12/31/1996 Merger 25 pgs.
Document Date / Type / Pages	11/24/1997 Merger 13 pgs.
Document Date / Type / Pages	12/22/1998 Merger 26 pgs.
Document Date / Type / Pages	12/01/1999 Legal Name Change 4 pgs.
Document Date / Type / Pages	06/30/2006 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/17/2009 Legal Name Change 4 pgs.
Document Date / Type / Pages	10/18/2010 Merger 24 pgs.
Document Date / Type / Pages	07/15/2011 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/10/2014 Merger 8 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/16/2018 Articles of Amendment 4 pgs.

Browse Results New Search

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

Client#: 238001 VOLKINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sharon Brubaker
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co.	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 :	

INSURED
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER: 23-24** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	9894987	04/01/2023	04/01/2024	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 X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	2970073	04/01/2023	04/01/2024	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	X	X	XC3CU00031231 MKLV2EUE101592	04/01/2023 04/01/2023	04/01/2024 04/01/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
D	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	X	80878262	04/01/2023	04/01/2024	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
E	Professional Liab incl Poll. Liab.			03129811	07/28/2022	07/28/2023	Per Claim $2,000,000 Aggregate $2,000,000	

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

Project: Heroes Plaza Phase 1. Volkert project# 1200924.000.
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
(See Attached Descriptions)

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

D. H. Collings

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DESCRIPTIONS (Continued from Page 1)

and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT # 4561

PROJECT NAME: TIF-HEROES PLAZA RENOVATIONS

CAPITAL PROJECT #: C0607 C0874 (20002000-42200)

CONTRACT AMOUNT: $148,914.35 **DATE OF RECEIPT:** 7/27/23

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-22

PROJECT DESCRIPTION: FOR THE DEVELOPMENT OF HEROES PLAZA ALONG THE WESTERN FRONTAGE OF THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER STREET).

VENDOR NAME: VOLKERT, INC.

VENDOR NUMBER: 227500

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:** 7/06/2023

C0874 7/27/23 Avail $4,749,777.93
(148,914.35)
$4,600,863.58 Bal.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Chief Paul Prine, MPD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Two year agreement for LexisNexis Desk Officer Reporting System citizen online incident reporting software services for MPD, renewable for one additional year. Approved by MIT. General fund.

Amount of Contract:

$1,775.00/month x 36 months - $63,900.00

Funding Source

Project # **Discretionary Funds**

Project String 10041530 42115 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package DORS	Cover Memo	7/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	7/20/2023 - 4:50 PM
Legal	Kern, Chris	Approved	7/21/2023 - 11:37 AM
Legal	Kern, Chris	Approved	7/21/2023 - 11:37 AM
Mayors Office	Barber, James	Approved	7/27/2023 - 3:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and LexisNexis Coplogic Solutions, Inc., for two years, renewable for one additional year without further Council approval required, for $63,900.00, for Desk Officer Reporting System citizen online incident reporting software and services for the Mobile Police Department, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

LexisNexis® | Coplogic™ Solutions

Order No. 3
LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 3 ("**Order**") is entered into this 19th day of July, 2023 ("**Order Effective Date**") between the City of Mobile ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective December 13, 2022 ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System ("**DORS**") enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided by Section 2.2. of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency's technology capabilities, processes, and work-flow functionality.

3.1. Services. DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report distribution services as set forth in in Section 5 of the Agreement, including an on-line Report distribution website such as LexisNexis®BuyCrash.com (or its successors).

3.2. Setup and Access.

Agency Responsibilities.

- **a)** Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
- **b)** Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
- **c)** Load provided HTML pages onto Agency website which links to Provider's servers for the Services;
- **d)** Provide Provider with the schema for the desired file format and/or database schema;
- **e)** Enable Provider read /write access and test environment with current configuration
- **f)** Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
- **g)** Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

STANDARD

Provider Responsibilities.

a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
c) Provide Agency with administrator password and credentials for the Services.
d) Provide Agency with sample operational directives, deployment strategies and sample press release.
e) Provide Agency with suggestions for the successful deployment of the Services.
f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria.
This task is considered complete after Provider has delivered listed materials.

3.3. Configuration.

Agency Responsibilities.

a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
c) Test the optional interface with the RMS application.
d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
e) Provide necessary files for RMS integration.

Provider Responsibilities

a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
b) Configure export routine for the optional RMS Interface with information provided.
c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria
This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional).

3.4. Support and Maintenance. Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of the Agreement.

3.5. Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.

3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
	2.	Use by a government agency, but only in carrying out its functions.

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least forty five (45) days prior to the expiration of the Renewal Term.

5. **FEES AND PRICE ADJUSTMENTS.** The Fees for the Services shall be subject to the terms set forth in Section 4 of the Agreement.

5.1. The Agency Fee is Fifteen Dollars and 00/100 ($15.00).

5.1.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

5.1.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

5.1.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

5.1.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

5.1.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

5.2. **Monthly Services Fees**. Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be One Thousand Seven Hundred Seventy Five Dollars and 00/100 ($1,775.00) per month. All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **City of Mobile**	Provider: **LexisNexis Coplogic Solutions Inc.**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: William S. Madison
Title: _____	Title: Executive Vice President
Date: _____	Date: 07/19/2023

LexisNexis® | Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (**"Agreement"**) is dated 13 December, 2022 (**"Effective Date"**) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (**"Provider"**), and the City of Mobile, with its principal place of operations at 2460 Government Boulevard, Mobile, Alabama 36606 (**"Agency"**). Provider and Agency may be referred to herein individually as a **"Party"** and collectively referred to as **"Parties"**.

1. **SCOPE.**

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the **"Services"**) as described in an applicable order to this Agreement (**"Order"**). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a **"Report"**). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. **LICENSE AND RESTRICTIONS.**

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

(a) Agency shall not access or use Services from outside the United States without Provider's prior written approval; and

(b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and

(c) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and

(d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and

(e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and

(f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and

(g) Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and

(h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

Approved as to IDS

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation (**"Maintenance"**). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance (**"Support"**) provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order (**"Fees"**). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

(a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

(b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or

(c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

(d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this

Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R.

Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. **"Confidential Information"** means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement. "Confidential Information" does not include information subject to disclosure as required by Alabama Code 36-12-40.

8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's

Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, **"PROVIDER"** INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INTENTIONALLY OMITTED

13. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars ($100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1. Affiliates. For purposes of this Agreement, **"Affiliate"** means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6. Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Alabama excluding its conflict of law rules.

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

16.11 Immigration. The Provider 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.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **City of Mobile**

Signature: _____ Attest: _____

Name: William S. Stimpson City Clerk

Title: Mayor

Date: 12/13/22

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Name: William S. Madison

Title: Executive Vice President

Date: 11/16/2022

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials (**"Account IDs"**) used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls (**"Agency's Information Security Program"**). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an **"Agency Security Event"**) Agency shall:

   (a) provide immediate written notice to:

      (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
      (ii) via email to (security.investigations@lexisnexis.com); or
      (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and

   (b) promptly investigate the situation; and
   (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
   (d) if required by law, or in Provider' discretion, Agency shall:

      (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
      (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and

   (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
   (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

   In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Order No. 1
eCommerce Services

This Order No. 1 ("**Order**") is entered into this 13 day of December, 2022 ("**Order Effective Date**") between the City of Mobile ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective 13 December, 2022 ("**Agreement**") between the Parties

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. Agency agrees that Provider shall have the right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports.
   3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
   3.3. Provide Report distribution services as set forth in Section 5 of the Agreement.
   3.4. Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.
   3.5. Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
   3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month

Approved by IDS

periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Fifteen Dollars and 00/100 ($15.00). There shall be no fee to Agency for the Services.

5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Mobile Police Department/City of Mobile**

Signature: W S Stimpson

Name: William S. Stimpson

Title: Mayor

Date: 12/13/22

Attest: [signature]

City Clerk

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: [signature]

Name: William S. Madison

Title: Executive Vice President

Date: 11/16/2022

Order No. 2
LexisNexis® Request a Report

This Order No. 2 ("**Order**") is entered into this 13 day of December, 2022 ("**Order Effective Date**") between the City of Mobile ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective 13 December, 2022 ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement. Agency expressly agrees that no social security numbers will be provided in any Reports made available through the Services.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities a solution called LexisNexis® Request a Report which is a web based solution that allows parties to request a Report from law enforcement, and permits law enforcement agencies to review, accept, reject, and distribute Reports to the requestor online via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). Agency agrees that Provider shall have the right to sell the Agency's Reports online. Agency retains the rights to fulfill requests for a Reports made in person (including mail) at Agency's facilities.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Provide public facing online portal for requests of Agency designated Reports.
   3.2. Provide online collection and distribution of information from Report requestors to Agency.
   3.3. Provide Agency online portal and request workflow management that enables designated Agency users the ability to approve, follow-up, reject, or require counter pickup for each Report requested through the Services.
   3.4. Online administration portal to view Reports, generate analytics, and obtain accounting information related to Agency's Reports.
   3.5. Collection of designated Agency Fee from Authorized Requestors and payment of such fee to Agency in accordance with Section 5 below.
   3.6. Provide Report distribution services as set forth in Section 5 of the Agreement.

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. **FEES.** Pursuant to the provisions of Section 4 of the Agreement, Agency, in its discretion, shall determine the appropriate Agency Fee for Report type in the Request a Report application. Agency may also permit Agency users to modify the Agency Fees for individual Report requests. There shall be no fee to Agency for the Services.

   5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
      5.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

APPROVED BY IDS

5.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

5.1.3. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Mobile Police Department/City of Mobile**

Signature: W S Stimpson

Name: William S. Stimpson

Title: Mayor

Date: 12/13/22

Attest: Lisa C Lambert

City Clerk

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: William S Madison

Name: William S. Madison

Title: Executive Vice President

Date: 11/16/2022

APPROVAL FORM FOR CONTRACTS UNDER $15,000
AGENDA NOT REQUIRED

NAME OF CONTRACT: LexisNexis Coplogic MPD Reports Public Access Services

PROJECT LOCATION:

DEPARTMENT PROJECT NUMBER: NA

OPERATIONAL ACCOUNT: NA

PROJECT COST: 0.00

VENDOR #: 293916 **VENDOR NAME:** LexisNexis Risk Solutions dba LexisNexis Coplogic Solutions Inc.

Prepared by: Don Rose, Procurement **Date:** 11/28/2022

REVIEWED AND APPROVED BY:

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sappc@cityofmobile.org

Cherlina Monteiro
12/05/2022 04:20 PM
cherlina@cityofmobile.org

Ricardo Woods
12/06/2022 02:28 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

Scoring for RFP 5797 MPD Online Crime Reporting System

	SERP Security	Verint for Citizen Engagement	LexisNexis Coplogic Solutions
Qualifications and Experience (30 pt max)	20	30	30
Representative Solution (40 pt max)	30	37	40
Fees & Fee Structure (30 pt max)	12	12	28
Total	62	79	98

City of Mobile
Request for Proposals
Addendum 2
RFP 5797
Citizen Online Police Reporting System

The following updates, clarifications, and amendments are made to the City's Request for Proposals (RFP) 5797 for Citizen Online Police Reporting Systems.

1. The City is providing the below additional information in response to questions received:

a. Specification 1.1. Service call volumes provided in the RFP are approximate and are not broken down by further detail by "emergency" and "non-emergency" calls. If that information is helpful for your proposal, you may estimate a breakdown similar to what you have seen in other jurisdictions you have supported with your products.

b. Specification 1.2. The City's does not have an opinion whether the requested software solution's improvement of citizen access and police response efficiency will also result in more overall citizen service requests.

c. Specification 1.3. The City expects its current call-center and in-person reporting options will steer some citizen live reports to the selected online reporting system, but does not know how many reports may be handled that way.

d Specification 2.4. The City is asking for a solution that provides a "wide range of incident reporting types." The City is not providing any more detail regarding this specification, and has not determined how many or the specific types of incident reports it will eventually adopt with the selected product. Proposals should indicate the range of pre-formatted reports it offers, and the ability to increase or customize other pre-formatted report types, or the ability to use artificial intelligence or chat to direct citizens towards a tailored, customized reporting experience.

e. Specification 2.10. The City is looking for a commercial off-the-shelf solution with a performance track record, and is not interested in a custom software build.

2. Proposals are due to the City not later than 5:00 pm, Thursday, April 27, 2023.

3. The initial RFP and all addenda may be found online at https://www.cityofmobile.org/bids.

City of Mobile
Request for Proposals
Addendum 1
RFP 5797
Citizen Online Police Reporting System

The following updates, clarifications, and amendments are made to the City's Request for Proposals (RFP) 5797 for Citizen Online Police Reporting Systems.

1. Due to the questions received in response to this RFP, and to provide additional time to prepare and receive proposals, the City is extending the response due date for RFP submissions to **5:00 pm, Thursday, April 27, 2023.**

2. The initial RFP and all addenda may be found online at https://www.cityofmobile.org/bids.

City of Mobile
Request for Proposals
RFP Number 5797

Citizen Online Police Reporting System

The City ("City") of Mobile is seeking proposals from qualified contractors to provide a comprehensive online system for Citizens to make reports to the Mobile Police Department ("Department"). The City is looking for a system with functionality similar to that provided by the LexisNexis Coplogic Solutions Inc Desk Officer Reporting System.

Proposals submitted in accordance with this Request for Proposals must be submitted and be received by the City not later than 5:00 pm, Tuesday, April 18, 2023 to:

Procurement Department
City of Mobile
205 Government St
Mobile, AL 36602

US Mail delivery to:
Procurement Department
City of Mobile
PO Box 1948
Mobile, AL 36633.

Questions regarding this RFP are due to Purchasing@CityofMobile.org by 5:00 pm, April 12, 2023.

The full contents of the Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at https://www.cityofmobile.org/bids.

1. GENERAL INFORMATION

1.1. The City of Mobile Police Department provides public safety services to approximately 270,000 citizens within the City of Mobile and its adjacent police jurisdiction. The Department is divided into five precincts. The four major precincts each respond to approximately 45,000 calls for service annually. The Central Precinct responds to approximately 10,000 calls annual. The overall annual call volume is approximately 190,000 calls. The City has approximately 450 sworn officers.

1.2. The City of Mobile Police Department (MPD) desires to improve Citizen access to

police services, encourage timely reporting of incidents, improve responsiveness and documentation of all police activities, and optimize the use of officer time in managing reporting and response requirements.

1.3. The City does not currently have an online crime reporting system for Citizens. All Citizens must use either the 911 Public Safety Answering Point System, a direct call to a precinct, a direct report to an officer, or use of the City's 311 non-emergency reporting system. Each provides obstacles, inefficiencies, and inconsistencies in the timely and accurate reporting by Citizens.

2. SPECIFICATIONS: Proposed upgrades must meet the following performance outcomes.

2.1. The product must allow for secure electronic reporting of relevant incident data by the general public via cloud-based software solution.

2.2. The product must be accessible and operable at all hours.

2.3. The product must be easy to access and use.

2.4. The product must include a wide range of incident reporting types, customized in a natural workflow to allow for accurate, thorough reporting.

2.5. The product must guide citizens to use the best reporting method for the scenario being encountered and reported.

2.6. The product must allow some customization for use by MPD, to include branding and specific data fields and extraction capabilities.

2.7. The product must have a method to provide notification to MPD when reports are received, including triage and alert reporting for reports that should receive attention.

2.8. The Contractor must have promotional features to encourage citizen use of the product.

2.9. The Contractor will be expected to include training and support for the product to efficiently train City employees and to provide help and trouble reporting and resolution.

2.10. The Contractor must have an off-the-shelf solution ready to fully implement within six months of contract award.

2.11. The City will not indemnify Contractor nor agree to waive or limit liability.

3. RFP SUBMISSIONS: Responses shall include the following information, presented in this order. Responses shall include one signed paper copy and one electronic flash drive or compact disc copy of the complete proposal.

3.1. Cover Letter. On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent. Please include a description of your company and any reservations or comments regarding this RFP. If you have standard license agreements, disclosures, or contract terms, please reference them here and include them as enclosures.

3.2. Qualifications and Experience. Provide the information regarding your team and other similar Public Safety agencies your software supports.

3.2.1. Leadership and Operating Team. Please name the corporate leadership and key team members that will design, install, and support your installation.

3.2.2. Relevant Experience providing similar citizen reporting solutions. Please provide customer name, brief description of the scope of the work, and customer contact information for previous courtroom technology projects.

3.3. Representative Solution. Provide describe the technology you intend to provide that meets the City's performance requirements in Section 2 of this RFP.

3.3.1. Describe the product functions.

3.3.2. Describe the citizen interface.

3.3.3. Describe the reporting that will be received by MPD

3.3.4. Describe the customization, installation, training, and support you can provide.

3.3.5. Describe your data security protocols related to the information you collect and store, including any cloud hosting security, and any SOC certifications or compliance.

3.4. Fees. Provide a breakdown of the fees you will charge for your solution.

4. METHOD OF SELECTION

4.1. Proposals should be prepared simply and organized as described in Section 3.

4.2. The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedures or in any submission.

4.3. All submissions shall become the property of the City, and the City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.

4.4. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

4.5. The City will conduct an evaluation of all submitted proposals by a designated selection team. The evaluation process will identify the Proposer who, in the City's sole discretion, is best suited to meet the City's needs and objectives. The City may conduct interviews as part of the evaluation process.

4.6. The intent of the City is to select one proposal determined to be the most advantageous to the City based on the evaluation criteria. The City may, however, select multiple highest-scoring proposals for further development, negotiation, and competitive reconsideration before determining the highest overall scoring proposal.

4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:

4.7.1. Qualifications and Experience	30 points.
4.7.2. Representative Solution	40 points
4.7.3. Fees and Fee Structure	30 points.

4.8. The City reserves the right to reject any or all proposals, or to indefinitely extend this proposal opportunity.

4.9. Proposal Protests:

4.9.1. Any actual or prospective bidder/vendor, who is allegedly aggrieved in connection with the issuance of the proposal package or pending award of a contract, may protest to the City Attorney. The City Attorney will review protest submissions and will make the final determination regarding the protest.

