



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, July 18, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Dr. Dan Taylor, Public Safety Chaplain
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
July 11, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Betty Anderson for a waiver of the Noise Ordinance at 801 Donald Street on July 22, 2023, from 12:00 p.m. - 10:00 p.m. (District 1).

Request of Nashasta Pollard for a waiver of the Noise Ordinance at Tricentennial Park on September 23, 2023, from 8:00 a.m. - 4:00 p.m. (District 1).

Request of Robert Soto for a waiver of the Noise Ordinance at Cathedral Square on August 26, 2023, from 6:30 a.m. - 3:30 p.m. (District 2).

Request of Pamela Shreve for a waiver of the Noise Ordinance at 906 Garrity Street on September 2, 2023, from 6:30 p.m. - 11:00 p.m. (District 3).

Request of Gregory Mann for a waiver of the Noise Ordinance at 7215 13th Street on July 22, 2023, from 4:00 p.m. - 7:30 p.m. (District 7).

Request of Rhoda Waters for a waiver of the Noise Ordinance at Langan Park

on August 19, 2023, from 1:00 p.m. - 5:00 p.m. (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Kevin Ball - Ladd Stadium upgrades, Port City Classic & Gulf Coast Challenge

Reggie Hill - Rules of Procedure (i.e. - citizen engagement, Mobile Municipal Court, contractual agreements, and budgeting).

11. CONSENT RESOLUTIONS HELD OVER

40-665 Declare the structure at 1567 Robert E. Lee Street a public nuisance and order it demolished (sponsored by Councilmember Small).

03-742 Appoint Cartledge Blackwell, Abby Davis, Catarina Echols, Stephen Howle, Karrie Maurin, Stephen McNair, G. Cameron Pheiffer-Traylor, Barja Wilson, and Jennifer Roselius to the Architectural Review Board (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

58-744 Assess Cost for removal of weeds Repeat Weed Lien Group 61.

12. CIP RESOLUTIONS HELD OVER

08-753 Approve purchase order to Gametime for playground equipment for Richardson Tricentennial Park; \$574,804.72 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13. RESOLUTIONS HELD OVER

01-735 Authorize addendum to NexGen Asset Management Software license agreement; \$153,013.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

08-736 Approve purchase order to Sunbelt Fire, Inc. for fire bunker gear and leather fire boots; \$146,460.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-737 Authorize contract with Morrow Water Technologies, Inc. for cooling tower pump replacement at the Mobile Museum of Art; \$16,674.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-738 Authorize contract with KONE, Inc. for elevator & escalator service and preventative maintenance at various City facilities; \$361,836.00 total (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

37-739 Authorize amendment between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources for existing Grant State Expenditure Plan #16 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

50-741 Amend Tax Increment Financing District 1 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-749 Authorize contract with Kimley-Horn and Associates for Airport Boulevard Signal Improvement Project; \$116,514.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

08-750 Approve purchase order to Asplundh Tree Expert, LLC for Dauphin Street tree removals and stump grinding; \$18,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept).

08-751 Approve purchase order to Clyde Armory, Inc. for M4 Carbine Rifles for MPD; \$88,817.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-752 Approve purchase order to TRP Construction Group for road striping materials and services for Old Shell Road; \$29,820.13 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

37-754 Authorize Temporary Site License between the City and New Cingular Wireless, PCS, LLC for the purpose of installing a cell facility at the Cruise Terminal (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

01-760 Repeal resolution 01-670-2023 and adopt amended inter-governmental agreement between the City of Mobile and Board of School Commissioners of Mobile County (sponsored by Mayor Stimpson) (submitted by Michael Linder, City Council Attorney).

14. ORDINANCES BEING INTRODUCED

02- 032 Amend Sections 2-62, "Communications with Council" and 2-63, "Decorum" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

15. CONSENT RESOLUTIONS BEING INTRODUCED

09-761 Transfer funds from District 3 Discretionary Account to Parks & Recreation General Fund to assist with Trimmier Park dues (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

31-762 Authorize a grant application to the Department of Justice, Bureau of Justice Assistance for the FY23 Edward Byrne Memorial Justice Assistance

Grant; \$224,724.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

37-763 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to BP Gas Station, 2150 Old Shell Road (sponsored by Councilmember Penn).

37-764 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Office West Tavern, 4070 Government Boulevard (sponsored by Councilmember Reynolds).

60-765 Approve award of special bonus to the Officer of the Month; Wood (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-766 Approve award of the Public Works at Large Employee of the Month; King (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-767 Determine an appropriation to Strikers' Club, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

03-792 Appoint Sam Hecker to the Mobile City-County Youth Council (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

03-793 Concur in the appointment of Dr. Mary Stewart Nelson to the AltaPointe Health System, Inc. Board (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

16. CIP RESOLUTIONS BEING INTRODUCED

21-768 Authorize contract with Integrity Maintenance, LLC for HVAC & electrical at the Michael C. Dow Amphitheater sound room at Trinity Gardens; \$42,500.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-769 Authorize contract with Integrity Maintenance, LLC for interior improvements and new ADA ramp at the Hope Community Center; \$193,600.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-770 Authorize contract with Christian Preus Landscape Architecture, PLLC for Phase 2 improvements at Lyons Park; \$64,250.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-771 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-772 Approve purchase orders for fuel for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-773 Approve purchase order to Hughes 390 Services, LLC to clear stormwater ditch at Coca Cola Road; \$28,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-774 Approve purchase order to Armag Corporation for explosive storage magazine for MPD; \$22,993.42 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-775 Approve purchase order to Deere & Company for utility tractor for Public Services Dept.; \$33,861.47 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-776 Approve purchase order to Mobile Communications America, Inc. for hand-held radar guns; \$17,845.86 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-777 Re-allocate \$382,291.58 from unassigned fund balance in the General Fund to the Convention Center account Contributed Contracted Service to pay special assessment required by the Baseline Services Agreement (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects Administration).

09-778 Re-allocate funds from the Unassigned Fund Balance in the General Fund to various capital projects in the Capital Improvements Fund; \$2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects Administration).

09-779 Re-allocate funds from Cruise Terminal Gangway Improvements to Cruise Terminal Cathodic Protection; \$600,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-780 Authorize contract with Thompsen Engineering, Inc. for city wide bridge inspections; \$289,990.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, District 6, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-781 Authorize Contract with Cowles, Murphy, Glover & Associates, Inc. for an environmental study, design and maintenance of jetties at McNally Park; \$83,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-782 Authorize contract with Morrow Contracting, Inc., d/b/a Advanced

Service Plus Plumbing Company, for plumbing services at various City facilities; not to exceed \$100,000.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-783 Authorize contract with Samsara, Inc. for fleet dash camera services; \$646,426.00 (sponsored by Mayor Stimpson) (submitted by Daniel Davis, Risk Mgmt. and Marc Vassallo, Public Services Dept.).

21-784 Authorize contract with Osprey Initiative, LLC for development and delivery of litter-free education; \$35,000.00 (sponsored by Mayor Stimpson) (submitted by Casi Calloway, Resiliency Dept.).

25-785 Accept an easement agreement from MAWSS to provide construction of the trail for Three Mile Creek Greenway Trail segments (sponsored by Councilmembers Penn & Gregory and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

60-786 Authorize Settlement Agreement and Release of Claims; Clark (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-787 Authorize Settlement Agreement and Release of Claims; Jones (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-788 Authorize Settlement Agreement and Release of Claims; Nagy (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-789 Call for public hearing to rezone property located at 258 N. Hamilton Street and 263 N. Franklin Street from T-4 and T-5.1 to T-4 (scheduled for August 15, 2023) (District 2).

41-790 Call for public hearing to assent to the vacation of a portion of an U. S. Highway 90 West Service Road (scheduled for August 15, 2023) (District 4).

41-791 Call for public hearing to consider a vacation of right-of-way fee as a condition of the vacation of a portion an U. S. Highway 90 West Service Road (scheduled for August 15, 2023) (District 4).

19. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

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

7/13/2023 - 9:09
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

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

7/17/2023 -
10:48 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

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

Anderson

Cover Memo

7/10/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

7/10/2023 - 1:38
PM



CITY CLERK DEPARTMENT
2023 JUL 10 AM 10:22

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: Betty ANDERSON
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-910-5062 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 801 Donald St

Telephone No. 851-910-5062 E-mail address _____

Location or address of event where amplification will be used:

801 Donald St mobile, Ala 36617

Date of Event: 7-22-2023 Starting Time: 12:00 PM Ending Time 10:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: B-Day Party

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

Music containing obscene language or profanity is prohibited

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



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

City Clerk, Lisa C. Lambert

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

Pollard

Cover Memo

7/13/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

7/13/2023 -
10:59 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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Name of Applicant: Nashasta Craig Pollard
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 370-8418

Organization (if applicable) Mobile County Educational Support Professional (AEP)

Mailing Address of Applicant 756 Edwards Street

Telephone No. _____ E-mail address nlpollard8@gmail.com

Location or address of event where amplification will be used:

Tricentennial Park 2121 Lake Dr. Mobile, AL 36617

Date of Event: 9-23-23 Starting Time: 8:00AM Ending Time 4:00pm

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

Type of Event: MCESP Family Fun day

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

Music containing obscene language or profanity is prohibited

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



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Soto

Cover Memo

7/13/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

7/13/2023 -
11:52 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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

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

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

Name of Applicant: _____

Robert Sob

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____

251 422 6946

Cell Number: _____

251 367 7686

Organization (if applicable) _____

END IT NOW

Mailing Address of Applicant _____

808 DAPHNE AVE - 2152 DAPHNE, AL 36526

Telephone No. _____

251 367 7686

E-mail address _____

END IT NOW MOBILE@gmail.com
enditnowmobile@gmail.com

Location or address of event where amplification will be used:

CATHEDRAL SQUARE

Date of Event: _____

8-26-2023

Starting Time: _____

6:30A

Ending Time _____

3:30P

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

Type of Event: _____

FAMILY AWARENESS DAY - ADVOCATING END OF HUMAN TRAFFICKING

Do you plan to sell alcohol at this event? _____

YES

X NO

AND END OF VIOLENCE
& ABUSE

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Shreve

Cover Memo

7/10/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

7/10/2023 - 1:41 PM



CITY CLERK DEPARTMENT

2023 JUL 10 AM 8:56

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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

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

Name of Applicant: Pamela M. Shreve

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-602-5044 Cell Number: 251-375-6541

Organization (if applicable) Shreve & Hopto-Jones Wedding

Mailing Address of Applicant 6140 Timberly Rd N Mobile, AL 36609

Telephone No. 251-375-6541 E-mail address pshreve03@gmail.com

Location or address of event where amplification will be used: St Matthew Catholic Church 906 Garrity St Mobile, AL 36605

Date of Event: 9/2/23 Starting Time: 6:30 Ending Time: 11:00pm

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

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Mann	Cover Memo	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	7/13/2023 - 11:08 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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Name of Applicant: Gregory Mann
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 229-3446005

Organization (if applicable) prayerandfaith 2020@gmail.com

Mailing Address of Applicant 7231 Moffett Rd, Mobile AL 36618

Telephone No. 251-3017609 E-mail address _____

Location or address of event where amplification will be used:

7231

Date of Event: 07-22-23 Starting Time: 4pm Ending Time 7:30pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Food Give away

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT

2023 JUL 12 PM 2:16



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Waters

Cover Memo

7/10/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

7/10/2023 - 1:43
PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

Name of Applicant: Rhoda Waters

PLEASE PRINT ALL INFORMATION

Home Phone Number: 303-596-0926 Cell Number: 704-201-5562

Organization (if applicable) _____

Mailing Address of Applicant 215 North Line Street Unit 3508 Charlotte NC 28202

Telephone No. 704-201-5562 E-mail address laceyfamilyreunion@gmail.com

Location or address of event where amplification will be used:

Lagan Park

Date of Event: August 19, 2023 Starting Time: 1PM Ending Time 5PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Reunion

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

Music containing obscene language or profanity is prohibited

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

2023 JUL 10 AM 8:51
ATYUWA DEPARTMENT



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Ball

Cover Memo

7/13/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/13/2023 - 5:04
PM

5:39 PM



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: Kevin Ball Date: 7-12-2023

Address: 1 Southern Way

Phone: 205-919-5058 Email: _____

Date to Address City Council: 7-18

Subject and/or specific questions (must complete):

Port City Classic + Gulf Coast Challenge - Ladd Stadium upgrades

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

City facility + revenue generating events

Signature: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

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

7/13/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/13/2023 - 2:38 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, July 13, 2023 2:01 PM
To: Gauthier, Lana
Subject: 7/18 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope this email finds you well. This is a formal request to be added to the upcoming Agenda. I will address the following:

* Rules of Procedure (i.e. - Citizen Engagement; Mobile Municipal Court; Contractual Agreements; & Budgeting).

Thank you for your attention to this matter, and for the City Clerk's Office continuously working in the interest of Mobilians.

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





AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator.

Sponsored by:

Council Member - C J Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/13/2023

Renewal Date of Contract:

6/13/2023

Funding Source

Project # 1567 Robert E Lee Street - ME-209-22

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1567 Robert E Street	Cover Memo	6/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	6/8/2023 - 10:07 AM

RESOLUTION

Sponsored by: Councilmember C J Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1567 Robert E Lee Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1567 Robert E Lee Street** described as:

LOT 9 SQ 6 OLINGER & STEIN SUB OF PART OF SQ 5 MANDERVILLE TRT
DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel Number 29 11 36 0 004 177

Last Assessed to: HEIR OF FREDIA MAE ELDRIDGE LEWIS, C/O DONALD D LEWIS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 13, 2023



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 13, 2023**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1567 ROBERT E LEE STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF FREDIA MAE ELDRIDGE LEWIS, C/O DONALD D LEWIS**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 11 36 0 004 177

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1567 ROBERT E. LEE STREET

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	12/21/2022	Comments	

Property Score

Score	82	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

12/22/22

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 04/20/2023

Property Address: 1567 Robert E Lee Street

District No: 3

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

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



Donald D Lewis
277 Cedar Drive
Mobile, Alabama 36617-3951

April 20, 2023

**RE: 1567 Robert E Lee Street
Project Number: ME-006-23**

Dear Donald D Lewis:

On April 4, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1567 Robert E Lee Street.

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

LOT 9 SQ 6 OLINGER & STEIN SUB OF PART OF SQ 5 MANDERVILLE TRT DBK 128 P 101 #SEC 36
T4S R1W #MP29 11 36 0 004

Parcel Number: 29 11 36 0 004 177

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

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

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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

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

- a) Repair the structures / and or building by **June 3, 2023**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 3, 2023**, provide the Code Official with a work plan to accomplish the repairs by **June 3, 2023, June 3, 2023**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **June 3, 2023**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **June 13, 2023, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☐ Repaired; or,
- ☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Municipal Enforcement Program Coordinator













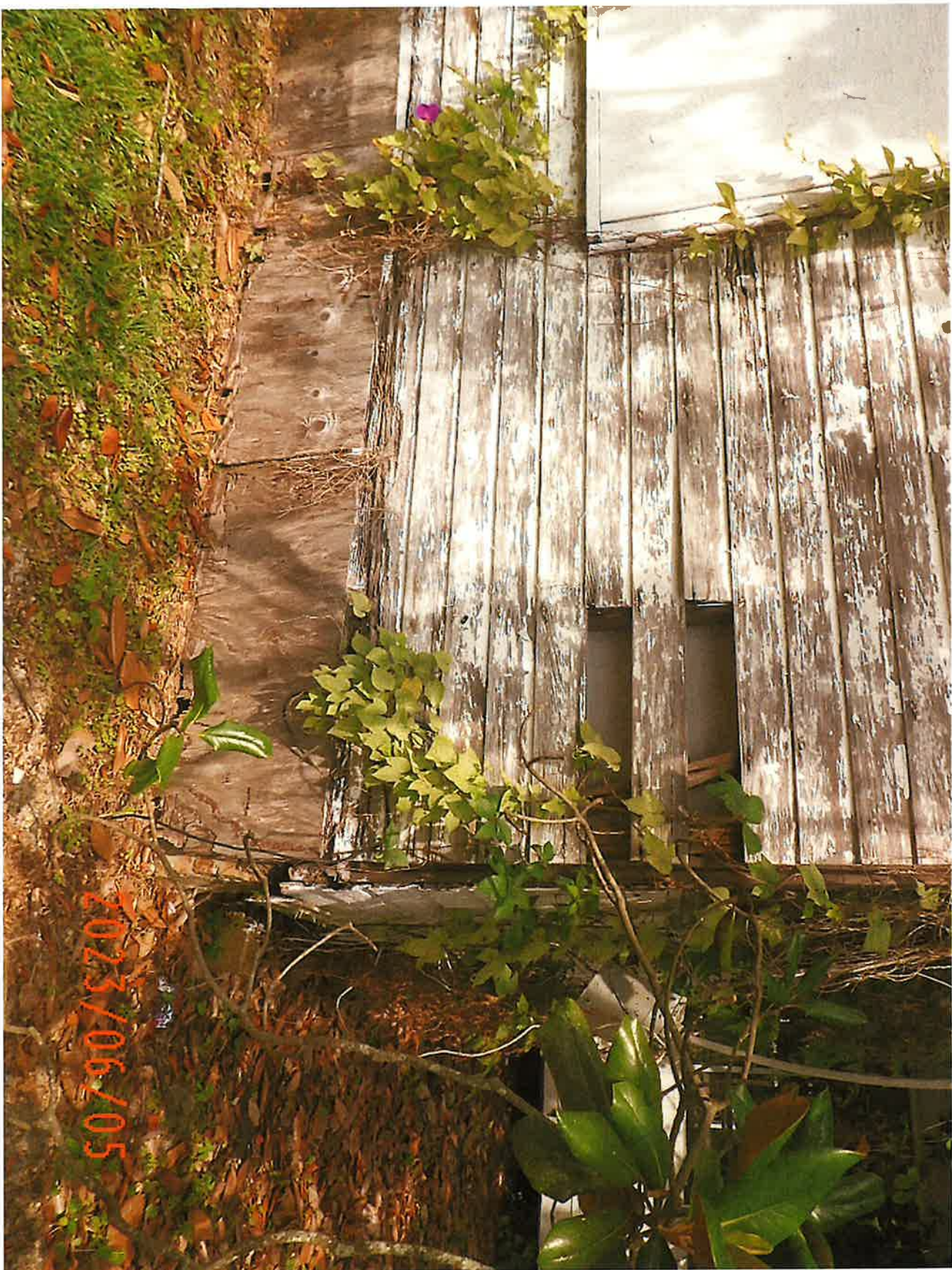


2023/06/05











NUISANCE ABATEMENT

1567 ROBERT E LEE STREET

AGENDA PHOTOS / DW





NUISANCE ABATEMENT

1567 ROBERT E LEE STREET

AGENDA PHOTOS / DW



Affidavit of Mailed Notice



Date: June 13, 2023

State of Alabama
County of Mobile

Subject Property 1567 Robert E Lee Street

My legal name is David Daughenbaugh, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address daughenbaugh@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 5 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

A handwritten signature in blue ink, appearing to read 'David Daughenbaugh', is written over a horizontal line.