4.9.2. Requirements to Protest:

4.9.2.1. If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the proposal package.

4.9.2.2. If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m. on the fifth business day after the posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

4.10. Questions regarding this RFP must be sent by E-mail to Purchasing@CityofMobile.org, not later than 5:00 pm, April 12, 2023. The City will post replies to questions received by addendum at www.CityofMobile.org/bids , and by specific notice to any person that sends an email to Purchasing@CityofMobile.org requesting notices regarding this RFP. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To perform inspection, servicing & maintenance of fire extinguishers at various City of Mobile locations for three years

Amount of Contract:

$57,135.00 total contract ($15,950.00 first year only)

Funding Source

Project # Fire Extinguisher Inspection, Servicing & Maintenance @ various City of Mobile Locations SC-022-23 **Discretionary Funds**

Project String 1004-3037-42150 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-022-23 Fire Extinguisher Inspection, Servicing & Maintenance @ various City of Mobile Locations	Cover Memo	7/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	7/27/2023 - 11:21 AM
Budget	Sapp, Celia	Approved	7/27/2023 - 10:46 AM

Legal	Kern, Chris	Approved	7/27/2023 - 1:02 PM
Legal	Kern, Chris	Approved	7/27/2023 - 1:02 PM
Mayors Office	Barber, James	Approved	7/27/2023 - 3:39 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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:	FIRE & SAFETY COMMODITIES INC.
Project Name:	3-YEAR SERVICE CONTRACT – FIRE EXTINGUISHERS - INSPECTION, SERVICING & MAINTENANCE @ VARIOUS CITY OF MOBILE LOCATIONS
Project Number:	SC-022-23
Amount:	**$57,135.00 COMBINED TOTAL**
	$15,950.00 FIRST YEAR ONLY $19,045.00 SECOND YEAR ONLY $22,140.00 THIRD YEAR ONLY

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 2023,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:	Fire & Safety Commodities Inc. 8270 Spanish Fort Boulevard Spanish Fort, Alabama 36527
City of Mobile License Number:	098422
City of Mobile Vendor Number:	296790
Secretary of State Entity ID Number:	000-839-312

for the following **PROJECT**:

PROJECT NAME:	3-YEAR SERVICE CONTRACT – FIRE EXTINGUISHERS - INSPECTION, SERVICING & MAINTENANCE
PROJECT LOCATION:	VARIOUS CITY OF MOBILE LOCATIONS
PROJECT NUMBER:	SC-022-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, insurance, equipment and supplies and perform all work required to provide fire extinguisher inspection, servicing, and maintenance at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract

at the end of the third year at the rates listed in Year 3, Schedule of Values, for a period not to exceed sixty (60) calendar days.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Basic Services:

Base Bid (Basic Services – Inspect & Tag/Label Fire Extinguisher):	
Year 1 - 1,190 Fire Extinguishers X $5.00 per:	$ 5,950.00
Allowance* (Additional Services):	$10,000.00
Subtotal:	$15,950.00
Year 2 - 1,190 Fire Extinguishers X $5.50 per:	$ 6,545.00
Allowance* (Additional Services):	$12,500.00
Subtotal:	$19,045.00
Year 3 - 1,190 Fire Extinguishers X $6.00 per:	$ 7,140.00
Allowance* (Additional Services):	$15,000.00
Subtotal:	$22,140.00

Contract Sum shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Contract Sum (Year 1, Year 2, & Year 3 + Allowances):

Fifty Seven Thousand One Hundred and Thirty Five & 00/100 Dollars	($57,135.00)
(Amount in Words)	(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

* A total Allowance of Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($37,500.00) has been established in the Contract to cover the cost of Additional Services in accordance with the Unit Prices listed below. During Year 1, the Allowance shall not exceed Ten Thousand and 00/100 Dollars ($10,000.00), Year 2 Allowance shall not exceed Twelve Thousand Five Hundred 00/100 Dollars ($12,500.00), and Year 3 Allowance shall not exceed Fifteen Thousand and 00/100 Dollars ($15,000.00). The Allowances shall be used for items of work not included under Basic Services in the Contract Documents per terms of the Contract. All additional work under this section must authorized by the Owner, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, travel, overhead, profit, and all other expenses for additional work as required by Owner. Additionally, the Allowance can be used to pay for Service/Trip fees associated with work performed as "Additional

Services." Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

3.2 Schedule of Values for Basic Services as specified in Section 01000, Scope of Work:

Additional Inspection and Tag/Label of Existing Fire Extinguishers	**Year 1: $5.00**	**Year 2: $5.50**	**Year 3: $6.00**

Furnish and Install New Fire Extinguishers

Types	Year 1	Year 2	Year 3
5# ABC Extinguisher	$52.00	$55.00	$60.00
10# ABC Extinguisher	$72.00	$78.00	$82.00
20# ABC Extinguisher	$145.00	$155.00	$165.00
Class K Extinguisher	$225.00	$240.00	$250.00
Purple Class K Extinguisher	N/A	N/A	N/A
5# CO2 Extinguisher	$190.00	$200.00	$210.00
10# CO2 Extinguisher	$245.00	$255.00	$26500
15# CO2 Extinguisher	$275.00	$285.00	$295.00
20# CO2 Extinguisher	$420.00	$450.00	$450.00

Exchange and Install Fire Extinguisher

Types	Year 1	Year 2	Year 3
5# ABC Extinguisher	$30.00	$35.00	$40.00
10# ABC Extinguisher	$35.00	$40.00	$45.00
20# ABC Extinguisher	$40.00	$45.00	$50.00
Class K Extinguisher	$200.00	$200.00	$225.00
Purple Class K Extinguisher	N/A	N/A	N/A
5# CO2 Extinguisher	$50.00	$55.00	$60.00
10# CO2 Extinguisher	$65.00	$70.00	$75.00
15# CO2 Extinguisher	$85.00	$90.00	$95.00
20# CO2 Extinguisher	$105.00	$110.00	$115.00

Recharge Existing Fire Extinguishers

Types	Year 1	Year 2	Year 3
5# ABC Extinguisher	$30.00	$35.00	$40.00
10# ABC Extinguisher	$35.00	$40.00	$45.00

20# ABC Extinguisher	$40.00	$45.00	$50.00
Class K Extinguisher	$200.00	$200.00	$225.00
Purple Class K Extinguisher	N/A	N/A	N/A
5# CO2 Extinguisher	$50.00	$55.00	$60.00
10# CO2 Extinguisher	$65.00	$70.00	$75.00
15# CO2 Extinguisher	$85.00	$90.00	$95.00
20# CO2 Extinguisher	$105.00	$110.00	$115.00

Hydrostatic Testing	**Year 1:** $10.00 EA	**Year 2:** $12.00 EA	**Year 3:** $15 EA

Five (5) Year Maintenance K-Class	**Year 1:** $10.00 EA	**Year 2:** $12.00 EA	**Year 3:** $15 EA

Six (6) Year Maintenance	**Year 1:** $10.00 EA	**Year 2:** $12.00 EA	**Year 3:** $15.00 EA

Service/Travel Charge for Additional Services per Facility	**Year 1:** $35.00	**Year 2:** $40.00	**Year 3:** $45.00

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

3.3 Unit Pricing: For additional work performed outside the scope of Basic Services, the following total rates shall apply.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):
   Year 1: $75.00 per hour; Year 2: $85.00 per hour; Year 3: $95.00 per hour
B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
   Year 1: $135.00 per hour; Year 2: $145.00 per hour; Year 3: $155.00 per hour
C. Overtime Holidays (Bidder's Holidays):
   Year 1: $165.00 per hour; Year 2: $175.00 per hour; Year 3: $185.00 per hour

Parts/Material: Service Contractor's direct cost plus fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made monthly, upon completion of work, as specified.

B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the 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. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	9 pages
2. Exhibit A – Scope of Work	2 pages
3. Exhibit B – Locations	4 pages
4. Bid Form	4 pages
5. City of Mobile Fire-Rescue Department Fire Permit	2 pages
6. State of Alabama Certified Fire Alarm Contractor Permit	1 page
7. DBE Request for Waiver Form	1 page
8. Secretary of State Entity Documentation	1 page
9. E-Verify Documentation	2 pages
10. Certificates of Insurance with Endorsements	2 pages
11. Addendum No. 1, dated May 8, 2023	2 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

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

A. Comprehensive Liability insurance (occurrence form) including coverage for

premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

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

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service 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.

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of

Mobile. The 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.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service 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, Service 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.

8.2 Indemnification: Service 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 Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service 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 Service 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.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible, therefore.

8.7 Anti-discrimination: Service 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

8.10 Public Contracts with Entities Engaging in Certain Boycott Activities: By signing this contract, the Service 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

ARTICLE 9. Signature:

IN WITNESS WHEREOF, 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 Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
CITY OF MOBILE

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Fire & Safety Commodities Inc.

Signature

Derek Johnson, Regional Manager
Printed Full Name and Title

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

STATE OF Alabama
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Derek Johnson as Regional Manager of Fire + Safety Commodities 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 21st day of July, 2023.

Ashley Nicole Favre
Notary Public Signature
My commission expires: 9-12-2026

END OF SECTION

EXHIBIT A
SECTION 01000 – SCOPE OF WORK
April 19, 2023

Scope of Services: Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools, equipment and supplies, and all associated travel time and expenses required for the inspection, testing, maintenance, and service of all fire extinguishers at various City of Mobile facilities as listed under Exhibit A, Fire Extinguisher Locations, in accordance with the terms of this Contract.

There are currently 1,190 fire extinguishers, with Twelve (12) different sizes and types, at 119 City of Mobile facilities. Fire extinguisher types/sizes are as follows:

- 5# ABC
- 10# ABC
- 20#. ABC
- Class K
- Purple Class K
- 5# CO_2
- 10# CO_2
- 15# CO_2
- 20# CO_2

Basic Services: The Work to be performed under Basic Services (Base Bid) shall include the following:

1. Once yearly inspection and tagging/labeling of all existing City of Mobile fire extinguishers in accordance with the dates listed in Exhibit A – Fire Extinguisher Locations. Inspections at each facility shall occur on, or immediately prior to the "Inspection Date" listed for each facility.
2. All travel time/expenses associated with the inspection at each facility shall be included in the Basic Services. It is anticipated that a number of facilities will be scheduled for inspection on the same day, depending on location and proximity, thereby reducing overall travel time. The final schedule for inspections shall be determined by the Building Services Department as dictated by the Inspection Date listed in Exhibit A, and in coordination with the facility and Service Contractor's schedule. All Basic Services shall be included in, and billed against, the Base Bid amount.

Additional Services: The Work to be performed under Additional Services (Allowance) may include the following:

1. Inspection of existing fire extinguishers over the 1,190 included in Basic Services
2. Furnish and Install, as required, new fire extinguishers suitable for type of hazard being protected.
3. Exchange and Install, as required, same for same as needed.
4. Re-charge existing fire extinguishers, as required, in accordance with manufacturer's recommendations with material suitable for type of hazard being protected.

5. Hydrostatic testing of existing fire extinguishers, as required.
6. Five (5) year maintenance, as required, K-Class units only.
7. Six-year maintenance, as required.
8. Tag or label, securely attached to fire extinguisher, indicating the month and year maintenance was performed and identifying the person/firm providing the service.
9. Travel time and expenses associated with the above listed serviced, **only if** a separate trip is required. **If Additional Services are completed during the scheduled yearly inspection visit performed under Basic Services, no additional travel time will be allowed.**
10. All Additional Services shall be billed against the Allowance.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

END OF SECTION

EXHIBIT B – FIRE EXTINGUISHER LOCATIONS

Facility Name	Facility Address	Inspection Month	Qty.
200 Government Street	200 Government Street	September	15
Alabama Cruise Terminal	201 S. Water St	January	28
Animal Shelter	855 Owens Street	February	13
Azalea City Golf Course	1000 Gaillard Drive	May	15
Azalea Road Complex	1301 Azalea Road	April	15
Baumhauer/Randall Park	1909 Duval Street	February	3
Ben May Library	701 Government Street	September	12
Bienville Square	150 Dauphin Street	January	1
Boykin Park	5842 Carol Plantation Road	November	3
Connie Hudson Senior Center	3201 Hillcrest Road	August	9
Cooper Riverside Park	101 S. Water Street	January	2
Copeland Cox Tennis Center	851 Gaillard Drive	May	4
Crawford Park	351 S. Ann Street	February	1
Dotch Community Center	3100 Banks Avenue	June	4
Dow Amphitheater	3055 Banks Avenue	June	2
Electrical Department	854 Gayle Street	February	10
Figures Community Center	658 Donald Street	June	7
Fire Prevention Bureau	2851 Old Shell Road	December	14
Fire Station Crichton	200 Davenport Avenue	March	6
Fire Station #1	6801 Overlook Road	July	4
Fire Station #3 (Central)	701 St. Francis Street	January	13
Fire Station #6	2525 Hillcrest Road	July	4
Fire Station #7	5525 Commerce Blvd., E.	November	5
Fire Station #9	1001 Houston Street	April	3
Fire Station #11	1004 S. Broad Street	February	3
Fire Station #14	2062 Dr. Martin Luther King Avenue	June	2
Fire Station #16	1951 Maryvale Street	April	5
Fire Station #17	57 S. Lafayette Street	March	4
Fire Station #18	700 Museum Dr.	May	3
Fire Station #19	1275 Azalea Road	April	2
Fire Station #20	3471 Dauphin Island Pkwy.	April	5
Fire Station #21	512 Stimrad Road	June	2
Fire Station #22	4710 Airport Blvd.	July	4
Fire Station #23	2711 Airport Blvd.	March	2

Fire Station #28	7050 Old Military Road	November	6
Fire Training Center	860 Owens St.	October	3
Fort Conde	150 S. Royal Street	September	11
Ft. Hardeman	720 Museum Dr.	May	6
Gulf Coast Exploreum	65 Government Street	September	27
GulfQuest Maritime Museum	155 South Water Street	January	23
Harmon Park	1611 Belfast Street	March	8
Henry Aaron Park	2010 Andrews Street	June	2
Herndon Sage Park Complex	48 N. Sage Avenue	March	12
Hillsdale Community Center	558 Felhorn Road	July	9
History Museum of Mobile	111 South Royal Street	September	21
Hope (Plateau) Community Center	850 Edwards Street	June	6
Hurtel Street Armory	1900 Hurtel Street	October	28
Joe Jefferson Playhouse	11 South Carlen Street	October	12
Kidd Park	800 East Street	June	2
Langan Park	4901 Ziegler Blvd	May	9
Laun Park	5401 Windmill Drive	July	1
Lavretta Park	200 W. Parkway Drive	May	2
Library Administration	700 Government Street	September	9
Local History Branch Library	753 Government Street	September	3
Luscher Park	2459 N. Dog River Drive	March	2
Lyons Park Tennis Center	180 Lyons Park Avenue	March	2
Magnolia Cemetery	1202 Virginia Street	October	3
Maitre Park	2412 Halls Mill Road	March	2
Matthews Park	3700 Michael Blvd.	August	1
McCants-Chavers Restroom	7220 13th Street	July	1
Medal of Honor Park	1711 Hillcrest Road	August	10
Metro Firearms Center	12241 Tanner Williams Rd	August	15
Mims Park	5400 Grishilde Drive	July	4
Mitternight Park	5310 Colonial Oaks Drive	May	1
Mobile Civic Center	401 Civic Center Drive	April	135
Mobile Information Technology Center	651 Church Street	February	6
Mobile Museum of Art	4850 Museum Drive	May	40
Moorer Library	4 McGregor Avenue S	May	6
Motor Pool	745 S. Broad Street	February	9
Mowing Eastern Division	603 S. Broad Street	February	9

MPD 1st Precinct	2601 Dauphin Island Pkwy	January	10
MPD 2nd Precinct	5441 Highway 90 West Suite 25	November	3
MPD 3rd Precinct	2165 St. Stephens Road	June	6
MPD Traffic Division	850 Virginia Street	February	4
MPD Crime Prevention	2407 Airport Boulevard	December	6
MPD Headquarters	2460 Government Street	December	27
MPD Impound Lot	1251 Virginia St.	October	5
MPD Mounted Horse Barn	1251 Virginia St.	October	6
MPD Police Academy	1251 Virginia St.	October	4
MPD Special Operations	850 St. Anthony Street	December	12
Municipal Archives	457 Church Street	January	14
Newhouse Park	2960 Alston Drive	April	1
Oakleigh House & Cook's Quarters	263 Roper Street	March	6
Paint and Body Shop	901 Kelly Street	February	9
Parks Fuel Yard/Maintenance Shop	5151 Museum Drive	May	6
Parkway Branch Library	1924-B Dauphin Island Parkway	April	2
Phoenix Fire Museum	203 S. Claiborne Street	January	4
Playhouse in the Park	4851 Museum Drive	May	9
Public Buildings	850 & 861 Owens Street	October	22
Public Buildings Storage	850 Owens Street	October	20
Public Safety Complex	8080 Airport Blvd.	Octo	16
Public Works Complex	770 Gayle St.	September	56
Quigley House	751 Government Street	December	3
Richards DAR House	256 N. Joachim Street	December	6
Rickarby Park	550 Rickarby Street	March	4
S.A.I. L Center	5475 Boykin Boulevard	April	5
Saenger Theater	6 N. Joachim Street	September	36
Seals Community Center	540 Texas Street	February	7
Special Events	2900 Dauphin Street	March	3
Springhill Recreation Center	1151 Springhill Avenue	December	8
Stotts Park	2150 Demotropolis Road	July	1
Sullivan Community Center	351 North Catherine Street	October	8
Tardy Cottage	104 S. Lawrence Street	January	4
Taylor Park	1050 Baltimore St.	April	8
Telecommunications Building	107 S. Royal Street	January	2
Theodore Park	7161 Old Military Road	November	2
Tillman's Corner Community Center	5055 Carol Plantation Road	November	6

Toulminville Library	601 Stanton Road	June	10
Traffic Engineering	852 Gayle Street	February	10
Tricksey Center	3025 Banks Avenue	June	3
Trimmier Park	3600 Alba Club Road	April	2
West Regional Library	5555 Grelot Road	August	15
Western Administrative Complex	4851 Museum Drive	May	27

END OF SECTION

Mobile Fire-Rescue Department
Bureau of Fire Prevention

Fire

Permit Number: Fire-116924-2023
Issue Date: 07/07/2023

Fire Annual Portable Fire Extinguisher Contractor

Business Name: Fire and Safety Commodities Inc.

Business Address: 245 Woodland Dr
LAPLACE, LA 70068

This is to certify that: Derek Johnson

OF: Fire and Safety Commodities Inc.

has presented proof of certification to perform work on fire protection systems and has met the minimum requirements approved by the Mobile Fire-Rescue Department, in accordance with the provisions of the Fire Code of the City of Mobile.

By so doing, the above named applicant has qualified to engage in the installation, repa alteration, addition, maintenance or inspection of fire protection systems in the City of Mobile. Such permission shall not be construed as authority to violate, cancel or set asi any of the provisions of any other applicable regulations or laws.

Patricia Pettway
Fire Code Official

Mobile Fire-Rescue Department - Bureau of Fire Prevention - Fire Code Administration Division
2851 Old Shell Road Mobile, Alabama 36607 - (251)208-7484
firebureau@cityofmobile.org

RECEIPT (TRC-070073-07-07-2023)

BILLING CONTACT

Community Risk Reduction Request Payment
2851 Old Shell Rd
Mobile, AL 36607

REFERENCE NUMBER	FEE NAME	TRANSACTION TYPE	PAYMENT METHOD	AMOUNT PAID
Fire-116924-2023	Fire Port Fire Ext-Annual FDF001-FIRE DEPARTMENT	Fee Payment	EG CC	$241.00
			SUB TOTAL	**$241.00**

TOTAL **$241.00**

MyGovPay

Friday, July 7, 2023

Congratulations! Your order has been processed successfully!

Please print this page for your records.

Agency Name: Build Mobile
Order Number 29583

Invoice #	Item Description	Quantity	Unit Price	Total Price
00071573	Fire-116924-2023	1	$241.00	$241.00

Item Total:	$241.00
Service Fee:	$7.23
Tax:	$0.00
Order Total:	$248.23

Return to Citizen Portal

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State of Alabama
Department of Insurance
Fire Marshal's Office

201 MONROE STREET SUITE 1790
POST OFFICE BOX 303352
MONTGOMERY, ALABAMA 36130-3352

CERTIFIED FIRE ALARM CONTRACTOR PERMIT

PERMIT NO: A-0896
PERMIT DATE: 03/22/2023
EXPIRATION DATE: 09/30/2023

Fire and Safety Commodities
245 Woodland Drive
LaPlace LA, 70068

This is to certify that the applicant named Bryton Thompson, Alarm Regional Manager has met minimum experience requirements and completed and passed the NICET Level III Competency Test approved by the State Fire Marshal in accordance with Title 34-33A-5 of the laws of Alabama. By so doing, the above named applicant has qualified to engage in the installation, repair, alteration, addition, maintenance or inspection of fire alarm systems in the State of Alabama.

Scott F. Pilgreen

Scott F. Pilgreen
State Fire Marshal



City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-022-23 Current Date 6 / 12 / 23

Project Description Service Contract - Fire Extinguishers

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.

The Service Contract work will be performed solely by a Contractor. No subcontrators will be utilized.

Cassie Boatwright
Requested By (Department Director)

(Signature) Director (Title) 6/12/23 (Date)

boatwright@cityofmobile.org
Telephone Number Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) OSD Manager (Title) 6/12/2023 (Date)

Approved By (CAO)

BID FORM

The following Bid Format 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, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – FIRE EXTINGUISHERS INSPECTION, SERVICING, & MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-022-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated February 5, 2020; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services 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,

COMPANY NAME: FIRE AND SAFETY COMMODITIES

ADDRESS: 8270 Spanish Fort Blvd **PHONE** 251-620-6260

CITY OF MOBILE BUSINESS LICENSE NUMBER: 98422

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

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

(Check one) [X] **(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, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – As specified in section 01000 – Scope of Work

Basic Services:

Base Bid (Basic Services – Inspect & Tag/Label Fire Extinguisher):

Year 1 - 1,190 Fire Extinguishers X $ 5.00 .00 per:	$ 5,950 .00
Allowance* (Additional Services):	$ 10,000.00
Subtotal:	$ 15,950 .00
Year 2 - 1,190 Fire Extinguishers X $ 5.50 .00 per:	$ 6,545 .00
Allowance* (Additional Services):	$ 12,500.00
Subtotal:	$ 19,045 .00
Year 3 - 1,190 Fire Extinguishers X $ 6.00 .00 per:	$ 7,140 .00
Allowance* (Additional Services):	$ 15,000.00
Subtotal:	$ 22,140 .00

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Bid Amount (Base Bid (Year 1, Year 2, & Year 3 + Allowances):

Fifty Seven Thousand One Hundred and Thirty Five
(Amount in Words)

[redacted] & 00/100 Dollars ($ 57,135 .00)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

* A total Allowance of Thirty Seven Thousand Five Hundred and 00/100 Dollars ($37,500.00) will be established in the Contract to cover the cost of Additional Services in accordance with the Unit Prices listed below. During Year 1, the Allowance will be Ten Thousand and 00/100 Dollars ($10,000.00), Year 2 Allowance will be no more than Twelve Thousand Five Hundred 00/100 Dollars ($12,500.00), and Year 3 Allowance will be no more than Fifteen Thousand and 00/100 Dollars ($15,000.00). The Allowances shall be used for items of work not included under Basic Services in the Contract Documents per terms of the contract. All additional work under this section must authorized by the Owner, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, travel, overhead, profit, and all other expenses for additional work as required by Owner. Additionally, the Allowance may be used to pay for Service/Trip fees associated with work performed as "Additional Services." Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

Additional inspection and tag/label existing Fire Extinguishers

Additional Inspection and Tag/Label of Existing Fire Extinguishers	**Year 1: $** 5.00	**Year 2: $** 5.50	**Year 3: $** 6.00

Furnish and Install New Fire Extinguishers

Types	Year 1	Year 2	Year 3
5# ABC Extinguisher	$ 52.00	$ 55.00	$ 60.00
10# ABC Extinguisher	$ 72.00	$ 78.00	$ 82.00
20# ABC Extinguisher	$ 145.00	$ 155.00	$ 165.00
Class K Extinguisher	$ 225.00	$ 240.00	$ 250.00
Purple Class K Extinguisher	$	$	$
5# CO2 Extinguisher	$ 190.00	$ 200.00	$ 210.00
10# CO2 Extinguisher	$ 245.00	$ 255.00	$ 265.00
15# CO2 Extinguisher	$ 275.00	$ 285.00	$ 295.00
20# CO2 Extinguisher	$ 420.00	$ 450.00	$ 450.00

Exchange and Install Fire Extinguisher

Types	Year 1	Year 2	Year 3
5# ABC Extinguisher	$ 30.00	$ 35.00	$ 40.00
10# ABC Extinguisher	$ 35.00	$ 40.00	$ 45.00
20# ABC Extinguisher	$ 40.00	$ 45.00	$ 50.00
Class K Extinguisher	$ 200.00	$ 200.00	$ 225.00
Purple Class K Extinguisher	$ N/A	$ N/A	$ N/A
5# CO2 Extinguisher	$ 50.00	$ 55.00	$ 60.00
10# CO2 Extinguisher	$ 65.00	$ 70.00	$ 75.00
15# CO2 Extinguisher	$ 85.00	$ 90.00	$ 95.00
20# CO2 Extinguisher	$ 105.00	$ 110.00	$ 115.00

Leyr & **Recharge Existing Fire Extinguishers**

Types	Year 1	Year 2	Year 3
5# ABC Extinguisher	$ 30.00	$ 35.00	$ 40.00
10# ABC Extinguisher	$ 35.00	$ 40.00	$ 45.00
20# ABC Extinguisher	$ 40.00	$ 45.00	$ 50.00
Class K Extinguisher	$ 200.00	$ 200.00	$ 225.00
Purple Class K Extinguisher	$ N/A	$ N/A	$ N/A
5# CO2 Extinguisher	$ 50.00	$ 55.00	$ 60.00
10# CO2 Extinguisher	$ 65.00	$ 70.00	$ 75.00
15# CO2 Extinguisher	$ 85.00	$ 90.00	$ 95.00
20# CO2 Extinguisher	$ 105.00	$ 110.00	$ 115.00

Hydrostatic Testing	**Year 1: $** 10.00 EA	**Year 2: $** 12.00 EA	**Year 3: $** 15.00 EA
Five (5) Year Maintenance K-Class	**Year 1: $** 10.00 EA	**Year 2: $** 12.00 EA	**Year 3: $** 15.00 EA
Six (6) Year Maintenance	**Year 1: $** 10.00 EA	**Year 2: $** 12.00 EA	**Year 3: $** 15.00 EA
Service/Travel Charge for Additional Services per Facility	**Year 1: $** 35.00	**Year 2: $** 40.00	**Year 3: $** 45.00

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

UNIT PRICING: For additional work performed outside the scope of Base Services (Base Quote), the following total rates shall apply.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):

Year 1: $ 75.00 per hour; Year 2: $ 85.00 per hour; Year 3: $ 95.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: $ 135.00 per hour; Year 2: $ 145.00 per hour; Year 3: $ 155.00 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: $ 165.00 per hour; Year 2: $ 175.00 per hour; Year 3: $ 185.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Alabama Secretary of State

Fire & Safety Commodities Inc	
Entity ID Number	000 - 839 - 312
Entity Type	Foreign Corporation
Principal Address	245 Woodland Dr Laplace, LA 70068
Principal Mailing Address	245 Woodland Dr Laplace, LA 70068
Status	Exists
Place of Formation	Louisiana
Formation Date	01/14/1982
Qualify Date	03/08/2021
Registered Agent Name	Johnson, Derek
Registered Office Street Address	28838 Canterbury Rd Daphne, AL 36526
Registered Office Mailing Address	28838 Canterbury Rd Daphne, AL 36526
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	03/08/2021

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	2022 2023

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	03/08/2021 Certificate of Formation 2 pgs.

New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 681223

Approved by:

Employer Fire & Safety Commodities, Inc.	
Name (Please Type or Print) Rose M Rivolo	**Title**
Signature Electronically Signed	**Date** 06/13/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/13/2013

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 681223

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Fire & Safety Commodities, Inc.
Company Facility Address	245 Woodland Dr Laplace, LA 70068
Company Alternate Address	
County or Parish	ST JOHN THE BAPTIST
Employer Identification Number	720926398
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3 site(s)

Client#: 3064 FI AFE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Louisiana Companies
801 North Blvd.
Baton Rouge, LA 70802
225 383-4761

CONTACT NAME: Jennifer C. Broussard, CIC, CISR
PHONE (A/C, No, Ext): 225 381-3318 **FAX (A/C, No):** 225-387-4336
E-MAIL ADDRESS: jbroussard@lacompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Silver Oak Casualty, Inc.	26869
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fire & Safety Commodities, Inc.
245 Woodland
LaPlace, LA 70068

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			51GL014997231	03/01/2023	03/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$5,000
	POLICY [X] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$1,000,000
	OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO / OWNED AUTOS ONLY / HIRED AUTOS ONLY / SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			51CC005574231	03/01/2023	03/01/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	DED [X] RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SVWCLA3161972023	03/01/2023	03/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Mace Bourgeois
Sage Bourgeois

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P.O. Box 2446
Mobile, AL 36652

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
Jennifer Broussard

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JXC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2022

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

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

PRODUCER

StateFarm

DAVID L HOFFMAN, AGENT
STATE FARM INSURANCE
11175A FLORIDA BLVD
BATON ROUGE LA 70815

CONTACT NAME: KELLY RYALS
PHONE (A/C, No, Ext): 225-272-2284 FAX (A/C, No): 225-272-2285
E-MAIL ADDRESS: KELLY.RYALS.II0C@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

FIRE & SAFETY COMMODITIES, INC; ADVANCED SHEET METAL; CLEMENT FIRE & SAFETY CO INC
245 WOODLAND DRIVE
LAPLACE LA 70068-5942

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	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	N02 0282-00-18	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							COMP/COLL DEDUCTIBLES	$ 2,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Mobile, its subsidiaries and affiliates, are listed as additional insureds on the automobile liability policy when required by written contract. A waiver of subrogation is granted on the automobile liability policy when required by written contract in favor of the certificate holder. The automobile policy above is primary and non-contributory with respect to any other insurance or self insurance which may be maintained by the company or owner. In the event of cancellation by the insurance company automobile policy has been endorsed to provide 30 days Notice of Cancellation(except for nonpayment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
PO Box 2446
205 Government St
Mobile AL 36652

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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MOBILE
ALABAMA

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: FIRE EXTINGUISHERS - INSPECTION, SERVICING, AND MAINTENANCE AT VARIOUS CITY OF MOBILE FACILITIES
Service Contract #SC-022-23

Date: May 8th, 2023.

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated April 19th, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Meeting Acknowledgment Roster, dated May 3rd, 2023 are attached and form part of Addendum No. 1.

Item 2. All Bidders must have a current City of Mobile Business License at the time of bid submission.

Item 3. A bid bond is required.

Item 4. The subcontractor & Major Supplier Plan **MUST** be filled out and returned with the Bid package, failure to do so may disqualify your bid.

Item5. Sealed Bids are due no later than **2:00pm** local time on **Wednesday, May 17th, 2023.**

Item6. The Insurance Requirements for this project are listed in the bid package. The General Aggregate Limit shall apply on a "Per Project" basis, if you or your insurance broker have questions about this, please have your insurance broker contact me directly for additional information.

Forms and Specifications:

Attached:



SC-022-23
Attendence Roster.p

RFI's:

Question: ***Can we add pages for additional services?***
(i.e- pull pins, brackets, all weather labels, seals, etc)

Answer: Yes

Question: ***Six year maintenance & hydrotesting are different prices per unit size /type. How should we add that cost ?***

Answer: One of two ways:

a. Copy the page for pricing of each size/ type unit change the heading to six year maintenance or hydrostatic testing.
b. Know your cost(s) of the largest size/ type and add the City's parts/material: Service Contractor's direct cost plus 15%.

Note: Answers Provided by Orsola Nelson- Contract Service Technician during Pre-Bid Meeting.

END OF ADDENDUM NO. 1

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To perform inspections of the fire suppression systems at various City of Mobile locations for three years

Amount of Contract:

$28,660.00 total contract ($8,830.00 first year only)

Funding Source

Project # Fire Suppression Systems Inspections @ various City of Mobile Locations SC-021-23 — **Discretionary Funds**

Project String 1004-3037-42150 — **Contract Number:**

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-021-23 Fire Suppression Systems Inspections @ various City of Mobile Locations	Cover Memo	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	7/27/2023 - 11:20 AM
Budget	Sapp, Celia	Approved	7/27/2023 - 10:45 AM
			7/27/2023 -

Legal	Kern, Chris	Approved	12:52 PM
Legal	Kern, Chris	Approved	7/27/2023 - 12:54 PM
Mayors Office	Barber, James	Approved	7/27/2023 - 3:38 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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:	PROFESSIONAL FIRE PROTECTION SERVICES, LLC
Project Name:	3-YEAR SERVICE CONTRACT – FIRE SUPPRESSION SYSTEMS INSPECTIONS @ VARIOUS CITY OF MOBILE LOCATIONS
Project Number:	SC-021-23
Amount:	**$28,660.00 COMBINED TOTAL**
	$8,830.00 FIRST YEAR ONLY
	$9,890.00 SECOND YEAR ONLY
	$9,940.00 THIRD YEAR ONLY

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____ 2023.

Between the **OWNER**: CITY OF MOBILE
205 Government Street
Mobile, Alabama 36633-1827

And the **SERVICE CONTRACTOR**: Professional Fire Protection Services, LLC
P.O. Box 190249
Mobile, Alabama 36619

City of Mobile License Number: 115094

Secretary of State Entity ID Number: 000-631-110

for the following PROJECT:

PROJECT NAME: 3-YEAR SERVICE CONTRACT –
FIRE SUPPRESSION SYSTEMS INSPECTIONS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-021-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall 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 strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of Contract is for a period of one (1) year commencing on the date of the notice to the Service Contractor to proceed with the option to renew for two (2) additional one-year terms, by

notifying the Service Contractor not less than thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the initial term of the Contract and each of the two (2) additional terms, subject to additions and deductions provided therein, in current funds, the Contract Sum as follows:

Basic Services:

Base Bid:

Year 1 – Initial Term:

Eight Thousand Eight Hundred Thirty and No/100 Dollars (Amount in Words) — ($8,830.00) (Amount in Numbers)

Year 2 – 1st Additional Term:

Nine Thousand Eight Hundred Ninety and No/100 Dollars (Amount in Words) — ($9,890.00) (Amount in Numbers)

Year 3 – 2nd Additional Term:

Nine Thousand Nine Hundred Forty and No/100 Dollars (Amount in Words) — ($9,940.00) (Amount in Numbers)

Total Contract Sum (Year 1, Year 2, & Year 3 Total):

Twenty Eight Thousand Six Hundred Sixty & No/100 Dollars (Amount in Words) — ($28,660.00) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

Contract Amount shall include all applicable sales and use taxes, and shall be provided in whole dollar amount with no cents.