David Daughenbaugh
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1567 Robert E Lee Street

Date: January 4, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 1, 2023

Per the Title Report, the owner is: Heirs of Fredia Mae Eldridge Lewis DOD 6/18/2016

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Donald D Lewis
277 Cedar Dr
Mobile AL 36617-3951 | Heir/Son of Fredia Eldridge Lewis DOD 6/18/2016 |
| 2 | Ronald D Lewis
PO Box 610745
Birmingham AL 35261-0745 | Heir/Son of Fredia Eldridge Lewis DOD 6/18/2016
Phone number - 205-747-9688
Phone number - 205-552-2088 |
| 3 | Ronald D Lewis
640 Lisa Ln
Birmingham AL 35206-1804 | Heir/Son of Fredia Eldridge Lewis DOD 6/18/2016 |
| 4 | Ima Ekanem
16323 Petaluma Dr
Houston TX 77053-4355 | Heir/Daughter of Fredia Eldridge Lewis DOD
6/18/2016
Phone number 832-338-9710 |
| 5 | Owner
1567 Robert E Lee St
Mobile AL 36605 | Subject Address |

TAX STATUS: 2022 TAXES DUE 2021 CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens: City of Mobile vs Fredia Mae Eldridge Lewis recorded 5/8/17 bk7506 pg956



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the nomination and appointment of individuals to serve on the Architectural Review Board

Amount of Contract:

n/a

Effective Date of Contract:

7/18/2023

Funding Source

Project # Resolution for ARB Nominations

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 ARB Nominations	Resolution Letter	7/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/6/2023 - 3:19 PM
Legal	Kern, Chris	Approved	7/6/2023 - 3:22 PM
Mayors			7/6/2023 - 3:35

Office

Montgomery, Brandi

Approved

PM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, William S. Stimpson, Mayor, pursuant to Mobile City Code Section 44-75(c), has nominated the below named individuals to serve on the Architectural Review Board;

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Architectural Review Board, as follows:

Cartledge Blackwell effective July 14, 2023 for a term ending July 13, 2026

Abby Davis effective July 14, 2023 for a term ending July 13, 2026

Catarina Echols effective July 14, 2023 for a term ending July 13, 2026

Stephen Howle effective July 14, 2023 for a term ending July 13, 2026

Karrie Maurin effective July 14, 2023 for a term ending July 13, 2026

Stephen McNair effective July 14, 2023 for a term ending July 13, 2024

G. Cameron Pheiffer-Traylor effective July 14, 2023 for a term ending July 13, 2026

Barja Wilson effective July 14, 2023 for a term ending July 13, 2024

Jennifer Roselius effective July 14, 2023 for a term ending July 13, 2026

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	3 Cases
Council District 2	William Carroll	12 Cases
Council District 3	C J Small	5 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Sandy Stimpson	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 61

Effective Date of Contract:

7/11/2023

Funding Source

Project # Repeat Weed Lien 61

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 61 resolution	Backup Material	7/5/2023
	Cover Memo	7/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			7/6/2023 - 11:09

Enforcement Gauthier, Lana

Approved

AM



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator 

DATE: July 6, 2023

SUBJECT: Repeat Weed Lien Invoices G-61

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 61. Please place these on the City Council's Agenda for July 11, 2023.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

REPEAT WEED LIEN									
GROUP 61								Res. No.	
1st REPEAT WEED LIEN LETTERS SENT								11-058	
REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST									
			Old	New	Initial	Times	Amount	CBD	
Item		Dis	SRO/Case	Case #		cut within	Assessed	CBO	
No.									
1	1201 Hercules St	2	27550	23421	7/21/2020	2	\$ -	CBD	
2	1700 Sligo St	2	29838	23422	3/2/2022	1	\$ 415.00		
3	1107 Sutton St	3	30081	23423	3/8/2022	1	\$ 421.00		
4	1102 Rotterdam St	2	12840	23424	4/19/2022	1	\$ 427.00		
5	1104 Rotterdam St	2	12841	23425	4/19/2022	1	\$ 275.00		
6	2308 Cecelia St	1	18551	23426	6/7/2022	1	\$ 599.38		
7	707 Marine St	2	13798	23427	6/30/2020	2	\$ 622.48		
8	807 Gayle St	3	14321	23428	6/14/2022	1	\$ 50.00	CBO	
9	1827 St Charles Ave	1	7429	23429	9/8/2020	2	\$ 396.00		
10	704 Pillans St	3	17147	23430	3/2/2022	1	\$ 275.00		
11	2102 Agate St	2	5884	23431	6/30/2020	1	\$ 701.00		
12	401 Calhoun St	2	14275	23432	10/15/2021	1	\$ 485.00		
13	610 Cedar Ave	2	5797	23433	6/30/2020	2	\$ 375.00		
14	608 Good Pay St	2	19429	23434	6/8/2022	1	\$ 50.00	CBO	
15	1713 Conti St	2	11387	23435	6/1/2021	2	\$ -	CBD	
16	866 Baltimore St	3	15098	23436	11/9/2021	2	\$ 375.00		
17	1854 Calmes St	2	10127	23437	4/6/2021	3	\$ 50.00	CBO	
18	160 Crenshaw St	1	18123	23438	4/19/2022	1	\$ 345.00		
19	1462 Fairfield St	3	15778	23439	2/8/2022	1	\$ 746.86		
20	106 Michael Donald Ave/Herdon Ave	2	20554	23440	8/16/2022	1	\$ -	N/A	
Total							\$ 6,608.72		
District total for this group			Numbers of lots cut						
1	3		1	3					
2	12		2	8					
3	5		3	3					
4	0		4	0					
5	0		5	0					
6	0		6	0					
7	0		7	0					
	20			14					
*CBO Cut By Owner			*CBC Cut By Contractor						
*N/A Taken out by Inspector			*UDL Undeveloped Lot						
*ADD Added in from other Groups			*Fka Formerly known as						

 7/5/23
 Marchette Junte 7-5-23



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 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
Repeat Group Number: 61 Item # 2

Lot Description: THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 055.XXX) 1700 SLIGO ST

Nuisance Date: 2/7/2023
Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,232	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 415.00

Shelia Dean
SECRETARY
Marichelle Jante
INSPECTOR
Greg Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 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**
Repeat Group Number: **61** Item # **3**

Lot Description: **BEG AT PT ON S/S SUTTON ST 199 FT W OF SW COR OF SUTTON STREET & AN ALLEY OR ST CALLED C ST TH RUNG S 26 W 152 FT TO PT N 83 DEG W 50 FT TO PT THEN N 26 DEG E 152 FT TO S/L SUTTON ST THEN E-LY ALG S/S SUTTON ST 50 FT TO PT OF BEG SAME PPTY DESC IN CONVEYANCE 9-13-43 DBK 344 NS P 358 & BEING LOT 3 GEO L CHAMBERS TRT #SEC 36 T4S R1W #MP29 11 36 0 003 (29 11 36 0 003 063.XXX) 1107 SUTTON AVE**

Nuisance Date: **2/7/2023**
Date lot was cut: **6/30/2023** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,033	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 421.00

Shelia Dean

SECRETARY
Marchetta J. J. J.
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 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
Repeat Group Number: 61 Item # 4

Lot Description: COM AT E/L LOT 5 BLK 9 ACC TO MAP OF D M N ROSS SD SQ BDED BY ROTTERDAM, AMSTERDAM, LIMERICK & WATERFORD STS AT PT 43.4 FT S OF NE COR LOT 5 & POB BEING ON W/L ROTTERDAM ST TH S ALG E/L LOT 5 43 FT TO PT TH W & PAR WITH LOTS 4 & 5 112 FT TH N 43 FT & PAR WITH ROTTERDAM ST TH E & PAR WIITH N/L LOTS 4 & 5 112 FT TO BEG TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 025.XXX) 1102 ROTTERDAM ST