3.2 SCHEDULE OF VALUES:

Year 1 – Initial Term:

	Location Name	June 2023	December 2023	Total
1	Arthur R. Outlaw Convention Center	$150.00	$150.00	$300.00
2	Azalea City Golf Course	$90.00	$90.00	$180.00
3	Boykin Park Concession Stand	$90.00	$90.00	$180.00
4	Connie Hudson Mobile Regional Senior Community Center	$90.00	$90.00	$180.00
5	Dotch Community Center	$90.00	$90.00	$180.00

6	Figures Park Community Center	$90.00	$90.00	$180.00
7	Fire Station - Crichton	$90.00	$90.00	$180.00
8	Fire Station #1	$90.00	$90.00	$180.00
9	Fire Station #3 - Central	$90.00	$90.00	$180.00
10	Fire Station #6	$90.00	$90.00	$180.00
11	Fire Station #7	$90.00	$90.00	$180.00
12	Fire Station #9	$90.00	$90.00	$180.00
13	Fire Station #11	$90.00	$90.00	$180.00
14	Fire Station #16	$90.00	$90.00	$180.00
15	Fire Station #17	$90.00	$90.00	$180.00
16	Fire Station #18	$90.00	$90.00	$180.00
17	Fire Station #20	$90.00	$90.00	$180.00
18	Fire Station #26 (Ansul R102)	$90.00	$90.00	$180.00
19	Fire Station #26 (FM 200)	$300.00	$300.00	$600.00
20	Precinct 4	$300.00	$300.00	$600.00
21	Fire Station #28	$90.00	$90.00	$180.00
22	Harmon Park Recreation Center	$90.00	$90.00	$180.00
23	Henry Aaron Park Concession Stand	$90.00	$90.00	$180.00
24	Hillsdale Park Community Center	$90.00	$90.00	$180.00
25	Gulf Quest Maritime Museum Cafe	$125.00	$125.00	$250.00
26	Gulf Quest Maritime Museum BRK	$90.00	$90.00	$180.00
27	James Seals Recreation Center	$90.00	$90.00	$180.00
28	Leola B. Tricksey Center	$90.00	$90.00	$180.00
29	Medal of Honor Park Concession Stand	$90.00	$90.00	$180.00
30	Mims Park - Baseball Concession	$90.00	$90.00	$180.00
31	Mims Park - Football Concession	$90.00	$90.00	$180.00
32	Mobile Civic Center	$90.00	$90.00	$180.00
33	Mobile Museum of Art - Kitchen	$90.00	$90.00	$180.00
34	Mobile Museum of Art – Photo Lab	$90.00	$90.00	$180.00
35	Hope (Plateau) Community Center	$90.00	$90.00	$180.00
36	Rickarby Park Recreation Center	$90.00	$90.00	$180.00
37	Springhill Recreation Center	$90.00	$90.00	$180.00
38	Sullivan Park Community Center	$90.00	$90.00	$180.00
39	Taylor Park Community Center	$90.00	$90.00	$180.00
40	Tillman's Corner Community Center	$90.00	$90.00	$180.00
41	WAC (Western Administrative Complex)	$300.00	$300.00	$600.00
	Total Year	**$4,415.00**	**$4,415.00**	**$8,830.00**

Year 2 – 1st Additional Term:

	Location Name	June 2024	December 2024	Total
1	Arthur R. Outlaw Convention Center	$170.00	$170.00	$340.00
2	Azalea City Golf Course	$100.00	$100.00	$200.00
3	Boykin Park Concession Stand	$100.00	$100.00	$200.00
4	Connie Hudson Mobile Regional Senior Community Center	$100.00	$100.00	$200.00
5	Dotch Community Center	$100.00	$100.00	$200.00
6	Figures Park Community Center	$100.00	$100.00	$200.00
7	Fire Station - Crichton	$100.00	$100.00	$200.00
8	Fire Station #1	$100.00	$100.00	$200.00
9	Fire Station #3 - Central	$100.00	$100.00	$200.00
10	Fire Station #6	$100.00	$100.00	$200.00
11	Fire Station #7	$100.00	$100.00	$200.00
12	Fire Station #9	$100.00	$100.00	$200.00
13	Fire Station #11	$100.00	$100.00	$200.00
14	Fire Station #16	$100.00	$100.00	$200.00
15	Fire Station #17	$100.00	$100.00	$200.00
16	Fire Station #18	$100.00	$100.00	$200.00
17	Fire Station #20	$100.00	$100.00	$200.00
18	Fire Station #26 (Ansul R102)	$100.00	$100.00	$200.00
19	Fire Station #26 (FM 200)	$350.00	$350.00	$700.00
20	Precinct 4	$350.00	$350.00	$700.00
21	Fire Station #28	$100.00	$100.00	$200.00
22	Harmon Park Recreation Center	$100.00	$100.00	$200.00
23	Henry Aaron Park Concession Stand	$100.00	$100.00	$200.00
24	Hillsdale Park Community Center	$100.00	$100.00	$200.00
25	Gulf Quest Maritime Museum Cafe	$125.00	$125.00	$250.00
26	Gulf Quest Maritime Museum BRK	$100.00	$100.00	$200.00
27	James Seals Recreation Center	$100.00	$100.00	$200.00
28	Leola B. Tricksey Center	$100.00	$100.00	$200.00
29	Medal of Honor Park Concession Stand	$100.00	$100.00	$200.00
30	Mims Park - Baseball Concession	$100.00	$100.00	$200.00
31	Mims Park - Football Concession	$100.00	$100.00	$200.00

32	Mobile Civic Center	$100.00	$100.00	$200.00
33	Mobile Museum of Art - Kitchen	$100.00	$100.00	$200.00
34	Mobile Museum of Art – Photo Lab	$100.00	$100.00	$200.00
35	Hope (Plateau) Community Center	$100.00	$100.00	$200.00
36	Rickarby Park Recreation Center	$100.00	$100.00	$200.00
37	Springhill Recreation Center	$100.00	$100.00	$200.00
38	Sullivan Park Community Center	$100.00	$100.00	$200.00
39	Taylor Park Community Center	$100.00	$100.00	$200.00
40	Tillman's Corner Community Center	$100.00	$100.00	$200.00
41	WAC (Western Administrative Complex)	$350.00	$350.00	$700.00
	Total Year	**$4,945.00**	**$4,945.00**	**$9,890.00**

Year 3 – 2nd Additional Term:

	Location Name	June 2025	December 2025	Total
1	Arthur R. Outlaw Convention Center	$180.00	$180.00	$360.00
2	Azalea City Golf Course	$100.00	$100.00	$200.00
3	Boykin Park Concession Stand	$100.00	$100.00	$200.00
4	Connie Hudson Mobile Regional Senior Community Center	$100.00	$100.00	$200.00
5	Dotch Community Center	$100.00	$100.00	$200.00
6	Figures Park Community Center	$100.00	$100.00	$200.00
7	Fire Station - Crichton	$100.00	$100.00	$200.00
8	Fire Station #1	$100.00	$100.00	$200.00
9	Fire Station #3 - Central	$100.00	$100.00	$200.00
10	Fire Station #6	$100.00	$100.00	$200.00
11	Fire Station #7	$100.00	$100.00	$200.00
12	Fire Station #9	$100.00	$100.00	$200.00
13	Fire Station #11	$100.00	$100.00	$200.00
14	Fire Station #16	$100.00	$100.00	$200.00
15	Fire Station #17	$100.00	$100.00	$200.00
16	Fire Station #18	$100.00	$100.00	$200.00
17	Fire Station #20	$100.00	$100.00	$200.00
18	Fire Station #26 (Ansul R102)	$100.00	$100.00	$200.00
19	Fire Station #26 (FM 200)	$350.00	$350.00	$700.00
20	Precinct 4	$350.00	$350.00	$700.00
21	Fire Station #28	$100.00	$100.00	$200.00
22	Harmon Park Recreation Center	$100.00	$100.00	$200.00

23	Henry Aaron Park Concession Stand	$100.00	$100.00	$200.00
24	Hillsdale Park Community Center	$100.00	$100.00	$200.00
25	Gulf Quest Maritime Museum Cafe	$140.00	$140.00	$280.00
26	Gulf Quest Maritime Museum BRK	$100.00	$100.00	$200.00
27	James Seals Recreation Center	$100.00	$100.00	$200.00
28	Leola B. Tricksey Center	$100.00	$100.00	$200.00
29	Medal of Honor Park Concession Stand	$100.00	$100.00	$200.00
30	Mims Park - Baseball Concession	$100.00	$100.00	$200.00
31	Mims Park - Football Concession	$100.00	$100.00	$200.00
32	Mobile Civic Center	$100.00	$100.00	$200.00
33	Mobile Museum of Art - Kitchen	$100.00	$100.00	$200.00
34	Mobile Museum of Art – Photo Lab	$100.00	$100.00	$200.00
35	Hope (Plateau) Community Center	$100.00	$100.00	$200.00
36	Rickarby Park Recreation Center	$100.00	$100.00	$200.00
37	Springhill Recreation Center	$100.00	$100.00	$200.00
38	Sullivan Park Community Center	$100.00	$100.00	$200.00
39	Taylor Park Community Center	$100.00	$100.00	$200.00
40	Tillman's Corner Community Center	$100.00	$100.00	$200.00
41	WAC (Western Administrative Complex)	$350.00	$350.00	$700.00
	Total Year	**$4,970.00**	**$4,970.00**	**$9,940.00**

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a semiannual basis, for completed work as specified.

B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:
5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:
6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the 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. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	12 pages
2. Exhibit A – Scope of Work, dated April 19, 2023	2 pages
3. Exhibit B – Locations	2 pages
4. National Association of Fire Equipment Distributors Certification	1 page
5. DBE Waiver Request Form	1 page
6. Bid Form, dated May 15, 2023	8 pages
7. Secretary of State Entity Form	1 page
8. E-Verify Documentation	1 page
9. Certificates of Insurance with Endorsements	3 pages
10. Addendum #1	3 pages

ARTICLE 7. Insurance:
7.1 Required coverage:

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

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
   1. Bodily injury liability:
      $1,000,000 each person
      $1,000,000 each occurrence
   2. Property damage liability - $1,000,000 each occurrence.
   3. Or, in lieu of (1) and (2) above:
      Bodily injury and property damage combined –$1,000,000 per occurrence
   4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

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

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service 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.

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The 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.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone

number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 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 his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.

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

8.3 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 years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

8.4 Indemnification: The Service 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. Service 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.

8.5 In the event of any breach or apparent breach by Service 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, Service 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

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

8.7 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.

8.8 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.

8.9 Service 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.

8.10 Service 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 Service 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 Service Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.11 Anti-discrimination: Service 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. Service 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

8.12 Method of Payment: Contractor shall provide two copies of invoices to the Architectural Engineering Department. Payment shall be made only upon successful completion of the project and receipt and approval by Owner of all required close out documents.

8.13 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.

8.14 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.

8.15 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, Acts of God, pandemics, or other reasons of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.16 Non-Assignment Clause: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

ARTICLE 9. Severability Clause

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

ARTICLE 10. 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 there from.

ARTICLE 11. 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ARTICLE 12. Signature:

IN WITNESS WHEREOF, 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 Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Professional Fire Protection Services, LLC

Angela R Cooley
Signature

Angela R. Cooley, Owner
Print Full 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 Angela Cooley as Owner of Professional Fire Protection Services, 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 _____.
Sworn to and subscribed for me this 21st day of July, 2023.

Debra L. French
Notary Public Signature
My commission expires: 11/24/25

END OF SECTION

EXHIBIT A

SECTION 01000 – SCOPE OF WORK
April 19, 2023

Scope of Services: Service Contractor shall provide Two (2) inspections per year, one in May and one in November. Inspections shall include Fire Suppression Systems for Forty-One (41) units at Thirty-Eight (38) City of Mobile facilities, (as listed in Exhibit A – Locations). Provide Fire Suppression System Inspection in accordance with National Fire Protection Association (NFPA) 96: standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, and in accordance with the following:

1. Carbon Dioxide extinguishing systems, NFPA 12.
2. Automatic Sprinkler Systems, NFPA 13.
3. Foam-water sprinkler system or foam-water spray system, NFPA 16.
4. Dry-chemical extinguishing system, NFPA 17.
5. Wet-chemical extinguishing system, NFPA 17A.
6. National Electric Code, NFPA 70
7. National Fire Alarm & Signal Code, NFPA 72
8. Fire Protection of Information Technology Equipment, NFPA 75

Inspections shall include, but are not limited to, the following:

GENERAL
1. All systems are in service.
2. Report if hoods, filters, ducts and fans need cleaning or repair.
3. All systems are connected to Fire Alarm.

CYLINDERS
1. All cylinders are properly located and undamaged.
2. All gauges read proper pressure.
3. All manual release devices are properly located and in working order.
4. Dry chemical in satisfactory condition.
5. All rupture discs in satisfactory condition.
6. All CO^2 cartridges within proper weight limits.

PIPING
1. All piping secure.
2. All pipes clear and unobstructed.

NOZZLES
1. All nozzles clear, undamaged, unobstructed.
2. All nozzle caps in proper working order.

FUSEABLE LINKS
1. All fuseable links replaced.

AUTOMATIC FUEL SHUT-OFFS
1. All fuel shutoffs in proper working order.

INSPECTION FORMS.

1. The inspections will be recorded on a standard report form prepared by the Fire Suppression Inspection Company. This report form must meet prior approval of the Service Contract Administrator, Architectural Engineer Department, City of Mobile and be acceptable to the insurance underwriter.
2. Copies of all reports will be furnished to the Service Contract Administrator's office in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted with invoices for payment.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

END OF SECTION

EXHIBIT B – LOCATIONS

	Location Name	Address	Type/Model Number
1	Arthur R. Outlaw Convention Center	1 South Water Street	Range Guard - RG6g Double Hood
2	Azalea City Golf Course	1000 Gaillard Drive	Ansul R102
3	Boykin Park Concession Stand	5850 Carol Plantation Road	Ansul R102
4	Connie Hudson Mobile Regional Senior CommunityCenter	3201 Hillcrest Road	Ansul R102
5	Dotch Community Center	3100 Bank Avenue	Pyro Chem PCL 350
6	Figures Park Community Center	1868 Allison Street	Range Guard RG1.5
7	Fire Station - Crichton	200 Davenport Avenue	Ansul R102
8	Fire Station #1	6801 Overlook Road	Ansul R102
9	Fire Station #3 - Central	701 St. Francis Street	Ansul R102
10	Fire Station #6	2525 Hillcrest Road	Ansul R102
11	Fire Station #7	5525 Commerce Boulevard	Ansul R102
12	Fire Station #9	1000 Houston Street	Ansul R102
13	Fire Station #11	1004 South Broad Street	Buckeye BFR 10
14	Fire Station #16	1951 Maryvale Street	Buckeye BFR 10
15	Fire Station #17	57 South Lafayette Street	Pyro Chem L2400
16	Fire Station #18	700 Museum Drive	Ansul R102
17	Fire Station #20	3471 Dauphin Island Parkway	Ansul R102
18	Fire Station #26 (Ansul R102)	8080 Airport Boulevard	Ansul R102
19	Fire Station #26 (FM 200)	8080 Airport Boulevard	FM 200
20	Precinct 4	8080 Airport Boulevard	FM 200
21	Fire Station #28	7050 Old Military Road	Amerex 275
22	Harmon Recreation Center	1611 Belfast Street	Ansul R102
23	Henry Aaron Park Concession Stand	2010 Andrews Street	Ansul R102
24	Hillsdale Park Community Center	558 Fellhorn Road	Ansul R102
25	Gulf Quest Maritime Museum Café	155 South Water Street	Ansul R102
26	Gulf Quest Maritime Museum BRK	155 South Water Street	Ansul R102
27	James Seals Recreation Center	540 T exas Street	Ansul R102
28	Leola B. Tricksey Center	3100 Bank Avenue	Ansul R102
29	Medal of Honor Park Concession Stand	1171 Hillcrest Road	Buckeye BFR 5
30	Mims Park - Baseball Concession	5400 Grishilde Drive	Ansul R102
31	Mims Park - Football Concession	5400 Grishilde Drive	Range Guard RG1.5
32	Mobile Civic Center	401 Civic Center Drive	Range Guard WADR 600
33	Mobile Museum of Art - Kitchen	4850 Museum Drive	Ansul R102
34	Mobile Museum of Art – Photo Lab	4850 Museum Drive	Ansul R102
35	Hope (Plateau) Community Center	850 Edwards Street	Ansul R102

36	Rickarby Park Recreation Center	550 Rickarby Street	Ansul R102
37	Springhill Recreation Center	1151 Springhill Avenue	Amerex 375
38	Sullivan Park Community Center	351 North Catherine Street	Ansul R102
39	Taylor Park Community Center	1050 Baltimore Street	Ansul R102
40	Tillman's Corner Community Center	5055 Carol Plantation Road	Pyro Chem NMCH
41	Western Administration Complex	4851 Museum Drive	FM 200

Service Contractor to verify locations, model, and type during field inspections.

The National Association of Fire Equipment Distributors

Certifies that

Matthew R. Cooley

Professional Fire Protection

Mobile, Alabama

Has complied with ICC/NAFED's Recertification Policy and retains a certification as a Pre-Engineered Kitchen Fire Extinguishing System Technician

Valid Through November 2023

Diane Pein
Chair

NAFED certification does not imply, represent, warrant, suggest, or signify compliance with any equipment manufacturer's or supplier's requirements, nor does NAFED's certification grant any license or permit.

The National Association of Fire Equipment Distributors

Certifies that

Matthew R. Cooley

Professional Fire Protection

Mobile, Alabama

Has complied with ICC/NAFED's Recertification Policy and retains a certification as a Pre-Engineered Kitchen Fire Extinguishing System Technician

Valid Through November 2023

Diane Pein
Chair

This copy of the certificate may be used for verification of certification.

NAFED certification does not imply, represent, warrant, suggest, or signify compliance with any equipment manufacturer's or supplier's requirements, nor does NAFED's certification grant any license or permit.



City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-021-23 Current Date 6 / 12 / 23

Project Description Service Contract - Fire Suppression System Inspections

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.

The Service Contract work will be performed solely by a Contractor. No subcontrators will be utilized.