Nuisance Date: 2/7/2023
Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,805	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		4	\$ 3.00	\$ 12.00
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 427.00

Shelia Dean

SECRETARY
Inspector
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **DICKERSON LOUIS JR**
Address: **1248 CHARITY CHURCH RD**
City, State, Zip: **HUGER, SC 29450-9527**
Repeat Group Number: **61** Item # **5**

Lot Description: **COMG ON THE E/L OF LOT (5) IN SQ (9) BY D.M.N ROSS SD SQ BEING BOUNDED BY ROTTER DAM AMSTERDAM,LIMERICK & WATERFORD STS AT A PT 86.4 FT S OF NE COR OF SD LOT 5 SD POB ON W/L OF ROTTERDAM ST TH RUNNING SLY ALG E/L OF SD LOT 5 41.3 FT TO PT TH RUN WLY & PARALLEL WITH N/L OF LOTS 4&5 IN SD SQ 112 FT TO A PT ON W/L OF LOT 4 IN SD SQ TH RUN NLY ALG THE W/L OF SD LOT R 41.3 FT TO A PT TH RUNNING ELY & PARALLEL WTH N/L OF LOT 4&5 IN SD SQ 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 026.XXX) 1104 ROTTERDAM ST**

Nuisance Date: **2/7/2023**
Date lot was cut: **6/30/2023** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,452	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

SECRETARY
Marchetta Sarte
INSPECTOR
Gary Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **FRANCE VEVA D**
C/O ERA THOMPSON
Address: **3026 RAINTREE VILLAGE DR**
City, State, Zip: **KATY, TX 77449-5684**
Repeat Group Number: **61** Item # **6**

Lot Description: **COMMENCING AT THE NORTHWEST CORNER OF WELLINGTON AND CECELIA STREETS THEN WESTERLY ALONG THE NORTH LINE OF SAID CECELIA STREET 210 FT(S) TO THE POINT OF BEGINNING. CONTINUE WESTERLY 75 FT THEN NORTHERLY 150 FT THEN WESTERLY 70 FT THEN NORTHERLY 143 FT THEN EASTERLY 73 FT THEN SOUTHERLY 293 FT TO THE POINT OF BEGINNING. (29 02 44 0 024 172.XXX) 2308 CECELIA ST**

Nuisance Date: 2/7/2023
Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		32,030	\$ 0.0125	\$ 400.38
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	7	\$ 7.00	\$ 49.00
Total Project Cost:				\$ 599.38

Shelia Dean

SECRETARY

Marchetta Jarte

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **PKAYS INVESTMENTS INC**
C/O PKAYS INVESTMENTS INC
Address: **1813 LA PINE DR**
City, State, Zip: **MOBILE, AL 36618-1617**
Repeat Group Number: **61** Item # **7**

Lot Description: **THE S 50 FT OF FOLL: LOT E/S OF MARINE ST 100 FT NLY OF VIRGINIA ST & RUN NLY ALG E/L OF MARINE ST 100 FT TH ELY 85 FT TH SLY 100 FT TH WLY 85 FT TO POB BEING PT UNNUMBERED LOT IN BLK 278 BERNOUDY TRT MBK 1 P 7 & ALSO BEG SE COR MARINE & MARYLAND STS ELY 135 FT SLY 69.8 FT WLY 135 FT NLY 69.8 FT BEING PT UNNUMBERED LOT BLK 278 SOUTHERN DIV BERNOUDY TRT MBK 1 P 7 & ALSO COMG ON E/S MARINE ST 200 FT NLY OF NE COR MARINE & VIRGINIA STS TH NLY ALG SD E/S 39.75 FT TH ELY & PAR TO VIRGINIA ST 135 FT TH SLY 85 FT TH WLY 50 FT TH NLY 46 FT(S) TH WLY 85 FT TO POB BEING PT LOT 2 & PT UNNUMBERED LOT BLK 278 SOUTHERN DIV BERNOUDY TRT MBK 1 P 7 (29 10 38 0 004 109.XXX) 707 MARINE ST**

Nuisance Date: **2/7/2023**
Date lot was cut: **6/30/2023** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		21,398	\$ 0.0125	\$ 267.48
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 622.48

Shelia Dear
SECRETARY
Marchetta Jan
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **WILSON TYRONE**
Address: **P. O. BOX 7791**
City, State, Zip: **MOBILE, AL 36670-7914**
Repeat Group Number: **61** Item # **8**

Lot Description: **LOT 15 BLK 8 WILSONS SECOND ADD DBK 80 N S P 190 SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 082.XXX) 807 GAYLE ST**

Nuisance Date: **2/7/2023**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,000	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY
Marchetta Tut
INSPECTOR
Amy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 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**
Repeat Group Number: **61** Item # **9**

Lot Description: **COMG 12 FT W OF NE COR LOT 18 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 PG 294
RUN S & PAR WITH LINE OF LOT 18 125 FT TO REAR END OF LOT TH W 4 FT ALG REAR
END OF LOT TH WNLY 67 FT 6 INS TO REAR LINE OF LOT 22 TH NLY 64 FT TO ST
CHARLES AVE TH E 52 FT ALG ST CHARLES AVE TO BEG #SEC 44 T4S R1W #MP29 02 44
0 033 (29 02 44 0 033 083.XXX) 1827 ST CHARLES AVE**

Nuisance Date: 2/7/2023
Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,647	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	3	\$ 7.00	\$ 21.00
Total Project Cost:				\$ 396.00

Shelia Deen

SECRETARY

Marchelle Tate

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **MIXON SAMUEL, CONNIE R ENGLAND**
C/O CAROLYN RANKINS SHIELDS

Address: **1683 MASSEY RD**

City, State, Zip: **ALABASTER, AL 35007-4705**

Repeat Group Number: **61** Item # **10**

Lot Description: **LOT 8 & E 10 FT OF LOT 9 SQ 7 OF ADD TO SIMS 2ND ADD DBK 127/387 #SEC 37 T4S
R1W #MP29 10 37 0 008 (29 10 37 0 008 046.XXX) 704 PILLANS ST**

Nuisance Date: **2/7/2023**

Date lot was cut: **6/30/2023** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,972	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia Dean

SECRETARY
Marchetta Jute

INSPECTOR
Gary Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **WILLIAMS BOBBY & PATRICIA A**

Address: **152 MEAHER AVE**

City, State, Zip: **MOBILE, AL 36610-4870**

Repeat Group Number: **61** Item # **11**

Lot Description: **LOT 41 BLK C OF ROSEMONT ADDN MBK 3 PG 362 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 081.XXX) 2102 AGATE ST**

Nuisance Date: **2/7/2023**

Date lot was cut: **6/30/2023** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,890	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	60	\$ 7.00	\$ 420.00
Total Project Cost:				\$ 701.00

Shelia Dean

SECRETARY
Michelle Jantz
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice July 5, 2023

Lot Owner: **CALLIER WILLIAM HENRY BUTCH**
Address: **P. O. BOX 587**
City, State, Zip: **MOBILE, AL 36601**
Repeat Group Number: **61** Item # **12**

Lot Description: **LOTS 11, 12 & 13 BLK 65 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 179.XXX) 401 CALHOUN ST**

Nuisance Date: **2/7/2023**
Date lot was cut: **6/30/2023** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,911	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		30	\$ 7.00	\$ 210.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 485.00

Shelia Dean

SECRETARY

Marchetta Paul

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **ANDERSON WILLIAM & ALBERTA**

C/O WALTER DAVIS

Address: **5661 PINE ST**

City, State, Zip: **HOUSTON, TX 77081**

Repeat Group Number: **61** Item # **13**

Lot Description: **LOT 6 BLK 9 STRAUSS 2ND ADD WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 152.XXX) 610 CEDAR AVENUE**

Nuisance Date: **2/7/2023**

Date lot was cut: **6/30/2023** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,174	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia Dean

SECRETARY
Marcelle J. Jute

INSPECTOR
Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **HODGES JONNI MAE &
ANDREA E**
Address: **9 GRANT AVE**
City, State, Zip: **CLIFFSIDE PARK, NJ 07010-3106**
Repeat Group Number: **61** Item # **14**

Lot Description: **LOT 14 BLK 25 TISDALE DIV OF FISHER TRT DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06
13 0 002 (29 06 13 0 002 181.XXX) 9 GRANT AVE**

Nuisance Date: 2/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,600	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **EDWARDS TAMIKA**
C/O EDWARDS TAMIKA
Address: **622 IVY ARBOR CT**
City, State, Zip: **ATLANTA, GA 30349-8761**
Repeat Group Number: **61** Item # **16**

Lot Description: **COM AT PT OF N/S OF BALTIMORE ST DIS 173 FT ELY FROM NE COR OF WASHINGTON AVE & BALTIMORE ST & RUN TH ELY ALG N/L OF BALTIMORE ST 50 FT TH NLY & PAR WITH WASHINGTON AVE 120 FT TH WLY & PAR WITH BALTIMORE ST 50 FT TH SLY & PAR WITH WASHINGTON AVE 120 FT M/L TO POB BEING LOT 4 BLK A TERRY SUB MCQUILLAN TRT DBK 80/327 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 153.XXX) 866 BALTIMORE ST**