Cassie Boatwright
Requested By (Department Director)

(Signature) Director (Title) 6/12/23 (Date)

Telephone Number

boatwright@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) OSD Manager (Title) 6/12/2023 (Date)

Approved By (CAO)

BID FORM

The following Bid Format 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, 36633-1827

REF: **PROJECT NAME:** SERVICE CONTRACT - FIRE SUPPRESSION SYSTEMS INSPECTIONS

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-021-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated April 7, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services 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,

COMPANY NAME: Professional Fire Protection Services, LLC

ADDRESS: P.O Box 190249 Mobile, AL 36619 **PHONE** 251-753-4373

CITY OF MOBILE BUSINESS LICENSE NUMBER: 115094

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The 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 -Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

BASE BID

Quotes shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Year 1 – Initial Term: Eight thousand eight hundred-thirty & 00/100 Dollars ($ 8,830 .00)
(Amount in Words) (Amount in Numbers)

Year 2 - 1st Additional Term: Nine thousand eight hundred-ninety & 00/100 Dollars ($ 9,890 .00)
(Amount in Words) (Amount in Numbers)

Year 3 - 2nd Additional Term: Nine thousand nine hundred-forty & 00/100 Dollars ($ 9,940 .00)
(Amount in Words) (Amount in Numbers)

Total Bid Amount (Year 1, 2, and 3 Total): Twenty-eight thousand six hundred-sixty & 00/100 Dollars ($ 28,660. .00)
(Amount in Words) (Amount in Numbers)

SCHEDULE OF VALUES:

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Year 1 – Initial Term:

	Location Name	June 2023	December 2023	Total
1	Arthur R. Outlaw Convention Center	$ 150	$ 150	$ 300
2	Azalea City Golf Course	$ 90	$ 90	$ 180
3	Boykin Park Concession Stand	$ 90	$ 90	$ 180
4	Connie Hudson Mobile Regional Senior Community Center	$ 90	$ 90	$ 180
5	Dotch Community Center	$ 90	$ 90	$ 180
6	Figures Park Community Center	$ 90	$ 90	$ 180
7	Fire Station - Crichton	$ 90	$ 90	$ 180

8	Fire Station #1	$ 90	$ 90	$ 180
9	Fire Station #3 - Central	$ 90	$ 90	$ 180
10	Fire Station #6	$ 90	$ 90	$ 180
11	Fire Station #7	$ 90	$ 90	$ 180
12	Fire Station #9	$ 90	$ 90	$ 180
13	Fire Station #11	$ 90	$ 90	$ 180
14	Fire Station #16	$ 90	$ 90	$ 180
15	Fire Station #17	$ 90	$ 90	$ 180
16	Fire Station #18	$ 90	$ 90	$ 180
17	Fire Station #20	$ 90	$ 90	$ 180
18	Fire Station #26 (Ansul R102)	$ 90	$ 90	$ 180
19	Fire Station #26 (FM 200)	$ 300	$ 300	$ 600
20	Precinct 4	$ 300	$ 300	$ 600
21	Fire Station #28	$ 90	$ 90	$ 180
22	Harmon Park Recreation Center	$ 90	$ 90	$ 180
23	Henry Aaron Park Concession Stand	$ 90	$ 90	$ 180
24	Hillsdale Park Community Center	$ 90	$ 90	$ 180
25	Gulf Quest Maritime Museum Cafe	$ 125	$ 125	$ 250
26	Gulf Quest Maritime Museum BRK	90	90	180
27	James Seals Recreation Center	$ 90	$ 90	$ 180
28	Leola B. Tricksey Center	$ 90	$ 90	$ 180
29	Medal of Honor Park Concession Stand	$ 90	$ 90	$ 180
30	Mims Park - Baseball Concession	$ 90	$ 90	$ 180
31	Mims Park - Football Concession	$ 90	$ 90	$ 180
32	Mobile Civic Center	$ 90	$ 90	$ 180
33	Mobile Museum of Art - Kitchen	$ 90	$ 90	$ 180
34	Mobile Museum of Art – Photo Lab	$ 90	$ 90	$ 180
35	Hope (Plateau) Community Center	$ 90	$ 90	$ 180
36	Rickarby Park Recreation Center	$ 90	$ 90	$ 180
37	Springhill Recreation Center	$ 90	$ 90	$ 180
38	Sullivan Park Community Center	$ 90	$ 90	$ 180
39	Taylor Park Community Center	$ 90	$ 90	$ 180
40	Tillman's Corner Community Center	$ 90	$ 90	$ 180
41	WAC (Western Administrative Complex)	$ 300	$ 300	$ 600
	Total Year 1	$ 4415	$ 4415	$ 8830

Year 2 – 1st Additional Term:

	Location Name	June 2024	December 2024	Total
1	Arthur R. Outlaw Convention Center	$ 170	$ 170	$ 340
2	Azalea City Golf Course	$ 100	$ 100	$ 200
3	Boykin Park Concession Stand	$ 100	$ 100	$ 200
4	Connie Hudson Mobile Regional Senior Community Center	$ 100	$ 100	$ 200
5	Dotch Community Center	$ 100	$ 100	$ 200
6	Figures Park Community Center	$ 100	$ 100	$ 200
7	Fire Station - Crichton	$ 100	$ 100	$ 200
8	Fire Station #1	$ 100	$ 100	$ 200
9	Fire Station #3 - Central	$ 100	$ 100	$ 200
10	Fire Station #6	$ 100	$ 100	$ 200
11	Fire Station #7	$ 100	$ 100	$ 200.
12	Fire Station #9	$ 100	$ 100	$ 200
13	Fire Station #11	$ 100	$ 100	$ 200
14	Fire Station #16	$ 100	$ 100	$ 200
15	Fire Station #17	$ 100	$ 100	$ 200
16	Fire Station #18	$ 100	$ 100	$ 200
17	Fire Station #20	$ 100	$ 100	$ 200
18	Fire Station #26 (Ansul R102)	$ 100	$ 100	$ 200
19	Fire Station #26 (FM 200)	$ 350	$ 350	$ 700
20	Precinct 4	$ 350	$ 350	$ 700
21	Fire Station #28	$ 100	$ 100	$ 200
22	Harmon Recreation Center	$ 100	$ 100	$ 200
23	Henry Aaron Park Concession Stand	$ 100	$ 100	$ 200.
24	Hillsdale Park Community Center	$ 100	$ 100	$ 200
25	Gulf Coast Maritime Museum Cafe	$ 125	$ 125	$ 250
26	Gulf Quest Maritime Museum BRK	$ 100	$ 100	$ 200
27	James Seals Recreation Center	$ 100	$ 100	$ 200
28	Leola B. Tricksey Center	$ 100	$ 100	$ 200
29	Medal of Honor Park Concession Stand	$ 100	$ 100	$ 200
30	Mims Park - Baseball Concession	$ 100	$ 100	$ 200
31	Mims Park - Football Concession	$ 100	$ 100	$ 200
32	Mobile Civic Center	$ 100	$ 100	$ 200

33	Mobile Museum of Art - Kitchen	$ 100	$ 100	$ 200
34	Mobile Museum of Art – Photo Lab	$ 100	$ 100	$ 200
35	Hope (Plateau) Community Center	$ 100	$ 100	$ 200
36	Rickarby Park Recreation Center	$ 100	$ 100	$ 200
37	Springhill Recreation Center	$ 100	$ 100	$ 200
38	Sullivan Park Community Center	$ 100	$ 100	$ 200
39	Taylor Park Community Center	$ 100	$ 100	$ 200
40	Tillman's Corner Community Center	$ 100	$ 100	$ 200
41	WAC (Western Administrative Complex)	$ 350	$ 350	$ 700
	Total Year 2	$ 4945	$ 4945	$ 9890

Year 3 – 2nd Additional Term:

	Location Name	June 2025	December 2025	Total
1	Arthur R. Outlaw Convention Center	$ 180	$ 180	$ 360
2	Azalea City Golf Course	$ 100	$ 100	$ 200
3	Boykin Park Concession Stand	$ 100	$ 100	$ 200
4	Connie Hudson Mobile Regional Senior Community Center	$ 100	$ 100	$ 200
5	Dotch Community Center	$ 100	$ 100	$ 200
6	Figures Park Community Center	$ 100	$ 100	$ 200
7	Fire Station - Crichton	$ 100	$ 100	$ 200
8	Fire Station #1	$ 100	$ 100	$ 200
9	Fire Station #3 - Central	$ 100	$ 100	$ 200
10	Fire Station #6	$ 100	$ 100	$ 200
11	Fire Station #7	$ 100	$ 100	$ 200
12	Fire Station #9	$ 100	$ 100	$ 200
13	Fire Station #11	$ 100	$ 100	$ 200
14	Fire Station #16	$ 100	$ 100	$ 200
15	Fire Station #17	$ 100	$ 100	$ 200
16	Fire Station #18	$ 100	$ 100	$ 200
17	Fire Station #20	$ 100	$ 100	$ 200
18	Fire Station #26 (Ansul R102)	$ 100	$ 100	$ 200
19	Fire Station #26 (FM 200)	$ 350	$ 350	$ 700
20	Precinct 4	$ 350	$ 350	$ 700
21	Fire Station #28	$ 100	$ 100	$ 200
22	Harmon Park Recreation Center	$ 100	$ 100	$ 200

23	Henry Aaron Park Concession Stand	$ 100	$ 100	$ 200
24	Hillsdale Park Community Center	$ 100	$ 100	$ 200
25	Gulf Quest Maritime Museum Cafe	$ 140	$ 140	$ 280
26	Gulf Quest Maritime Museum BRK	100	100	200
27	James Seals Recreation Center	$ 100	$ 100	$ 200
28	Leola B. Tricksey Center	$ 100	$ 100	$ 200
29	Medal of Honor Park Concession Stand	$ 100	$ 100	$ 200
30	Mims Park - Baseball Concession	$ 100	$ 100	$ 200
31	Mims Park - Football Concession	$ 100	$ 100	$ 200
32	Mobile Civic Center	$ 100	$ 100	$ 200
33	Mobile Museum of Art - Kitchen	$ 100	$ 100	$ 200
34	Mobile Museum of Art – Photo Lab	$ 100	$ 100	$ 200
35	Hope (Plateau) Community Center	$ 100	$ 100	$ 200
36	Rickarby Park Recreation Center	$ 100	$ 100	$ 200
37	Springhill Recreation Center	$ 100	$ 100	$ 200
38	Sullivan Park Community Center	$ 100	$ 100	$ 200
39	Taylor Park Community Center	$ 100	$ 100	$ 200
40	Tillman's Corner Community Center	$ 100	$ 100	$ 200
41	WAC (Western Administrative Complex)	$ 350	$ 350	$ 700
	Total Year 3	$ 4970	$ 4970	$ 9940

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

1. BID INCLUDES:
Addendum Number 1, Dated 5/8/23
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned

State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: City of Mobile - Building Services
Company Address: _____
Telephone: 251-800-1732 Email: orsola.nelson@cityofmobile.org
Type of Work: Hood suppression system inspections
Date(s): April 2022 / Oct. 2022

B. Reference #2:
Company Name: Wind Creek Casino
Company Address: _____
Telephone: 251-253-5972 Email: asells@pci-nsn.gov
Type of Work: Hood suppression system inspections
Date(s): June 2020 — Present

C. Reference #3:
Company Name: Poarch Band of Creek Indians
Company Address: _____
Telephone: 251-253-9571 Email: cmcghee@pci-nsn.gov
Type of Work: Hood suppression system inspections
Date(s): June 2020 — Present

5. 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.

COMPANY NAME:

PROFESSIONAL FIRE PROTECTION SERVICES, LLC
(Typed)

BY: Angela R Cooley
(Signature of Company Officer)

COMPANY OFFICER: Angela R. Cooley
(Typed)

TITLE Owner
(Typed)

DATE May 15, 2023

Sworn to and subscribed before me this 15th **day of 20** 23

HOLLY JONES
NOTARY PUBLIC ALABAMA
My Commission Expires
May 22, 2024

Holly Jones
Notary Public

END OF SECTION

Alabama Secretary of State

Professional Fire Protection Services, LLC	
Entity ID Number	000 - 631 - 110
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	05/14/2020
Registered Agent Name	COOLEY, ANGELA
Registered Office Street Address	4053 PERCH POINT DR MOBILE, AL 36605
Registered Office Mailing Address	4053 PERCH POINT DR MOBILE, AL 36605
Nature of Business	
Organizers	
Organizer Name	COOLEY, ANGELA
Organizer Street Address	4053 PERCH POINT DR MOBILE, AL 36605
Organizer Mailing Address	4053 PERCH POINT DR MOBILE, AL 36605
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2022 2023
Transactions	
Transaction Date	05/19/2020
Miscellaneous Filing Entry	New Entity Effective 05-14-2020 15:43
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/19/2020 Certificate of Formation 2 pgs.
Document Date / Type / Pages	05/09/2023 Articles of Amendment 2 pgs.

E-Verify

Company ID Number: 1632254

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Professional Fire Protection Services, LLC
Company Facility Address	4053 Perch Point Drive Mobile, AL 36605
Company Alternate Address	P.O. Box 190249 Mobile, AL 36619
County or Parish	MOBILE
Employer Identification Number	851053808
North American Industry Classification Systems Code	238
Parent Company	Professional Fire Protection Services, LLC
Number of Employees	1 to 4
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2023

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 SCHNEIDER INSURANCE AGENCY INC PO Box 9339 Mobile AL 36691	CONTACT NAME: Johnrhey Levick PHONE (A/C, No, Ext): (251) 666-5472 FAX (A/C, No): (251) 666-4088 E-MAIL ADDRESS: johnrhey@schneiderinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Kinsale Insurance Company		
	INSURER B: Auto-Owners Ins Co		18988
	INSURER C: Sheffield Group, Inc		
	INSURER D:		
	INSURER E:		
	INSURER F:		
INSURED Professional Fire Protection Services, LLC PO Box 190249 Mobile AL 36619			

COVERAGES **CERTIFICATE NUMBER:** CL2353109591 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	0100152385-2	05/27/2023	05/27/2024	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 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	5337906400	05/27/2023	05/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) WRRPA	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	N	0100156751-2	05/27/2023	05/27/2024	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: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	600-2023-40790-00	01/01/2023	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

PROJECT NAME: Fire Suppression Systems Inspections-Service Contract PROJECT NUMBER: SC-021-23
City of Mobile is included as an Additional Insured in respect to the 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 Additionaled Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability.
30 Day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile 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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58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

 Includes copyrighted material of Insurance Services Office Inc., with its permission.

ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 6/23/2023

MEMBER: PROFESSIONAL FIRE PROTECTION S
4053 PERCH POINT DRIVE
MOBILE, AL 36605

DATE ISSUED: 6/22/2023
Employer: 600-2023-40790-00
FEIN Number: 851053808
Risk ID No:
GSI #: 26-43699

UNIT #40790-00

FUND:

REASON FOR ENDORSEMENT:

IT IS HEREBY UNDERSTOOD AND AGREED THAT A WAIVER OF SUBROGATION IS HEREBY ADDED FOR THE FOLLOWING COMPANY WHEN REQUIRED BY WRITTEN CONTACT:
CITY OF MOBILE
P O BOX 1827
MOBILE, AL 36633-1827

ALL OTHER CONDITIONS REMAIN THE SAME.

CC: SCHNEIDER INSURANCE AGENCY AGT# 00891
ALABAMA DEPT. OF INDUSTRIAL RELATIONS

ISSUED BY: POLICY SERVICES DEPARTMENT
THE SHEFFIELD FUND
THE SHEFFIELD BUILDING
900 CORPORATE DRIVE
BIRMINGHAM, AL 35242
205-437-2344

MOBILE
ALABAMA

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: SERVICE CONTRACT- FIRE SUPPRESSION SYSTEMS INSPECTIONS
AT VARIOUS CITY OF MOBILE FACILITIES
Service Contract #SC-021-23

Date: May 8th, 2023.

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated April 19th, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Meeting Acknowledgment Roster, dated May 3rd, 2023 are attached and form part of Addendum No. 1.

Item 2. All Bidders must have a current City of Mobile Business License at the time of bid submission.

Item 3. A bid bond is required.

Item 4. The subcontractor & Major Supplier Plan **MUST** be filled out and returned with the Bid package, failure to do so may disqualify your bid.

Item5. Sealed Bids are due no later than **2:00pm** local time on **Wednesday, May 17th, 2023.**

Item6. The Insurance Requirements for this project are listed in the bid package. The General Aggregate Limit shall apply on a "Per Project" basis, if you or your insurance broker have questions about this, please have your insurance broker contact me directly for additional information.

Item7. Revised Bid Form & Scope of Work (Locations). Locations on Exhibit A now match the locations on the Bid Form/ Contract Agreement. See PDF Attachment.

Forms and Specifications:

Attached:

SC-021-23 Attendence Roster.p

Revised SC-021-23 Fire Suppression Sy

RFI's:

Question: **Is a NICET Certificate required for FM 200 Inspections?**

Answer: *see CFAA.pdf (alabama.gov) and PEERFP.pdf (alabama.gov)*

Question: **In the event of a "system dump", how is this handled?**

Answer: *City of Mobile will request quotes to repair the system.*

NOTE: Answers provided by Service Contract Technician Orsola Nelson

END OF ADDENDUM NO. 1

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract- Fire Suppression	SC-021-23: Various COM Facilities	May 3rd, 2023.

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
MARK THOMAS	CITY OF MOBILE	251-208-7519		251-209-3812	thomasm@cityofmobile.org
ORSOLA NELSON	CITY OF MOBILE			251-800-1732	orsola.nelson@cityofmobile.org
Justin Storm	Fire + Safety Connx	251-305-5459		251-305-5459	Justin@FireSafetyInc.net
Derek Johnson	Fire + Safety Connection	251-620-6261		251-620-6261	DEREK@FIRESAFETYINC.NET
Matt Cooley	Professional Fire Protection	251-753-4373		251-753-4373	MCooley@proFireservices.com

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is a Contract agreement between the City of Mobile and Geotechnical Engineering-Testing, Inc. to administer the construction geotechnical/materials testing of the Three Mile Creek Greenway Trail – Segment 6N. Geotechnical Engineering-Testing, Inc. will work closely with the Alabama Department of Transportation to provide these services.

This contract is funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP), which was adopted by City Council on October 16, 2018. The purpose of this project is to complete the geotechnical and materials testing of materials used for the construction of the 6N segment of the Three Mile Creek Greenway Trail from Goodwill Ave. to the existing Tricentennial Park trail at Yerby Dr. This segment of the trail will connect to future segments and provide a biking and walking trail spanning from Dr Martin Luther King Jr Ave. to the Mobile Japanese Garden. This contract has been reviewed and approved by ALDOT, and the City has been given a Notice to Proceed.

Amount of Contract:

$23,828.00

Effective Date of Contract:

8/3/2023

Funding Source

Project # Three Mile Creek Greenway Trail – 6N COM Project No. 2022-2045-02

Project String G-3MCGREEN

Discretionary Funds N/A

Contract Number:N/A

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

Grant Funds $23,828.00 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	7/27/2023
Resolution	Resolution Letter	7/27/2023
Contract	Backup Material	7/27/2023
DBE Waiver Signed	Backup Material	7/27/2023
Insurance	Backup Material	7/27/2023
ALDOT concurrence and NTP	Backup Material	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	7/27/2023 - 1:13 PM
Accounting	Threadgill, Randy	Approved	7/28/2023 - 2:30 PM
Legal	Kern, Chris	Approved	7/28/2023 - 4:37 PM
Legal	Kern, Chris	Approved	7/28/2023 - 4:37 PM
Mayors Office	Montgomery, Brandi	Approved	7/31/2023 - 9:53 AM

July 25, 2023

To Whom It May Concern:

Attached to this memo is a Contract agreement between the City of Mobile and Geotechnical Engineering-Testing, Inc. to administer the construction geotechnical/materials testing of the Three Mile Creek Greenway Trail – Segment 6N. Geotechnical Engineering-Testing, Inc. will work closely with the Alabama Department of Transportation to provide these services.

This contract is funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP), which was adopted by City Council on October 16, 2018. The purpose of this project is to complete the geotechnical and materials testing of materials used for the construction of the 6N segment of the Three Mile Creek Greenway Trail from Goodwill Ave. to the existing Tricentennial Park trail at Yerby Dr. This segment of the trail will connect to future segments and provide a biking and walking trail spanning from Dr Martin Luther King Jr Ave. to the Mobile Japanese Garden. This contract has been reviewed and approved by ALDOT, and the City has been given a Notice to Proceed.