Nuisance Date: **2/7/2023**
Date lot was cut: **6/30/2023** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,415	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia Dear

SECRETARY
Marcella J. [Signature]
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **BRINKLEY YOLANDA**
Address: **606 CYPRESS AVE**
City, State, Zip: **CROSBY, TX 77532-6917**
Repeat Group Number: **61** Item # **17**

Lot Description: **LOT 4 BLK 11 RICKARBY PL DBK 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10 28 2 004 036.XXX) 1854 CALMES ST**

Nuisance Date: **2/7/2023**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,415	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia DeCar

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 5, 2023

Lot Owner: **MACKAY ISABEL I**
C/O JOHN YOUNG
Address: **159 CRENSHAW ST**
City, State, Zip: **MOBILE, AL 36606-4443**
Repeat Group Number: **61** Item # **18**

Lot Description: **LOT 6 BLK 18 DUBROCA TRT DBK 141 N S P 39 #SEC 24 T4S R1W #MP29 07 24 0 006**
(29 07 24 0 006 111.XXX) 160 CRENSHAW ST

Nuisance Date: 2/7/2023
Date lot was cut: 6/30/2023 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,913	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 345.00

Shelia Dean
SECRETARY
Marcella Ford
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 5, 2023

Lot Owner: **COLEMAN NELSE**
Address: **1563 CAPITAL CIR SE SUITE 3-210**
City, State, Zip: **TALLAHASSEE, FL 32301-5115**
Repeat Group Number: **61** Item # **19**

Lot Description: **LOT 30 FAIRFIELD SUB MBK 5 P 635-636 #SEC 36 T4S R1W #MP29 11 36 0 005
(29 11 36 0 005 039.XXX) 1462 FAIRFIELD CT**

Nuisance Date: **2/7/2023**
Date lot was cut: **6/30/2023** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		19,749	\$ 0.0125	\$ 246.86
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 746.86

Shelia Dear

Marchelle
SECRETARY
INSPECTOR

Anthony
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 61** 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:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gametime for playground equipment for Richardson Tricentennial Park.

Capital Equipment.

Amount of Contract:

\$574,804.72

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230706 Gametime Agenda Package POs	Cover Memo	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	7/6/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11788</u>	2023	(3032) ARCHITECTURAL ENGINEERING	PLAYGROUND EQUIPMENT FOR RICHARDSON TRICENTENNIAL PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$574,804.72	<u>(289913)</u> <u>GAMETIME</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

001	AS PER YOUR QUOTE 103643-01-04 AND OMNIA PARTNERS CONTRACT 2017001134 178749GameTime - Owner's Kit	1.00 EACH	84.00000	84.00
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1	2000.80.00.0000.0000.0000.0000.47020. E C0784 .CAPMATERLS.			84.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
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 MOBILE, AL 36644

002	RC8029 Landmark Design GFRC - Custom Net Climber	1.00 EACH	206800.00000	206800.00
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			206800.00

Ship To
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 205 GOVERNMENT STREET
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 MOBILE, AL 36644

003	RDUGameTime - 103643-D1 XScape 2-5 Play Structure	1.00 EACH	37483.96000	37483.96
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1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			37483.96
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Ship To
 ARCHITECTURAL ENGINEERING
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

004 5958SP	GameTime - VistaTree Top 1	1.00 EACH	12433.38000	12433.38
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1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			12433.38
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Ship To
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

005 14927	GameTime - NDS Play On Sign Package 291C-S6UltraSite - 6'	2.00 EACH	1955.20000	3910.40
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47020. E C0784 .CAPMATERLS.			3910.40
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644				
006	PIPGT-Impax - 5,077 sqft of Poured in Place Rubber Safety Surfacing - Installed- 3,027 sqft @ 4.25" depth for 9' fall height, 2,050 sqft @ 2.25" depth for 5' fall height, 50/50 color/black mix, standard colors.	1.00	118972.98000	118972.98
1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			118972.98

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
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 MOBILE, AL 36644
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 MOBILE, AL 36644

007 INSTALL Struthers Recreation - Installation of Play Equipment	1.00 EACH	101717.28000	101717.28
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1 2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			101717.28
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
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Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

008	STONEGT-Impax - 5,182 SQFT - 4" Compacted Crushed Stone Sub-base	1.00 EACH	30366.52000	30366.52
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1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			30366.52
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

009	INSTALL GameTime - Installation of Site Furnishings	1.00 EACH	977.60000	977.60
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1	2000.80.00.0000.0000.0000.0000.47020.
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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 205 GOVERNMENT STREET
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0784	.CAPMATERLS.			977.60

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 MOBILE, AL 36644

010	INSTALL GameTime - Removal and Disposal	1.00 EACH	5286.40000	5286.40
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1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			5286.40
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Ship To
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

011	INSTALL GameTime - Trench Drain 12x12 - 411 LF	1.00 EACH	7521.30000	7521.30
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1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			7521.30
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 MOBILE, AL 36644
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 205 GOVERNMENT STREET
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 MOBILE, AL 36644

012	INSTALL GameTime - Concrete Sidewalk - 1,160 SF	1.00 EACH	11832.00000	11832.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Tel#205-368-9279 Fax 205-663-5012	Delivery Reference BRENDA PARKER
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Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			11832.00

Ship To
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205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

013	1INSTALL GameTime - Playground Leveling and Grading - 8,942 SF	1.00 EACH	12518.80000	12518.80
1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			12518.80

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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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06/30/23	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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 MOBILE, AL 36644

014 INSTALL GameTime - Ancillary Sitework Services - Concrete Curb 56 LF	1.00 EACH	2158.24000	2158.24
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1 2000.80.00.0000.0000.0000.0000.47020. E C0784 .CAPMATERLS.			2158.24
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015 INSTALL GameTime - Ancillary	1.00	4747.86000	4747.86
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47020. E C0784 .CAPMATERLS.			4747.86
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644				
016	INSTALL GameTime - Ancillary Sitework Services - Sod - 2,600 SF	1.00 EACH	5424.00000	5424.00
1	2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			5424.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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06/30/23	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
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017 INSTALL GameTime - Signed and Sealed Engineered Drawings	1.00 EACH	1250.00000	1250.00
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1 2000.80.00.0000.0000.0000.0000.47020. E C0784 .CAPMATERLS.			1250.00
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

018 FREIGHT	1.00 EACH	11320.00000	11320.00
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Additional Description Notes

PER YOUR QUOTE:
 103643-01-04;
 DATED 06.29.23
 OMNIA PARTNERS CONTRACT #22017001134

FOR QUESTIONS OR CONCERNS CONTACT
 R. WASHINGTON @ 251.208.7812

1 2000.80.00.0000.0000.0000.0000.47010. E C0784 .CAPEQUIPMT.			11320.00
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Tel#205-368-9279 Fax 205-663-5012	Delivery Reference BRENDA PARKER
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06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total	574804.72
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0784 .CAPEQUIPMT.	561676.62	350195.28
E C0784 .CAPMATERLS.	13128.10	350195.28

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	561676.62	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		
2000.80.00.0000.0000.0000.0000.47020.	13128.10	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
Approved	07/03/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	07/03/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	07/03/23	CASSIE BOATWRIGHT	
Approved	07/05/23	BRENDA RHODES	
Approved	07/05/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/05/23	RELYA MALLORY	Auto approved by: 910511034
Approved	07/06/23	DONALD ROSE	Auto approved by: 910518227
Approved	07/06/23	SANDRA LEWIS	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011788-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 15
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
--	---

Tel#205-368-9279 Fax 205-663-5012	Delivery Reference BRENDA PARKER
--------------------------------------	-------------------------------------

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/23	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/06/23 JOHN PAINE		Auto approved by: 910518227	
Approved	07/06/23 MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
 Signature

GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

GameTime designs outdoor fitness spaces for all ages, abilities, and fitness levels through OMNIA Partners. Combine industry-leading outdoor fitness equipment with best-practice research to promote a HEALTHIER TOMORROW!

Click Your Industry

[Education | Government](#)

[Nonprofit](#)

[Corporate | Enterprise](#)

[Real Estate](#)

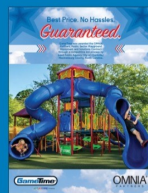
[Private Equity](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price -- no hassles, guaranteed.

- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**
City of Charlotte, NC | 2017001134



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 means. To find out more about the cookies we use, see our Privacy Policy.

[Accept](#) [Decline](#)

GameTime 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.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2024

Executive Summary

- Uniform Guidance
- Due Diligence
- Due Diligence

Master Agreement Documents

- GameTime Contract 2017001134
- GameTime Contract 2017001134
- 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

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA
PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS THIRTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Thirteenth Amendment") is made and entered into this 5th of December 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED] % material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a [REDACTED] % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a [REDACTED] % material surcharge.
- L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.

- M. The parties amended the Contract on July 1, 2022 to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties now desire to amend the Contract to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Thirteenth Amendment by reference.
- 2. Defined terms used in this Thirteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2023 Master Price List which are attached hereto as Exhibit A.1.
- 4. The National Network of Distributors is hereby replaced in its entirety and is attached as Exhibit C.1.
- 5. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2023 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
- 6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Thirteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: 
(signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 11/22/2022

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 02, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2017001134

Amendment #: 13

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin Inc., dba GametTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: 668f2b82108208b08604836a5d96b891

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Rachel Laurie Riddle
Chief Examiner

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Laurie Riddle", is written over the typed name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Scott Kearney, Chief Technology Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Addendum to the Nexgen Asset Management five-year term software agreement for unlimited user licenses.

Amount of Contract:

\$153,013

Effective Date of Contract:

11/9/2021

Funding Source

Project # WORK ORDER & ASSET MGMT
SYS Project# C0566

Discretionary Funds

Project String

Contract Number:3538

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution Draft	Resolution Letter	6/22/2023
Cover Letter	Cover Memo	6/20/2023
Addendum to Agreement	Backup Material	6/20/2023
Original Software License Agreement	Backup Material	6/22/2023

REVIEWERS:

Department Reviewer	Action	Date
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MIT	Kearney, Scott	Approved	6/22/2023 - 12:26 PM
Capital	Rhodes, Brenda	Rejected	6/22/2023 - 1:03 PM
MIT	Kearney, Scott	Approved	6/22/2023 - 3:05 PM
Capital	Rhodes, Brenda	Approved	6/22/2023 - 2:47 PM
Legal	Kern, Chris	Approved	6/27/2023 - 4:49 PM
Mayors Office	Montgomery, Brandi	Approved	6/29/2023 - 2:34 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an addendum to the NEXGEN Asset Management Software License Agreement, by and between the City of Mobile and NEXGEN Utility Management, Inc., in the amount of \$153,013, as outlined in the addendum attached hereto and made a part hereof as though set forth in full.

A copy of said addendum is on file in the Office of the City Clerk.

Adopted:

City Clerk



June 20, 2023

Re: Addendum to the NEXGEN Asset Management Software License and Service Agreement

I am requesting approval of an addendum to the software agreement with NEXGEN Asset Management, Inc. for additional user licenses and support for a Public Works work order and asset management solution adopted on November 9, 2021.

The original software agreement included 200 user licenses and requires an increase to unlimited due to the number of field staff utilizing the software after go live on June 12, 2023. The license increase will add an additional fee of \$20,000 in Year 1 with the annual recurring fee increasing no more than 5% a year for each of the remaining years of the Agreement's five year term. Additional onetime fees are included for training and extending the project completion date for a total of \$42,500.

As shown below, the grand total of the amended five year agreement including one-time and recurring software fees will increase by \$153,013 from \$1,551,747 to \$1,704,760.

Cost Type	Original Contract	Amended Contract
Onetime Fee	\$502,204	\$544,704
Recurring Software License Fee	\$1,049,543	\$1,160,056
Total 5 Year Agreement Cost	\$1,551,747	\$1,704,760

Scott Kearney

Chief Technology Officer

ADDENDUM TO AGREEMENT
NEXGEN ASSET MANAGEMENT SOFTWARE LICENSE AND SERVICE

THIS ADDENDUM No. 1 to AGREEMENT (this "Addendum") is entered into on this 21st day of February, 2023 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and NEXGEN Asset Management. ("NEXGEN").

RECITALS

- A. NEXGEN and the City entered into that certain Agreement for software licenses and services, on November 9, 2021 (the 'Agreement').
- B. The Agreement included:
 - a. 200 concurrent user licenses in Exhibit 3 Service Fees.
 - b. Five days (40 hours) of pre-deployment user training on-site in Exhibit 1 Scope of Work, Implementation Task 7 Training & Post Support and Exhibit 3 Service Fees.
 - c. An implementation completion date of November 9, 2022, twelve months from the date of the Agreement signature as stated in Exhibit 1 Scope of Work, Implementation Task 1 Project Management and Exhibit 1 Scope of Work, Implementation Schedule.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. The number of user licenses will be increased from 200 to unlimited users with a 9TB storage and 90GB/month data transfer limits for an additional annual recurring fee of \$20,000 in Year 1. The annual recurring fee can increase no more than 5% a year for each of the remaining years of the Agreement's five year term.
- 2. NEXGEN will provide an additional 5 days (40 hours) of pre-deployment training to end users by two trainers for an additional one-time fee of \$32,500. NEXGEN will provide all training materials.
- 3. The implementation completion date will be extended to April 24, 2023, for an additional one-time fee of \$10,000. Any extension past this date will incur a cost of \$10,000 per additional month.
- 4. The additional one-time and recurring fees included in this Addendum will increase the total cost of the Agreement's five year term by \$153,013 from \$1,551,747 to \$1,704,760.

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

NEXGEN Asset Management

Signed: _____

Name: Vincent Yee

Title: President

ACKNOWLEDGEMENT

The State of _____ }
_____ County }

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of NEXGEN, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 20__

(Seal)

**SEE ATTACHED
NOTARIAL WORDING**

Notary Public

The City of Mobile, Alabama

By: _____
William S. Stimpson
Mayor

Attested: _____
Lisa Lambert
City Clerk

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

On February 21, 2023

Date

before me,

Alex Martinez, Notary Public

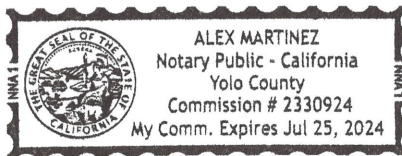
Here Insert Name and Title of the Officer

personally appeared

Vincent Yee

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Alex Martinez

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Addendum to Agreement Nexgen Asset Management Software License And Service

Title or Type of Document:

Document Date: 02/21/2023

Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

21 . 9 9 2

2021

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and NEXGEN Utility Management, Inc. for provision of software products and services in support of Public Works' work order and asset management processes, for five years from the date of approval, in the amount of \$1,551,747, 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: NOV 09 2021

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk

NEXGEN Asset Management Software License Agreement

This Agreement, effective as of Nov. 9, 2021, ("Agreement") is between NEXGEN Utility Management, Inc. ("NEXGEN"), and City of Mobile ("LICENSEE"), a Municipal Corporation of the State of Alabama with an office at 205 Government Street, Mobile, AL 36602-0001.

RECITALS

Whereas, NEXGEN owns certain software programs, referred to collectively as the NEXGEN Asset Management® (NEXGEN AM) products; Whereas, LICENSEE desires to use those programs, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property contained in the programs.

Now, therefore, NEXGEN and LICENSEE agree as follows:

1. DEFINITIONS

"Program(s)" means the object code version of the software programs and related documentation provided by NEXGEN to LICENSEE at any time under terms of this agreement.

"Users" means the number of users (i.e., the number of users using the Program at one time) permitted to use a Program.

"Domains" means the number of individual database setups that can be accessed by a Program.

2. LICENSE GRANT

- **License of Program(s).** Subject to the terms and conditions of this Agreement NEXGEN grants LICENSEE a nonexclusive, nontransferable license to use the object code version of the Program(s) during the term of this Agreement.
- **Limited Grant.** Except as expressly set forth in this Section 2, NEXGEN grants and LICENSEE receives no right, title or interest in or to the Program(s) or any other deliverables provided by NEXGEN in connection with this Agreement.

3. LICENSE RESTRICTIONS

- **No Reverse Engineering.** LICENSEE will not disassemble, decompile, reverse analyze, or reverse engineer the Program(s).
- **No Modification.** LICENSEE will not modify the Program(s).
- **No Copying.** LICENSEE will not copy the Program(s), in whole or in part.
- **No Third Party Use.** LICENSEE will not use the Program(s) in any manner to provide services to any third parties.

4. PROPRIETARY RIGHTS

- **NEXGEN Property.** The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of NEXGEN.
- **Proprietary Notices.** LICENSEE will not delete or alter any copyright, trademark, and other proprietary rights notices of NEXGEN and its licensors appearing on the Program(s). LICENSEE agrees to reproduce such notices on all copies it makes of the Program(s).