We look forward to continued communication on this important funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Emma Cochran at 251-208-1084 or email emma.cochran@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

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 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, 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. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Geotechnical Engineering Testing, Inc.
Project Name:	Three Mile Creek Greenway Trail – 6N COM Project No. 2022-2045-02
Cost:	$23,828.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This contract, made and entered into this _____ day of _____, 2023, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and **Geotechnical Engineering-Testing, Inc.**, hereinafter called the "LABORATORY", WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** - An engineering company **(Mott McDonald)** employed by the CITY to perform professional engineering services for the Project.

(d) **CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

(e) **COUNCIL** - Mobile City Council

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

(i) **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **Three Mile Creek Greenway Trail – Seg 6N**

Project No. – **2022-2045-02**

(j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Mott McDonald)** to perform engineering services for the PROJECT.

(l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(m) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

(n) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to

be used in the construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction

tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. OMIT

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. OMIT

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. The LABORATORY shall deliver the concrete cylinders to ALDOT for testing. Slump and temperature tests shall be made by the LABORATORY for each batch of concrete for which cylinders are made. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be

responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **$23,828.00 (Twenty Three Thousand Eight Hundred Twenty-eight Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY,

the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

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

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

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

2) Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident

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

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

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

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

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

(c) Automobile Liability Insurance:

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

(d) Excess/Umbrella Liability Insurance

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

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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

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

32. ANTI-DISCRIMINATION:

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

33. GOVERNING LAW AND VENUE:

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

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and

all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

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

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

Geotechnical Engineering-Testing, Inc.

By: _____

Print: Clay B Doyle

Its: Secr/Treas

Address: 904 Butler Dr
Mobile, AL 36693

Telephone: 251·666·7197

STATE OF ALABAMA
CITY OF MOBILE

I, Jacqueline Tokuhara, a Notary Public in and for said State and County, hereby certify that Clay Doyle, whose name as Secretary Treasurer of Geotechnical Engineering-Testing, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 21st day of July, 2023.

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

Jacqueline Tokuhara
NOTARY PUBLIC

My Commission Expires: 8/16/2026

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

Three Mile Creek Greenway Trail – Segment 6N
Project No. 2022-2045-02

Source of Funding: TAP Project No. TAPAA-TA18(923)

The estimated laboratory cost is not to exceed, unless otherwise approved: $ 23,828.00

EXHIBIT 'B':

FEE SCHEDULE AND SUMMARY OF HOURLY RATES

TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES TO PROVIDE CONSTRUCTION MATERIALS TESTING FOR THE THREE MILE CREEK: SECTION 6 NORTH PROJECT MOBILE, AL

JULY 5, 2023 (REVISED JULY 7, 2023)

ITEM OF SERVICE	EST. UNITS		UNIT FEE		EST. TOTAL FEE
1. Technician Level III	200	Hours	$ 66.00	/Hr	$ 13,200.00
2. Technician Level III (Overtime)	20	Hours	$ 90.00	/Hr	$ 1,800.00
3. Standard Proctor Density (Soil)	2	Each	$ 150.00	/Ea	$ 300.00
4. Soil Classification Tests	2	Each	$ 200.00	/Ea	$ 400.00
5. Modified Proctor Density (Rock)	1	Each	$ 275.00	/Ea	$ 275.00
6. Sieve Analysis (Rock)	1	Each	$ 275.00	/Ea	$ 275.00
7. Bulk Specific Gravity/Absorption of Aggregate	1	Each	$ 450.00	/Ea	$ 450.00
8. Thickness & Density of Asphalt Drilled Cores	8	Each	$ 70.00	/Ea	$ 560.00
9. Cure & Test Concrete Cylinders	28	Sets	$ 90.00	/Set	$ 2,520.00
				SubTotal:	**$ 19,780.00**
1. Supervision, Report Review & Administration	10%				$ 1,978.00
2. Technician Supervisor	4	Hours	$ 100.00	/Hr	$ 400.00
3. Senior Geotechnical Engineer, P.E.	4	Hours	$ 180.00	/Hr	$ 720.00
4. Nuclear Density Gauge Rental	10	Days	$ 25.00	/Day	$ 250.00
5. Coring Machine Rental	2	Days	$ 25.00	/Day	$ 50.00
6. Mileage	65	Trips	$ 10.00	/Trip	$ 650.00
				ESTIMATED TOTAL:	**$ 23,828.00**

Notes

1. Technician time will be charged portal-to-portal with a minimum 2 hour trip charge.
2. Overtime will include work over 8 hours per day and/or weekends.
2. Overtime will be charged for work before 7:00 a.m. and after 5:00 p.m.
3. General project management, report review, report distribution, and general administration will be charged based upon 10% of the field and laboratory testing services performed.
4. Submittal reviews and trips to the site by the Technician Supervisor or Engineer for meetings and/or consultation will be based upon hourly rates.

EXHIBIT 'C':

E-VERIFY, INSURANCE & CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

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 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:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	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 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)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$
	OTHER						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	$

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT 'D':

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OR

REQUEST OF WAIVER OF DBE GOAL

MOBILE
ALABAMA

CITY OF MOBILE

UNIQUE ENTITY IDENTIFIER (UEI) DOCUMENTATION AND VERIFICATION FORM

Name of Organization Geotechnical Engineering Testing, Inc.

UEI Number ZFBXVPLKYLC2

IF YOUR ORGANIZATION DOES NOT HAVE A UEI (FORMERLY DUNS) NUMBER, PLEASE READ THE INFORMATION BELOW AND CHECK THE BOX IF YOU INTEND TO OBTAIN ONE

Information about Your UEI Number and Instructions to Obtain Your UEI Number

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEI number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses UEI numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a UEI Number** – A UEI or Unique Entity Identifier Number is a unique, nonindicative 12-digit number issued and maintained by SAM.gov that verifies the existence of a business entity globally. After you receive a UEI Number, your business will be listed in the SAM.gov database.

1. **If you have already registered or are unsure**, log onto **https://sam.gov/search/?page=1&pageSize=25&sort=-ModifiedDate&sfm%5Bstatus%5D%5Bis_Active%5D=true** and enter your Business Name and click **SEARCH**. The site will display the results of your search and provide an option to send your UEI Number via email if you are registered.

2. **To obtain a UEI Number**, register by logging onto **https://sam.gov/content/home**. (If you visit a site that attempts to charge you for obtaining a UEI Number, you are at the wrong site because registering for a UEI Number is completely free and is usually created within one (1) business day.

FOR OFFICE OF GRANTS MANAGEMENT USE ONLY

UEI NUMBER VERIFIED YES ☐ NO ☐

Date: _____

Performed by: _____

Position Title: _____

Department: _____

Contract/Grant Number: _____

Federal Award Number: _____

MOBILE
ALABAMA

CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement 7/21/23
Award Description/Title _____
Entity Completing Form Geotechnical Engineering Testing, Inc
Entity UEI Number ZFBXVPLKYLC2
Address 904 Butler Drive
City, State, Zip+4 Mobile, AL 36693-5106

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI Number belongs receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☑ ~~If yes,~~ answer next question.

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEI Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ **If no, answer next question.**

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

Signature _____ Title _____ Date 7/21/23

Clay B Doyle
Typed Name of Signature

Risk Assessment

Please select only one checkbox for each question.

Does the agency receive ≥ 25% in non-Federal funding?	**Less than 25% in non-Federal Funding**	☑
	25% - 50% in non-Federal Funding	☐
	> 50% in non-Federal Funding	☐

Non-Profits Only: Does the agency seek additional funding through regular fundraisers?	**Yes**	☐
	No	☐

If no, please explain.

Is the entity new to operating or managing state and/or federal funds (has not done so within the past 5 years)?	**Yes**	☐
	No	☑

If yes, please explain.

Is this program new for the entity (managed for fewer than 3 years)?	**Yes**	☐
	No	☑

Has there been high staff turnover or agency reorganization that affects this program?	**Yes**	☐
	No	☑

Are the staff assigned to the program inexperienced with the program (worked with the program for less than 2 funding cycles)?	**Yes**	☐
	No	☑

Does the agency have a new Executive Director and/or new Financial Officer (within last 2 years)?	**Yes**	☐
	No	☑

Does the agency/entity have or previously had a lawsuit(s) filed against them (within the last five years)?	**Yes**	☑
	No	☐

Automobile Accidenct

Has any of the agency's staff been jailed, convicted of a felony, or are currently under criminal investigation?	**Yes**	☐
	No	☑
If yes, please explain.		

Is the agency/entity currently or previously been suspended or debarred?	**Yes**	☐
	No	☑
If yes, please explain.		

Does the agency have a financial management system in place to track and record the program expenditures? (ex: QuickBooks, Peachtree, or Custom Proprietary System)	**Yes**	☑
	No	☐

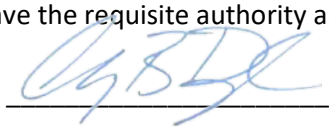
Does the accounting system identify the receipts and expenditures of program funds separately for each award?	**Yes**	☐
	No	☑

Does the agency have loans to help meet its cash needs?	**$0**	☑
	≤ $50,000	☐
	> $50,000	☐
N/A		

Is the agency delinquent in paying any obligations?	**Yes**	☐
	No	☑
Has it been more than one year since the agency received a single audit? (If required)	**Yes**	☐
	No	☑
If yes, please explain.		

Were there any audit findings?	**Yes, 5+**	☐
	Yes, 1 - 4	☐
	No	☑
If yes, please explain.		

CERTIFICATION: I hereby certify that, to the best of my knowledge, the provided information is complete and correct. I have the requisite authority and information to make this certification.

Signature of the preparer: 

Date: 7/21/23

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# Geotech/Materials Testing Current Date 7 / 18 / 23

Project Description Three Mile Creek Greenway Trail - Segment 6N (2022-2045-02)

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 consultant has significant experience with performing Geotech/Materials Testing services on similar projects that need close coordination with ALDOT.

Requested By (Department Director)

Jennifer Greene Digitally signed by Jennifer Greene Date: 2023.07.18 12:54:41 -05'00' Director, Programs & Project Management 7/18/2023

(Signature) (Title) (Date)

251-208-1084
Telephone Number

jennifer.greene@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

(Signature) Supplier Diversity Manager (Title) 7/19/2023 (Date)

Approved By (CAO)

GEOTENG-01 PATRATHREE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2023

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

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

PRODUCER The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Axis Specialty Ins. Co. — 15610 INSURER B : Sentry Insurance — 24988 INSURER C : The Sheffield Group INSURER D : CNA Insurance Company INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EMP1900102505	5/22/2023	5/22/2024	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 $ 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	X	X	A0068115	5/22/2023	5/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMX2000054904	5/22/2023	5/22/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	41359-00	1/1/2023	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	Professional Liab			MCH591949859	5/22/2023	5/22/2024	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102505	5/22/2023	5/22/2024	Each claim $1M Aggre	2,000,000

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

Re: Project #2022-2045-02, Three Mile Creek Greenway Trail - Segment 6N
Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Auto Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions. If required by written contract the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.
SEE ATTACHED ACORD 101

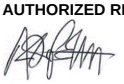
CERTIFICATE HOLDER

City of Mobile
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



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AGENCY CUSTOMER ID: GEOTENG-01 PATRATHREE

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
The Prewitt Group	Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Worker's Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required bywritten contract.

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ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

July 13, 2023

Ms. Jennifer Greene, Director
City of Mobile-Programs and Project Management
Mobile Government Plaza, South Tower-2nd Floor
205 Government Street
Mobile, Alabama 36644

Dear Ms. Greene:

Re: **Project No. TAPAA-TA18(923)**
Trail Located on the North Side of the Three Mile
From University Hospital towards Strickland Youth Center
City of Mobile

We are in receipt of Geotechnical Engineering-Testing, Inc.'s proposal dated July 7, 2023 to provide materials testing services for the above-referenced project. We concur with this proposal and the maximum allowable fee of $28,828.00.

After executing the agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.

This agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it is your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

Please contact this office if you need additional information.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: _____
Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer – Mobile Area

TWG/
c: Mr. Brad Lindsey, P.E.
File

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

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 Allstate Insurance Company as Subrogee of their insured Stephanie Blackwell

Amount of Contract:
n/a

Effective Date of Contract:
8/8/2023

Funding Source

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

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 - Blackwell	Resolution Letter	7/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/27/2023 - 8:54 AM
			7/27/2023 -

Legal	Kern, Chris	Approved	10:58 AM
Mayors Office	Barber, James	Approved	7/27/2023 - 3:42 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 and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Allstate Insurance Company as Subrogee of their insured Stephanie Blackwell, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D014\P005\00118089.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:8/1/2023

Sponsored by:

Councilmember C. J. Small

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/27/2023 - 3:13 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
2970 McVay Drive North and 3030 McVay Drive North

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST 358.78 FEET) TO THE P.T. THEREOF; THENCE SOUTH 18°-30'-18" EAST AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-55'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE

SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

Is consistent with all applicable requirements of Chapter 64;
Is compatible with the character of the surrounding neighborhood;
Will not impede the orderly development and improvement of surrounding property;

Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;

Will not be detrimental or endanger the public health, safety or general welfare; and

That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 29th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 9th day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2970 McVay Drive North and 3030 McVay Drive North.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 9, 2020. The owner of said property has applied for a modification of the PUD to shift the lot line and reconfigure parking. If approved, the modification will shift the lot line and reconfigure parking subject to the following proposed conditions 1) Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements; 2) Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 3) Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan; 4) Retention of the 25-foot minimum building setback line along McVay Drive North; 5) Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive; 6) Revision of the site plan to label the 10-foot slope easement along McMae Drive; 7) Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder; 8) Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD; 9) Compliance with all Engineering comments noted in this staff report; 10) Compliance with all Traffic Engineering comments noted in this staff report; 11) Compliance with all Urban Forestry comments noted in this staff report; 12) Compliance with all Fire Department comments noted in this staff report; 13) Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and, 14) Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST 358.78 FEET) TO THE P.T. THEREOF; THENCE SOUTH 18°-30'-18" EAST AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-55'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO

THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of Chapter 64;
B. Is compatible with the character of the surrounding neighborhood;

C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Will not be detrimental or endanger the public health, safety or general welfare; and
H. That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent)
2970 McVay Drive North and 3030 McVay Drive North
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 26, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent), for a Major Modification of a Previously Approved Planned Unit Development (PUD) to shift the lot line and reconfigure parking for the property located at 2970 McVay Drive North and 3030 McVay Drive North.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;

10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2970 McVay Drive North and 3030 McVay Drive North.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 9, 2020. The owner of said property has applied for a modification of the PUD to shift the lot line and reconfigure parking. If approved, the modification will shift the lot line and reconfigure parking subject to the following proposed conditions 1) Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements; 2) Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 3) Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan; 4) Retention of the 25-foot minimum building setback line along McVay Drive North; 5) Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive; 6) Revision of the site plan to label the 10-foot slope easement along McMae Drive; 7) Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder; 8) Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD; 9) Compliance with all Engineering comments noted in this staff report; 10) Compliance with all Traffic Engineering comments noted in this staff report; 11) Compliance with all Urban Forestry comments noted in this staff report; 12) Compliance with all Fire Department comments noted in this staff report; 13) Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and, 14) Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST 358.78 FEET) TO THE P.T. THEREOF; THENCE SOUTH 18°-30'-18" EAST AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-55'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of Chapter 64;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Will not be detrimental or endanger the public health, safety or general welfare; and
H. That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

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

adopted:

_____

Lisa Lambert, City Clerk

DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent)
2970 McVay Drive North and 3030 McVay Drive North
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 29, 2023

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: **2970 McVay Drive North and 3030 McVay Drive North**
MOD-002522-2023
DAA-McVay Subdivision
Kari Givens, Byrd Surveying/Prescott Bailey
District 3
Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

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

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

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. **The request is consistent with all applicable requirements of this Chapter;**
B. **The request is compatible with the character of the surrounding neighborhood;**
C. **The request will not impede the orderly development and improvement of surrounding property;**
D. **The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:**
E. **The request will minimize traffic hazards and traffic congestion on the public roads;**
F. **The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;**
G. **The request shall not be detrimental or endanger the public health, safety or general welfare; and**
H. **Benefits Consideration. The request will be in the City's and the larger community's best interests.**

As such, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. **Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;**

2. **Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;**
3. **Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;**
4. **Retention of the 25-foot minimum building setback line along McVay Drive North;**
5. **Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;**
6. **Revision of the site plan to label the 10-foot slope easement along McMae Drive;**
7. **Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;**
8. **Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;**
9. **Compliance with all Engineering comments noted in this staff report;**
10. **Compliance with all Traffic Engineering comments noted in this staff report;**
11. **Compliance with all Urban Forestry comments noted in this staff report;**
12. **Compliance with all Fire Department comments noted in this staff report;**
13. **Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,**
14. **Full compliance with all municipal codes and ordinances.**

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, **five** copies of the recorded plat (including instrument number) must be submitted to the Planning and Zoning Department office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

Please also submit a CAD compatible (DXF) digital copy of the final plat to the Planning and Zoning Department office once the plat has been submitted to Probate for recording. This may be submitted on disk, flash drive, memory stick, or via e-mail to planning@cityofmobile.org.

The advertising fee for this application based on the current legal description is $696.54. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **2970 McVay Drive North & 3030 McVay Drive North**
DAA-McVay Subdivision
MOD-002522-2023
Kari Givens, Byrd Surveying
District 3
Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

Dear Applicant(s)/ Owner(s):

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE

Re: **2970 McVay Drive North & 3030 McVay Drive North**
DAA-McVay Subdivision
MOD-002522-2023
Kari Givens, Byrd Surveying
District 3
Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOD-002522-2023

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

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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:	Prescott Bailey	
Firm:	Stoa Group	
Phone:	225-229-6333	
Email:	pbailey@stoagroup.com	
Address:	210 East Morris Avenue, Hammond LA 70403	

	Owner	Design Professional
Name:	Bart Thomas	
Firm:	City Construction & Development, LLC	
Phone:	901-229-2543	
Email:	bthomas@cityllc.com	
Address:	6225 Greenlee, Suite 102	

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

3030 McVay N Drive — Property Address

34.5 ac — Property Area (acres or square feet)

#1508470 & #00899709 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

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

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

Bart Thomas — Owner Signature

4/28/23 — Date

Applicant or Agent Signature (if applicable)

Date

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

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

Applicant or Agent Signature

Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

   As this modification is simply a lot line shift to account for the correct boundaries and the expanded PUD boundary will not have any additional improvements done, there is no change that will not align to the comprehensive plan with this boundary change.

   Commercial

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   No changes are being made to the existing conditions of the site with this PUD modification.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   This change requires no impacts to surrounding properties. This proposal simply moves the existing lot lines.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

Not applicable. This is a major PUD revision for a boundary line shift, with no new structures to be added inside the PUD.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

No additional landscaping or screening is being added with this change.

☐ Lighting:

No additional lighting is being added with this change.

☐ Hours of operation: Hours: Thursday 8 AM–5 PM, Friday 9 AM–2 PM, Saturday-Closed, Sunday-Closed, Monday 10 AM–4 PM, Tuesday 10 AM–4 PM, Wednesday 10 AM–5 PM

☐ Other conditions that are unique to the use of the property:

N/A

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

Not applicable- the boundary line change should not involve any of the above as it requires no construction.

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

There's no change to the overall benefit or interest of the community with the boundary adjustment.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)

☐ The verified address list of surrounding property owners who were notified

☐ A sign-in sheet documenting meeting attendance

☐ Written summary or minutes of the meeting

☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Not Required.

2. What information was presented at the meeting?
   Not Required.

3. What concerns were raised during the meeting?
   Not Required.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Not Required.

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile Commission or the Board of Zoning Adjustments.

Prescott Bailey Digitally signed by Prescott Bailey DN: C=US, E=pbailey@stoagroup.com, O="Stoa Group, LLC", CN=Prescott Bailey Date: 2023.05.17 12:55:49-05'00' Date: 5/17/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	Prescott Bailey
Business Name:	Stoa Group
Address:	210 E. Morris Avenue
City, State, Zip Code:	Hammond, LA, 70403
Telephone:	225-441-1100 Email: pbailey@stoagroup.com

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: DocuSigned by: Bart Thomas E0B3666EDEC849D... Date: 5/17/2023

Type name:	DAA ACQUISITION OF ALABAMA, LLC
Business Name:	
Address:	500 MERIDIAN BLVD., SUITE 700
City, State, Zip Code:	FRANKLIN, TN 37067
Telephone:	901.229.2543 Email: bthomas@cityllc.com

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

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

Signature: DocuSigned by: Bart Thomas E0B3666EDEC849D... Date: 5/17/2023

Type name: DAA ACQUISITION OF ALABAMA, LLC

Use additional pages / copies of this form as needed.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: The Waters at McGowin

Address: 3030 N McVay Drive , Mobile, AL 36606

Owner: Bart Thomas

Address: 3030 McVay Drive, Mobile, AL Zip Code: 36606

Phone: 901-229-2543 Fax: _____ Email: bthomas@cityllc.com

Authorized Agent: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Contractor: Stoa Group

Address: 210 E. Morris Avenue, Hammond, LA Zip Code: 70403

Phone: 225-441-1100 Fax: _____ Email: pbailey@stoagroup.com

Civil Engineer: Novus Reb

Address: 515 Mouton Street, Ste. 201, Baton Rouge, LA Zip Code: 70806

Phone: 225-442-3140 Fax: _____ Email: jason@novusreb.com

Architect: The Architectural Studio

Address: 409 North Seventh Street, Baton Rouge, LA Zip Code: 70802

Phone: 225-215-1777 Fax: _____ Email: eric@architect7.com

Submitted by:

Signature

Prescott Bailey

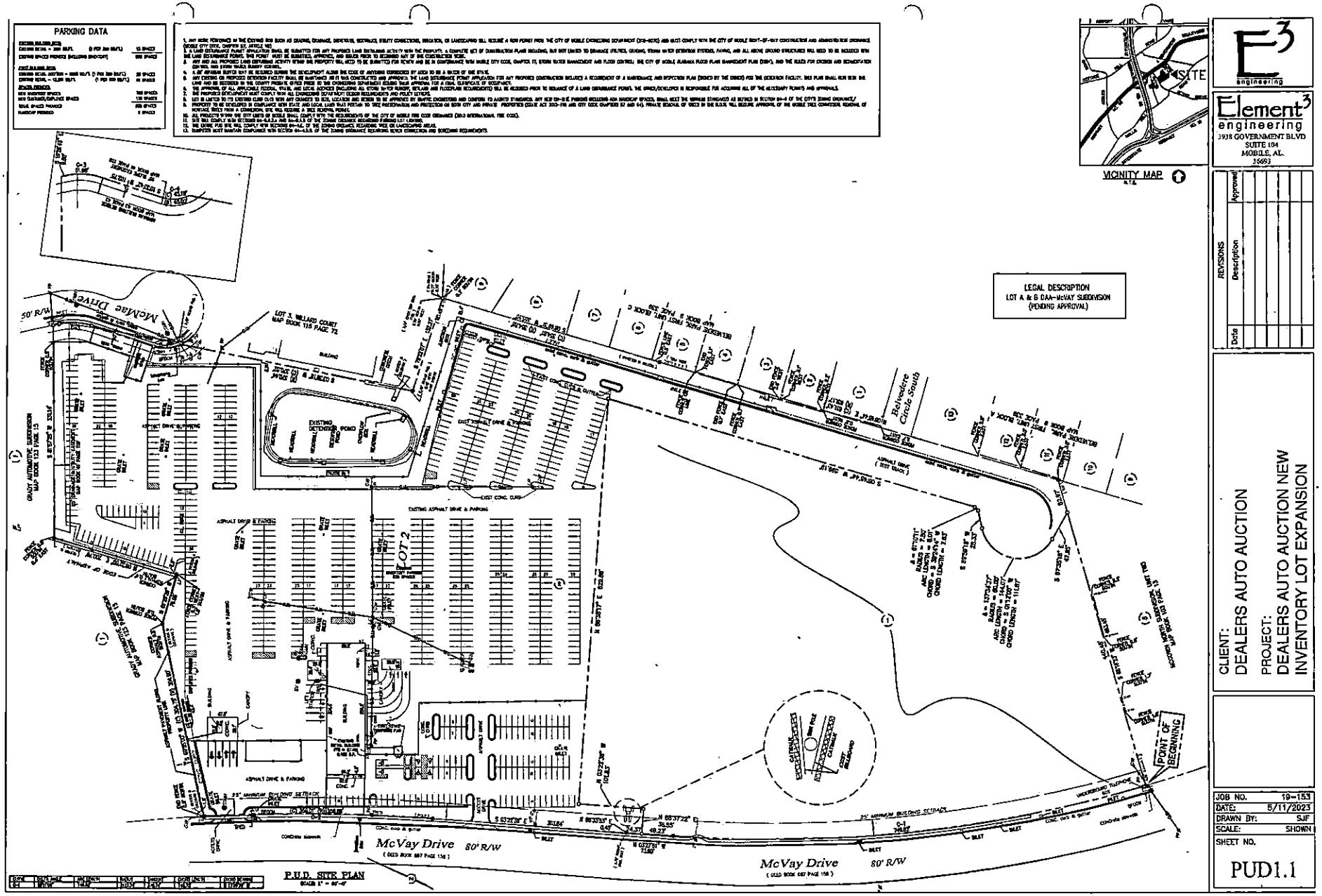
Print

5/1/2023

Date

Director of Development - Stoa Group

Affiliation to project/Organization


PARKING DATA
LEGAL DESCRIPTION
LOT A & B DAA-McVAY SUBDIVISION
(PENDING APPROVAL)
VICINITY MAP
SITE
McVay Drive 80' R/W
McVay Drive 80' R/W
LOT 2
POINT OF BEGINNING
P.U.D. SITE PLAN
Element 3 engineering
3938 GOVERNMENT BLVD
SUITE 104
MOBILE, AL.
36693
REVISIONS
Approved
Description
Date
CLIENT:
DEALERS AUTO AUCTION
PROJECT:
DEALERS AUTO AUCTION NEW
INVENTORY LOT EXPANSION
JOB NO. 19-153
DATE: 5/11/2023
DRAWN BY: SJF
SCALE: SHOWN
SHEET NO.
PUD1.1

GROUP 1 REALTY INC 800 GESSNER RD STE 500 HOUSTON, TX 77024	KNOX ANTHONY W PO BOX 16844 MOBILE, AL 36616	DAA ACQUISITION OF ALABAMA LLC 5000 MERIDIAN BLVD STE 700 FRANKLIN, TN 37067
THOMAS LLC 362 COMMERCIAL PARK DR MOBILE, AL, 36532	THOMAS L L C 362 COMMERCIAL PARK DR FAIRHOPE, AL 36532	GROUP 1 REALTY INC 800 GESSNER RD STE 500 HOUSTON, TX 77024
MOMENTUM PROPERTY GROUP MOBILE1 LLC PO BOX 160687 MOBILE, AL 36616	GROUP 1 REALTY INC 800 GESSNER RD STE 500 HOUSTON, TX 77024	DAA ACQUISITION OF ALABAMA LLC 5000 MERIDIAN BLVD STE 700 FRANKLIN, TN 37067
GROUP 1 REALTY INC 800 GESSNER RD STE 500 HOUSTON, TX 77024	MASSENGALE WILLIAM, JOSEPH MASSENGALE & GLORIA 407 CONDE AVE DAUPHIN ISLAND, AL 36528	THE IMPROVEMENT DISTRICT OF THE CITY OF MOBILE ALABAMA MCGOWIN PARK PROJECT C/O RYAN LLC-PTS PO BOX 460369, DEPT 100 HOUSTON, TX 77056
DAA ACQUISITION OF ALABAMA LLC 5000 MERIDIAN BLVD STE 700 FRANKLIN, TN 37067	O & B PROPERTIES INC C/O JOHN BAXTER 5401 SPRINGHILL WOODS DR MOBILE, AL 36608	ARG MGMOBALOO1 LLC ATTN: MICHAEL ANDERSON 38 WASHINGTON SQ NEWPORT, RI 2840
SOUTHERN REAL ESTATE CO INC P O BOX 5738 MERIDIAN, MS 39302	SMP PROPERTIES LLC C/O DEVIN SELLERS 5570 NEVIUS RD MOBILE, AL 36619	BARRETT ONIE W JR & BRENDA SENN BARRETT 1008 BELVEDERE DR MOBILE, AL 36606
FAIR LAVADA 2751 BELVEDERE CIR N MOBILE, AL 36606	FRANCIS HOLDINGS LLC PO BOX 40041 MOBILE, AL 36640	GOLEMON SHARON P & DONALD E GOLEMON 1011 BELVEDERE CIR W MOBILE, AL 36606
MUHAMMAD DERRICK O & CINDY P 1002 BELVEDERE DR MOBILE, AL 36606	CAMPBELL RICARDO A 1010 W BELVEDERE CIR MOBILE, AL 36606	NICKERSON PORTIA T & EUGENE DANDRIDGE 1009 W BELVEDERE CIR MOBILE, AL 36606
MILLER HELEN D 308 N CLAIBORNE ST MOBILE, AL 36603	BUTTERS ANGELA & DARRELL BUTTERS 3824 POINT RD MOBILE, AL 36619	ROBINSON NATHANIEL III & ANDREA D ROBINSON 1007 BELVEDERE CIR W MOBILE, AL 36606
CARSTARPHEN WILLIAM JR 1006 BELVEDERE DR MOBILE, AL 36605	DAA ACQUISITION OF ALABAMA LLC C/O DAVID ANDREWS 5000 MERIDIAN BLVD SUITE 700 FRANKLIN, TN 37067	BATTISTE JANICE K & MICHAEL 1005 W BELVEDERE CIR MOBILE, AL 36606

JOHNSON WILLIETTE C & RAY A JOHNSON 1001 BELVEDERE CIR W MOBILE, AL 36606		
JEFFERSON REBECCA GRACE PARKS 2752 BELVEDERE CIR N MOBILE, AL 36606		
BUNDY RUSSELL & WENDY BUNDY 2756 BELVEDERE CIR N MOBILE, AL 36606		
GARDNER LANA AKA LANA GARDNER KERSHNER 1124 PACE PKWY MOBILE, AL 36693		
GATSON JERRILYN R 1002 W BELVEDERE CIR MOBILE, AL 36606		
ETHERIDGE FORESTINE 1006 BELVEDERE CIR W MOBILE, AL 36606		
CRENSHAW ROBERT D 1014 W BELVEDERE CIR MOBILE, AL 36618		

Agenda Item #: 5

SUB-002523-2023 & MOD-002522-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
2970 McVay Drive North and 3030 McVay Drive North

Subdivision Name (as applicable):
DAA-McVay Subdivision

Applicant / Agent (as applicable):
Byrd Surveying

Property Owner:
DAA Acquisition of Alabama, LLC

Current Zoning:
B-3, Community Business Suburban

Proposed Zoning (as applicable):
Not applicable

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development (as applicable):
Not Applicable

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:

1. Subdivision proposal with eleven (11) conditions; and
2. Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER 5 DATE June 15, 2023	N
APPLICANT DAA-McVay Subdivision	
REQUEST Subdivision, PUD Modification	NTS

SITE HISTORY

The site has been the subject of numerous Planned Unit Developments (PUD's), both Commission-approved and Administrative PUD's, since 1999 to allow multiple buildings on a single building site and shared access between building sites. A Sign Variance was granted by the Board of Zoning Adjustment in 1999 for the Northern portion of the site. The Northern portion of the site also received Subdivision approval in 1999, and the Southern portion of the site received Subdivision approval in 2019. The latest PUD for the site was approved in 2020.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a graphic scale.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 25 - #79) LOTS A and B will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT A – NONE AND lot B – NONE.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The subject site consists of Lot 1, McGowin North Subdivision, approved in 2019, and Lot 2, Grady Automotive Subdivision, approved in 1999. The applicant is proposing a 2-lot, 24.1± acre subdivision by relocating the common internal property line between the two lots. Both lots would front on existing public streets and exceed the minimum lot size for a newly platted property in a B-3, Community Business Suburban District. If approved, the lot size labels in in both square feet and acres should be retained on the Final Plat. The subject site is served by public water and sanitary sewer services.

The site has frontage on McVay Drive North and McMae Drive. McVay Drive North is a collector street with a complaint 80-foot right-of-way, and McMae Drive is a minor street with curb and gutter and a compliant 50-foot right-of-way. Therefore, no frontage dedication would be required. The right-of-way widths of both streets should be retained on the Final Plat, if approved.

The preliminary plat shows a 25-foot minimum building setback line along McVay Drive North, and this should be retained on the Final Plat, if approved. The recorded 25-foot minimum building setback line along McMae Drive is illustrated, but not labeled as such. Therefore, the plat should be revised to label the 25-foot minimum building setback line along McMae Drive, if approved.

The preliminary plat indicates a recorded 25-foot drainage and utility easement along a portion of the Northern boundary of the site. Also illustrated, but not identified, is a recorded 10-foot slope easement along McMae Drive. Therefore, the plat should be revised to label this easement. A note should be placed on the Final Plat

stating that no structure may be placed or constructed within any easement without the permission of the easement holder.

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

Planned Unit Development Modification

The previously approved Planned Unit Development (PUD) allowed for multiple buildings on a single building site along with shared access between building sites. The applicant states there are no physical modifications to that PUD proposed in the current request, with the only revision proposed is the relocation of the common interior property line between the two lots associated with the PUD. However, it appears there will be a bit of a parking reduction for the use on proposed Lot 1, as some parking appears to extend into the proposed Lot 2.

As no new construction is proposed at this time, only minor revisions would be required to the site plan. Some of the approval conditions of the previous PUD will still apply, while others will not.

It should be noted that the proposed location of the common property line through existing parking and vehicle inventory areas will result in substandard parking circulation aisles. As such, the site plan should be revised to assure that all impacted parking and circulation areas are revised to comply with UDC requirements.

The site plan should also be revised to label each lot with its size in both square feet and acres to correspond with the associated subdivision, or a table should be furnished on the site plan providing the same information. The right-of-way widths of McVay Drive North and McMae Drive should be retained on the site plan. The 25-foot minimum building setback line should be retained as shown along McVay Drive North. As the 25-foot minimum building setback line is not labeled along McMae Drive, the site plan should be revised to do so. The site plan should also be revised to label the 10-foot slope easement along McMae Drive.

As the site plan indicates easements within the site, a note should be placed on a revised site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder. Proposed Lot 1 is developed and proposed Lot 2 is vacant; however, as the purpose of the current application is to create Lot 2 and remove it from the current PUD, only Lot 1 will be required to modify the previously approved PUD in the future.