5. CONFIDENTIAL INFORMATION

- **Definition.** "Confidential Information" refers to: (i) the Program(s), including, but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of NEXGEN, including but not limited to any information relating to NEXGEN's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information designated by NEXGEN as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (iv) the terms and conditions and existence of this Agreement.
- Confidential Information will not include information that: (i) is in or enters the public domain without LICENSEE's breach of this Agreement; (ii) LICENSEE receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) LICENSEE develops independently, which it can prove with clear and convincing written evidence; or (iv) was known to the LICENSEE prior to the time it was disclosed.
- **Confidentiality Obligations.** LICENSEE agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures LICENSEE uses to maintain the confidentiality of its own information of equal importance.
- **Injunctive Relief.** LICENSEE acknowledges that NEXGEN is a beneficiary of this Agreement and is specifically a beneficiary of this Section. LICENSEE further acknowledges that the Confidential Information of NEXGEN includes trade secrets of NEXGEN, the disclosure of which would cause substantial harm to NEXGEN that could not be remedied by the payment of damages alone. Accordingly, LICENSEE agrees that NEXGEN will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.
- LICENSEE may disclose NEXGEN's Confidential Information to the extent that it is required under Alabama public records law or a court or other governmental body orders such Confidential Information disclosed by the LICENSEE, provided

that the LICENSEE promptly notifies the NEXGEN of such order and provides NEXGEN with notice and opportunity to contest it, if possible. This Section does not intend to grant the LICENSEE any ownership interest or license or right to any intellectual property rights of the NEXGEN. The parties acknowledge that the LICENSEE is a government entity and subject to the Alabama Open Records Law (Code of Alabama 1975, § 36-12-40.). Notwithstanding anything contained herein to the contrary, the LICENSEE shall not be responsible to NEXGEN for any disclosure of Confidential Information pursuant to the Act or pursuant to the LICENSEE's public records act laws, rules, regulations, instructions or other legal requirement.

6. CUSTOMER DATA

- **Definition.** All data supplied by or on behalf of the LICENSEE in connection with the LICENSEE's use of the software under this Agreement shall be defined as "Customer Data." The LICENSEE will be responsible for the accuracy and completeness of all Customer Data provided to NEXGEN. The LICENSEE shall retain exclusive ownership of all Customer Data and such Customer Data shall be deemed to be the LICENSEE's Confidential Information, as set forth in Section 5 of this Agreement.
- **Maintenance of Customer Data.** NEXGEN will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by NEXGEN.
- **SOL Backups.** NEXGEN shall provide LICENSEE with a SQL backup of LICENSEE's data each year during the Term, at no extra charge, provided LICENSEE supplies an SFTP server, or similar device, to automate the transfer process. LICENSEE shall be responsible for reporting errors in the transfer.

7. SECURITY

- NEXGEN will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access or disclosure. NEXGEN will maintain a comprehensive information security program to protect NEXGEN Cloud Services and Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the term of this Agreement, NEXGEN shall maintain an Information Security Management System ISO/IEC 27001:2013 certification for NEXGEN Asset Management.
- **Notification.** NEXGEN will promptly, and not later than within 24 hours of discovery by NEXGEN, notify the LICENSEE of any loss, damage, or unauthorized access of Customer Data.

- **WITHIN U.S.** NEXGEN shall not transmit any Customer Data to any entity or individual outside the United States.

8. MAINTENANCE AND SUPPORT

Maintenance or support is provided assuming the LICENSEE pays the annual maintenance and support fees in advance. Any new versions or modules of software provided to LICENSEE are automatically licensed according to provisions of this Agreement.

9. LIMITATIONS OF LIABILITY

Indemnification. NEXGEN shall indemnify, defend and hold harmless LICENSEE and its elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, and related expenses arising from or in connection with NEXGEN's wrongful acts or negligence in performance under this agreement.

10. TERM AND TERMINATION

- **Term.** This Agreement shall be for the period of five years from the effective date above.
- **Non-Appropriation & Termination.** If LICENSEE should not appropriate or otherwise make available funds sufficient to annual hosting service fees for products set forth in this Agreement, LICENSEE may unilaterally terminate this Agreement only upon sixty (60) days written notice to NEXGEN. LICENSEE may terminate this Agreement for cause in the event NEXGEN does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from LICENSEE. Notwithstanding any other provisions of the Agreement, the LICENSEE shall have the absolute right to terminate this Agreement without cause upon giving sixty (60) days written notice to NEXGEN.
- Upon any termination of this Agreement, LICENSEE shall pay NEXGEN for all services and products delivered and expenses incurred prior to the date NEXGEN received LICENSEE's notice of termination including annual service fees.
- **Effect of Termination.** On termination or expiration of this Agreement, LICENSEE will immediately return to NEXGEN or (at NEXGEN's request) destroy all copies of the Program(s) in its possession or control, and an officer of LICENSEE will certify to NEXGEN in writing that it has done so. In addition, NEXGEN shall provide LICENSEE with a SQL backup file of LICENSEE's most recent data within thirty (30) calendar days of such termination or expiration, for no additional cost. NEXGEN will provide transition services to the LICENSEE in connection with the transfer of hosting of the Software to a third party or to the LICENSEE's site. The LICENSEE shall be charged a reasonable service fee for such services, based on time and materials.

- **Survival.** The provisions of Sections 4 (Proprietary Rights) and 5 (Confidential Information) will survive termination of this Agreement for any reason.
- **Nonexclusive Remedy.** The exercise by NEXGEN of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11. GENERAL PROVISIONS

- **Assignment.** The parties shall not assign this Agreement, and any attempted assignment shall be void.
- **Modifications.** This Agreement may only be modified, or any rights under it waived, by a written document executed by NEXGEN and LICENSEE.
- **Conflicting Terms.** Purchase orders or similar documents relating to the Program(s) will have no effect on the terms of this Agreement.
- **Notices.** All notices under this Agreement will be deemed given when delivered personally or sent by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

For NEXGEN:

Vincent Yee, P.E.
President
4010 Lennane Drive
Sacramento, CA 95834

For the LICENSEE:

Scott Kearney
Chief Technology Officer
651 Church St
Mobile, Alabama 36602

- **Severability.** If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.
- **Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- **Force Majeure.** Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and

governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

- **Assignment.** Neither party shall assign this agreement and its rights and obligations under this agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.
- **Governing Law.** The laws of the State of Alabama, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in Mobile County, Alabama as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.
- **Anti-Boycott.** NEXGEN agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- **Anti-Discrimination.** NEXGEN 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.
- **Insurance.** For the term of this Agreement, NEXGEN shall acquire and maintain in full force and effect General Liability, Worker's Compensation, Automobile Liability, and Professional Liability or Errors and Omissions 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.
- **Compliance with Alabama Immigration Law.** By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting there from.

- **Entire Agreement.** This Agreement, together with its Exhibits and any appendices or other attachments hereto, constitute the entire agreement between the parties in relation to this subject matter. The terms of this Agreement shall supersede the terms of any correspondence or oral agreements or understandings reached between NEXGEN and the LICENSEE up until the date of this Agreement, including without limitation any prior Confidentiality and Nondisclosure Agreements. This Agreement may not be modified except in writing signed by a duly authorized representative of both parties.
- **Contract Documents.** This Agreement includes the following exhibits:
 - Exhibit 1 – Scope of Work
 - Exhibit 2 – Service Level Agreement
 - Exhibit 3 – Service Fees
 - Exhibit 4 – Certificates of Insurance
 - Exhibit 5 – Information Systems Security Certificate

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

NEXGEN Utility Management, Inc.
(NEXGEN Asset Management)

LICENSEE (City of Mobile)

By: Vincent Yee
Vincent Yee (Oct 21, 2021 14:06 PDT)

By: William S. Stimpson

Name: Vincent Yee, P.E.

Name: William S. Stimpson

Title: President

Title: Mayor

Date: 10/21/2021

Date: 11/16/21

ATTEST: Lisa C. Stimpson
City Clerk

Exhibit 1: Scope of Work

Implementation

Task 1. Project Management	
Objectives	Manage the project within schedule, budget, and delivery.
Assumptions	1) City will provide a project management/coordinator to work with City staff to coordinate meetings and tasks. 2) NEXGEN will provide and manage the project in zoho.com, a project management web tool. 3) The project will be completed within 12 months from the date of the Software License Agreement signature.
Activities	1) NEXGEN's project delivery approach will plan, schedule, and deliver a benchmark project on schedule and within budget. 2) Project work plan with scope, deliverables and schedule. 3) Project chartering and kickoff meeting. 4) Lead weekly communication with project team to track project delivery tasks, deliverables and schedules. 5) 12 Monthly invoices and progress reports.
Deliverables	1) Project work plan with tasks and schedules. 2) Monthly invoices & progress reports. 3) Meeting agendas, minutes and action items.
Task 2. User Requirements	
Objectives	Assess City's AM user requirements and map business processes to be used for configurations.
Assumptions	1) City will allocate time with Asset Management Team and User Groups to meet to identify user requirements and develop business process maps. 2) City will provide as-is and to-be business process maps for specific workflows.
Activities	1) NEXGEN will meet with users (specific to AM functionalities) to identify functional requirements of AM, based on their user needs. Desired functionalities of AM will drive the configurations. Separate user requirements meetings and requirement documents for Trash/Garbage & Litter, Public Services Maintenance, Urban Forestry, Fleet / Motor Pool, Engineering, Traffic Engineering, Electrical, Environmental, Facilities Maintenance, Building Services, and Parks Maintenance & Special Events. 2) Document the City's AM functional requirements & acquire validation from Trash/Garbage & Litter, Public Services Maintenance, Urban Forestry, Fleet /