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

A revised Modified Planned Unit Development site plan (hard copy and pdf) should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the associated subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
2. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the preliminary plat;
3. Retention of the 25-foot minimum building setback line along McVay Drive North;
4. Revision of the plat to label the 25-foot minimum building setback line along McMae Drive;
5. Revision of the plat to label the 10-foot slope easement along McMae Drive;
6. Placement of a note on the Final Plat stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report;
10. Compliance with all Fire Department comments noted in this staff report; and
11. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

   a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
   b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions could apply:

1. Revision of the site plan to ensure that parking and access aisles on Lot 1 impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot 1 will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

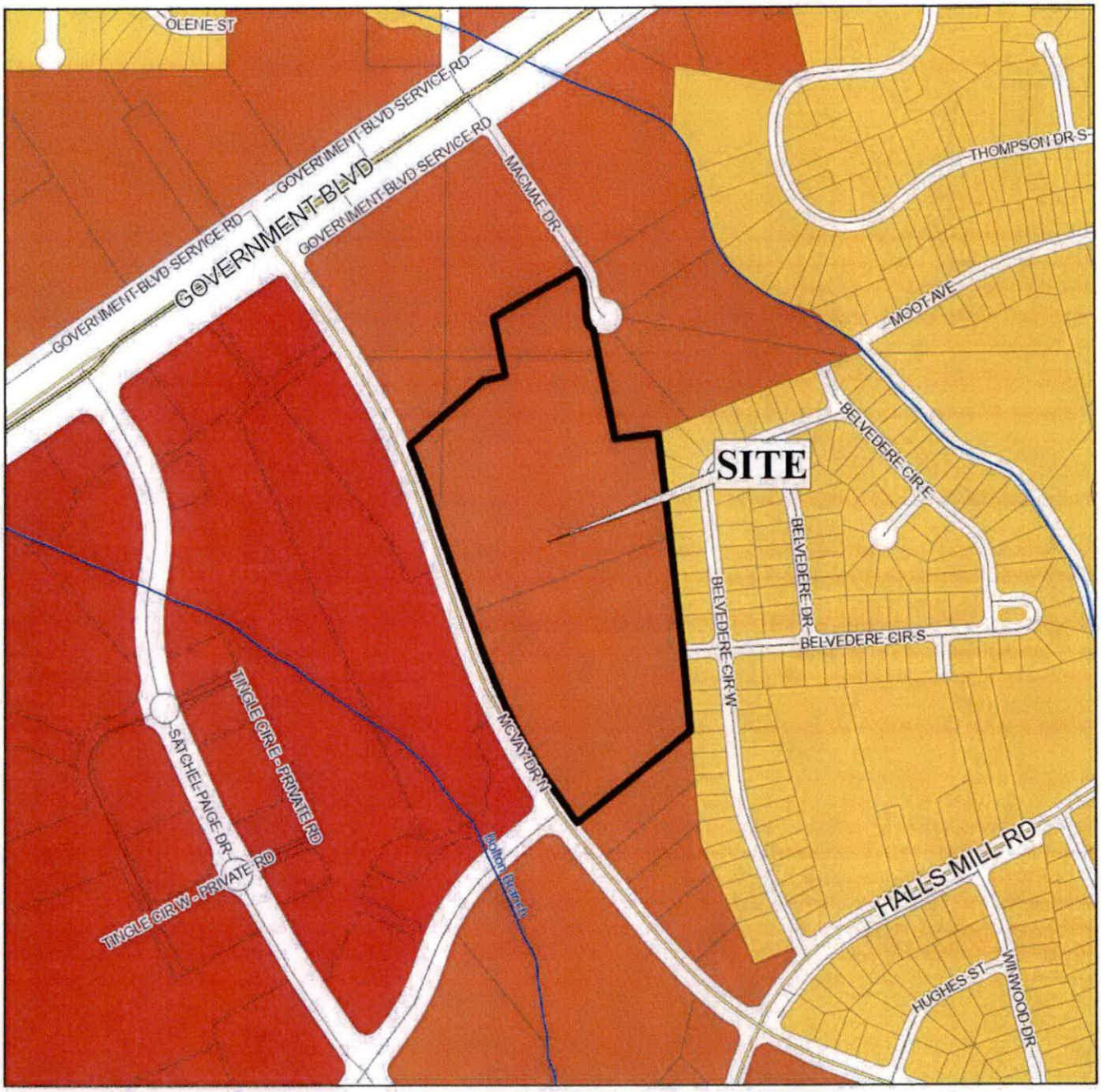


APPLICATION NUMBER 5	DATE June 15, 2023
APPLICANT	DAA-McVay Subdivision
REQUEST	Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE June 15, 2023

APPLICANT DAA-McVay Subdivision

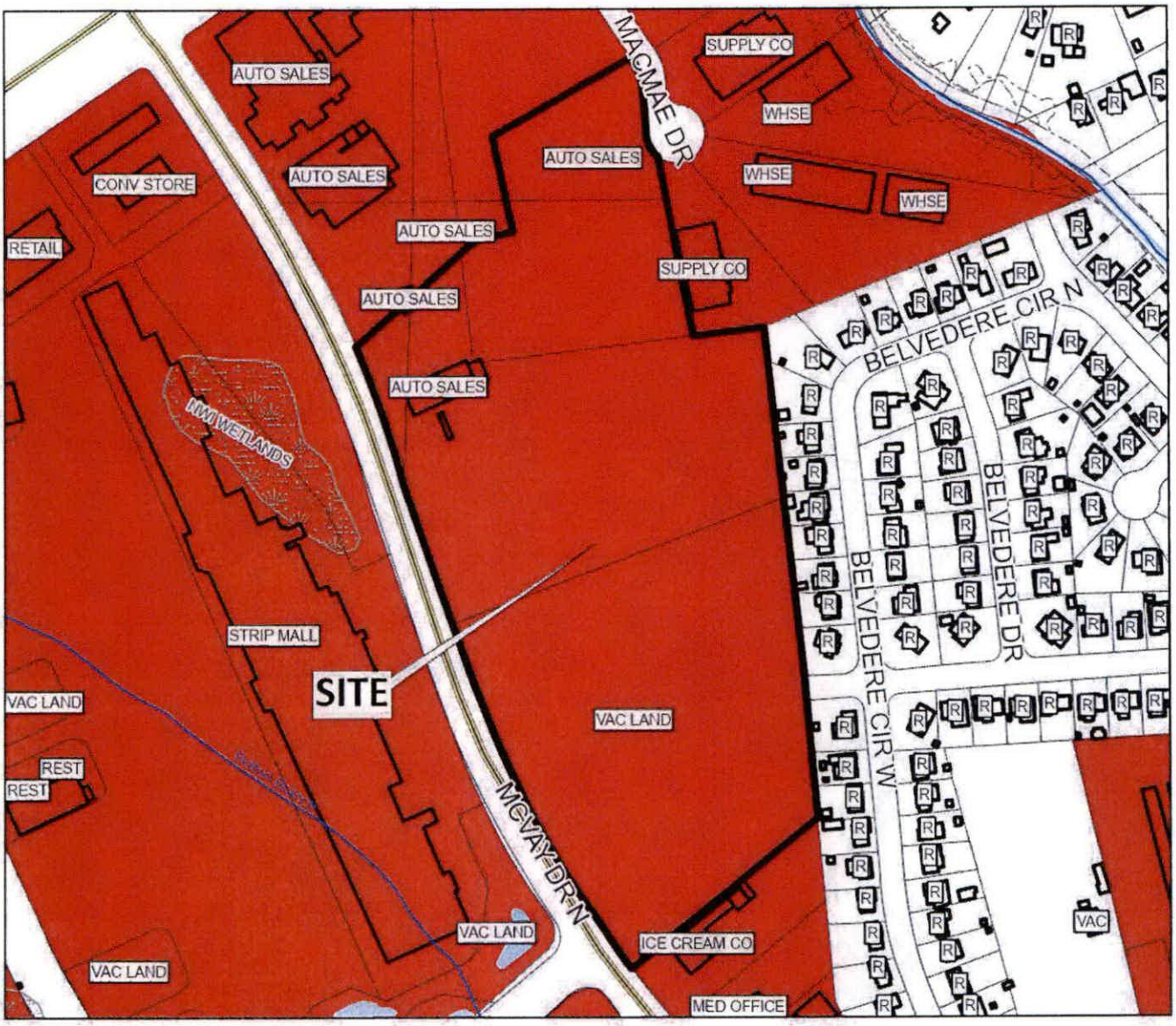
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER 5 DATE June 15, 2023

APPLICANT DAA-McVay Subdivision

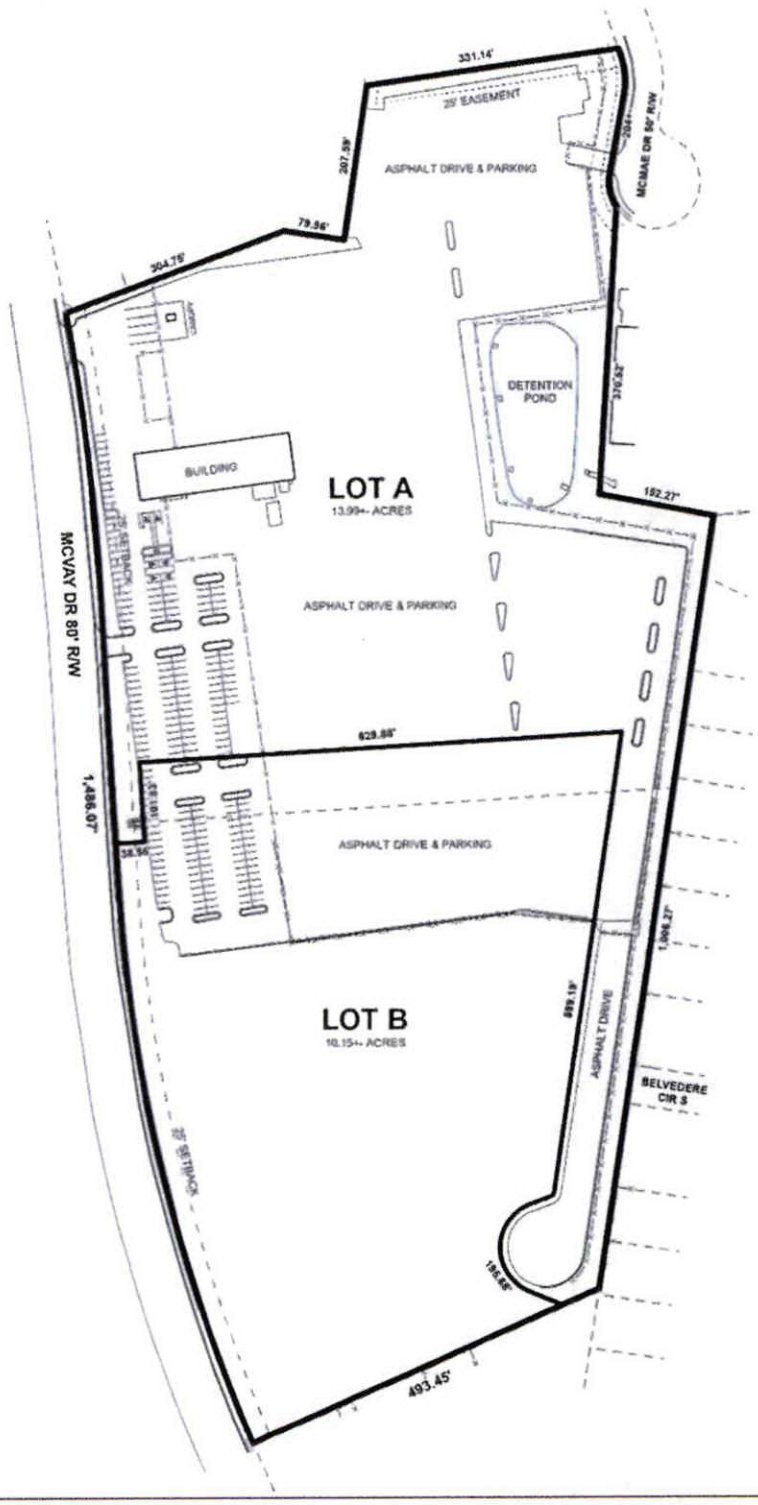
REQUEST Subdivision, PUD Modification

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

N

NTS

DETAIL SITE PLAN

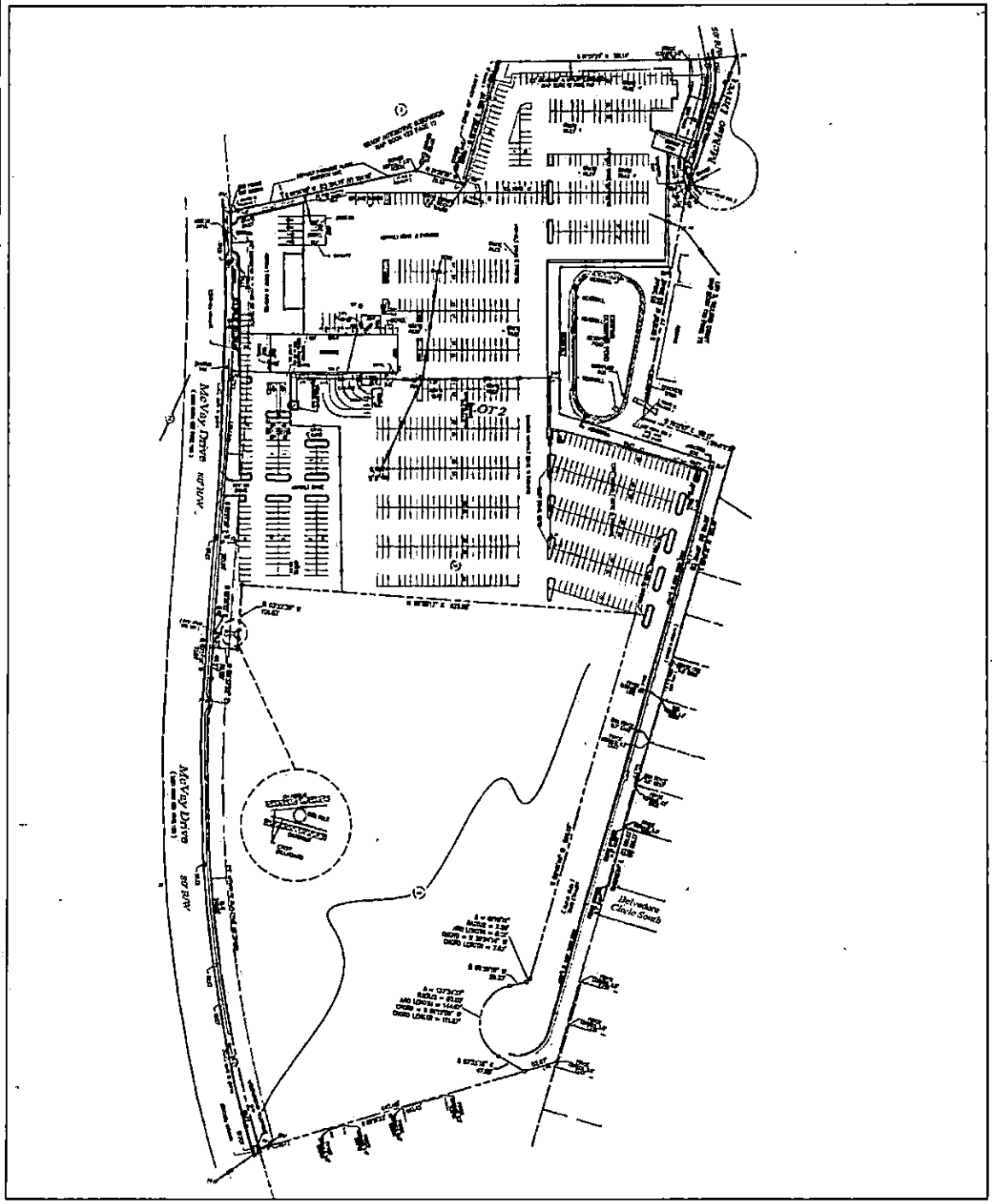


APPLICATION NUMBER	5	DATE	June 15, 2023
APPLICANT	DAA-McVay Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

MODIFICATION SITE PLAN



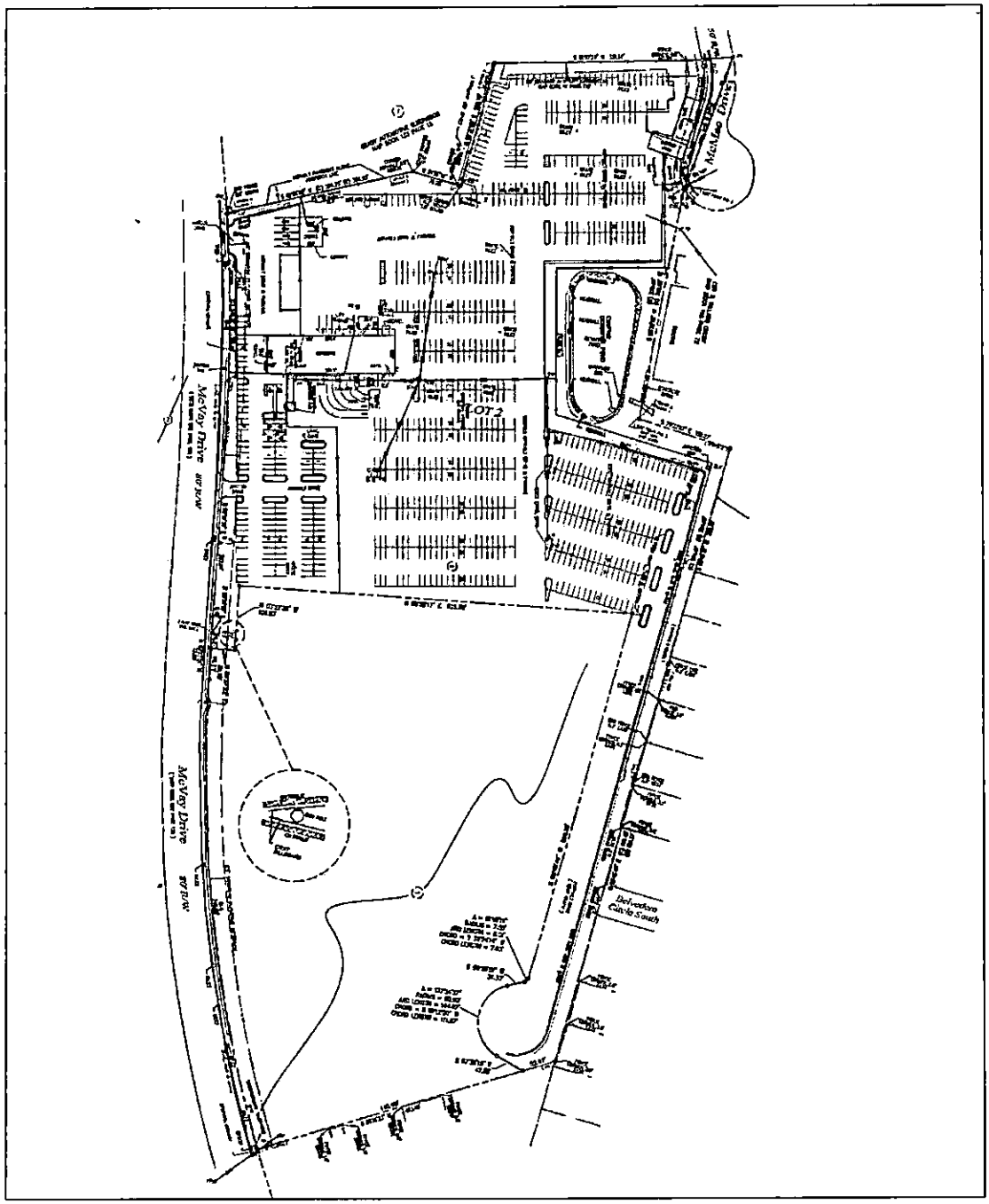
The site plan illustrates the proposed modifications to the existing PUD.

APPLICATION NUMBER	5	DATE	June 15, 2023
APPLICANT	DAA-McVay Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

MODIFICATION SITE PLAN



The site plan illustrates the proposed modifications to the existing PUD.

APPLICATION NUMBER	5	DATE	June 15, 2023
APPLICANT	DAA-McVay Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.