	Motor Pool, Engineering, Traffic Engineering, Electrical, Environmental, Facilities Maintenance, Building Services, Parks Maintenance & Special Events. 3) Work with and utilize City provided as-is and to-be business process maps for workflows that are required to support the functional requirements for Trash/Garbage & Litter, Public Services Maintenance, Urban Forestry, Fleet / Motor Pool, Engineering, Traffic Engineering, Electrical, Environmental, Facilities Maintenance, Building Services, and Parks Maintenance & Special Events. 4) Review existing data and develop a data upload plan.
Deliverables	1) Technical memorandum summarizing the City's AM user requirements.
Task 3. Data Migration	
Objectives	Migrate the City's Tyler EAM asset, work order, and service request data into NEXGEN AM and Tyler 311 service requests into NEXGEN 311.
Assumptions	1) City will provide vertical asset inventory data from existing Tyler EAM system. Any other assets that are not in EAM will be provided in a spreadsheet format arranged by locations and classes. The provided asset information will include the following: a) Asset hierarchy b) Asset name and number c) GIS ID d) Description e) Location f) Asset class/subclass g) Additional asset attributes such as relevant nameplate data h) Preventive maintenance plans, checklists, and schedules i) Useful life (UL) by asset class j) Asset Planning Data that includes Risk Scores with Asset Consequence of Failure & Likelihood of Failure k) Parent asset l) Digital files associated to an asset including photographs, manufacturer information, warranty information, standard operating procedures, engineering design/construction drawings, or other documents 2) City will provide warehouse inventory information that will include the following: a) Inventory items b) Inventory details c) Inventory counts d) Inventory locations e) Inventory categories f) Vendors

	3) City will provide all closed and open work orders and relevant attributes in a spreadsheet format from the Tyler EAM system including History of all activities, including labor, part, and equipment costs. 4) City will provide all closed and open service requests and relevant attributes in a spreadsheet format from the Tyler EAM. 5) City will provide all closed and open service requests and relevant attributes in a spreadsheet format from the Tyler 311 system.
Activities	1) NEXGEN will migrate all vertical asset inventory and horizontal assets into NEXGEN AM. Horizontal assets will come from the City's GIS setup. 2) NEXGEN will migrate the City warehouse inventory with inventory, details, counts, locations, categories and vendors. 3) NEXGEN will migrate all service requests from Tyler EAM into NEXGEN AM. 4) NEXGEN will migrate all service requests from Tyler 311 into NEXGEN 311. 5) City to review and test data migrations. 6) NEXGEN to modify any necessary changes from testing results. 7) City to sign off approving the completion of the data migrations.
Deliverables	1) Populated data into NEXGEN AM and 311.
Task 4. Configure System	
Objectives	Configure the NEXGEN AM to support City's user needs, functional requirements, and asset management best practices.
Assumptions	1) City will provide completed spreadsheets for configurations that will include the following: a) Users and security groups with rights. b) Employee names, user logins, billable rates, emails and mobile numbers c) Equipment numbers, names and billable rates d) Work flows e) Notification requirements. f) Departments and divisions. g) Service request types and priorities organized by department and divisions. h) Work order types, tasks, causes and resolutions by department and divisions.
Activities	1) Configure NEXGEN AM to support the user requirements and business processes. 2) Set up user logins and security rights including integration with City's Microsoft Azure Active Directory for single sign-on (SSO). City will provide the list of employees, roles, emails, mobile phone numbers and security rights. 3) Configure resources such as employee, equipment, vendors, contractors, crews and training.

	4) Configure all pull down menus such as Work Order Type, Tasks, Cause and Resolution. Configure cascade of service request types and work order tasks to departments and divisions. City will provide the necessary configurations in a spreadsheet template that may be provided to facilitate gathering and providing that data. 5) Configure the City's preventive maintenance programs with assets, schedules, frequencies, checklists (standard operating/maintenance procedures). It is assumed that the City will provide the preventive maintenance configurations in a spreadsheet with associated checklists. 6) Setup notifications for City's work flows and business processes. Set up notifications content for alerts, emails and text messages. 7) Develop up to 5 custom reports for the City. We have assumed the formats of these reports may be slightly different than the original hardcopies. Any additional custom reports beyond the 5, will be out of scope and on an hourly cost basis. 8) Provide City with information that allows read-only, real-time, direct access to the NEXGEN AM database through standard interfaces (ODBC, SQL Server Native Client, or OLE DB and web service API calls.
Deliverables	1) Optimized configurations.
Task 5. Integration	
Objectives	Integrate NEXGEN AM with City's ESRI ArcGIS, Munis ERP, Fuel Master, and Microsoft Office.
Assumptions	1) NEXGEN will provide API for integrations based on integration requirements. 2) City will arrange meetings to gather integration requirements with City groups. 3) City will be responsible for communicating and coordinating integration efforts with 3rd party vendors. 4) City will be responsible for any API or integration costs incurred by the 3rd party vendor.
Activities	1) NEXGEN is seamlessly integrated with City's ESRI ArcGIS (GIS). We will map the layers and attributes in the GIS with NEXGEN's asset hierarchy locations and classes so updates with the GIS will automatically reflect in the NEXGEN AM software. 2) NEXGEN will integrate with the City's Tyler Munis ERP including its procurement module for inventory management and employee module for work order labor cost tracking. There will be a two-way integration using either API to pass information between the Munis ERP and NEXGEN. 3) NEXGEN AM has a two-way integration with NEXGEN 311 Service Request Portal and Mobile App. 4) NEXGEN is seamlessly integrated with Microsoft Outlook. NEXGEN creates ics Calendar that can be viewed in MS Outlook. 5) NEXGEN is seamlessly integrated with Fuel Master for fleet fuel management.

Deliverables	1) NEXGEN AM integrated with City's ESRI ArcGIS, Munis ERP, Fuel Master, and Microsoft Office.
Task 6. Testing	
Objectives	Conduct user acceptance testing and sign off.
Assumptions	1) City will identify user acceptance testing team and allocate resources for the team to test during the 2-week period. 2) City will assign a main point of contact to document user acceptance testing improvement ideas. 3) NEXGEN will provide resources during user acceptance testing to resolve any bugs or software configuration issues.
Activities	1) NEXGEN's responsibility a) Provide recommendations on testing strategy and best practices. b) List of all open issues prior to initiating UAT testing with agency with status and estimated resolution dates will be available in the Support Portal. c) Partner with the City in completing user acceptance testing and validation of system configuration to assess and confirm readiness to move to production for active use. d) Satisfactory resolution of issues identified in UAT 2) City's responsibility a) Provide input and appropriate response to vendor's request for information b) Develop user acceptance tests/use cases with acceptance in partnership with vendor c) Make appropriate users and content available to conduct and complete user acceptance testing as defined and managed per the City's testing plan d) Provide City staff a testing plan of the desktop and mobile software. Remote web training on the testing plan and process. e) Concerted effort of the City staff field testing the system during a 2-week testing period. f) Provide support to resolve any issues or questions during the 2-week testing period. g) City to sign off on the system testing upon acceptance.
Deliverables	1) User Acceptance Testing Plan 2) Acceptance Sign Off
Task 7. Training & Post Support	
Objectives	Provide pre-deployment training and post-deployment support.
Assumptions	1) City will provide training facilities. 2) City will coordinate and schedule training groups.

Activities	1) NEXGEN will be training the trainer for core users, administrative users, management users and warehouse inventory users. 2) 5 days of pre-deployment training (40 hours) on-site training. 3) 8 (1 hour/each) weekly web conference call “office hours” after deployment to provide users opportunities to ask questions, acquire additional training and support.
Deliverables	1) 5 days of pre-deployment training (40 hours) on-site training sessions with City staff. 2) 8 (1 hour) of post deployment weekly office hour support for 2 months after deployment.
Task 8. NEXGEN 311 Portal and Mobile App	
Objectives	Setup NEXGEN’s 311 Service Request Portal as the City’s customer service request portal for citizens.
Assumptions	1) City will work with NEXGEN to configure the NEXGEN 311 Service Request Portal and Mobile App
Activities	1) Configure NEXGEN 311 Service Request Portal. • Configure the pull-down menus to navigate through the portal. • Set up notifications for each departments or divisions. 2) Customize the NEXGEN 311 Mobile App to City’s logo and colors. 3) Test 311 Service Request Portal and Mobile App. 4) Deploy 311 Service Request Portal and Mobile App
Deliverables	1) Customer Service Request Web Portal and Mobile App.
Task 9. NEXGEN Internal Customer Service Request Portal	
Objectives	Setup NEXGEN’s Service Request Portal as the City’s customer service request portal.
Assumptions	1) City will work with NEXGEN to configure the NEXGEN internal Service Request Portal.
Activities	1) Configure internal Service Request Portal. • Configure the pull-down menus to navigate through the portal. • Set up notifications for each departments or divisions. 2) Test Service Request Portal. 3) Deploy Service Request Portal.
Deliverables	1) Internal Customer Service Request Web Portal.
Task 10. NEXGEN AM Mobile	
Objectives	Setup NEXGEN’s AM Mobile field app.
Activities	1) Configure NEXGEN AM Mobile app.

	2) Test Mobile app. 3) Deploy Mobile app.
Deliverables	1) NEXGEN AM Mobile.

1

Implementation Schedule

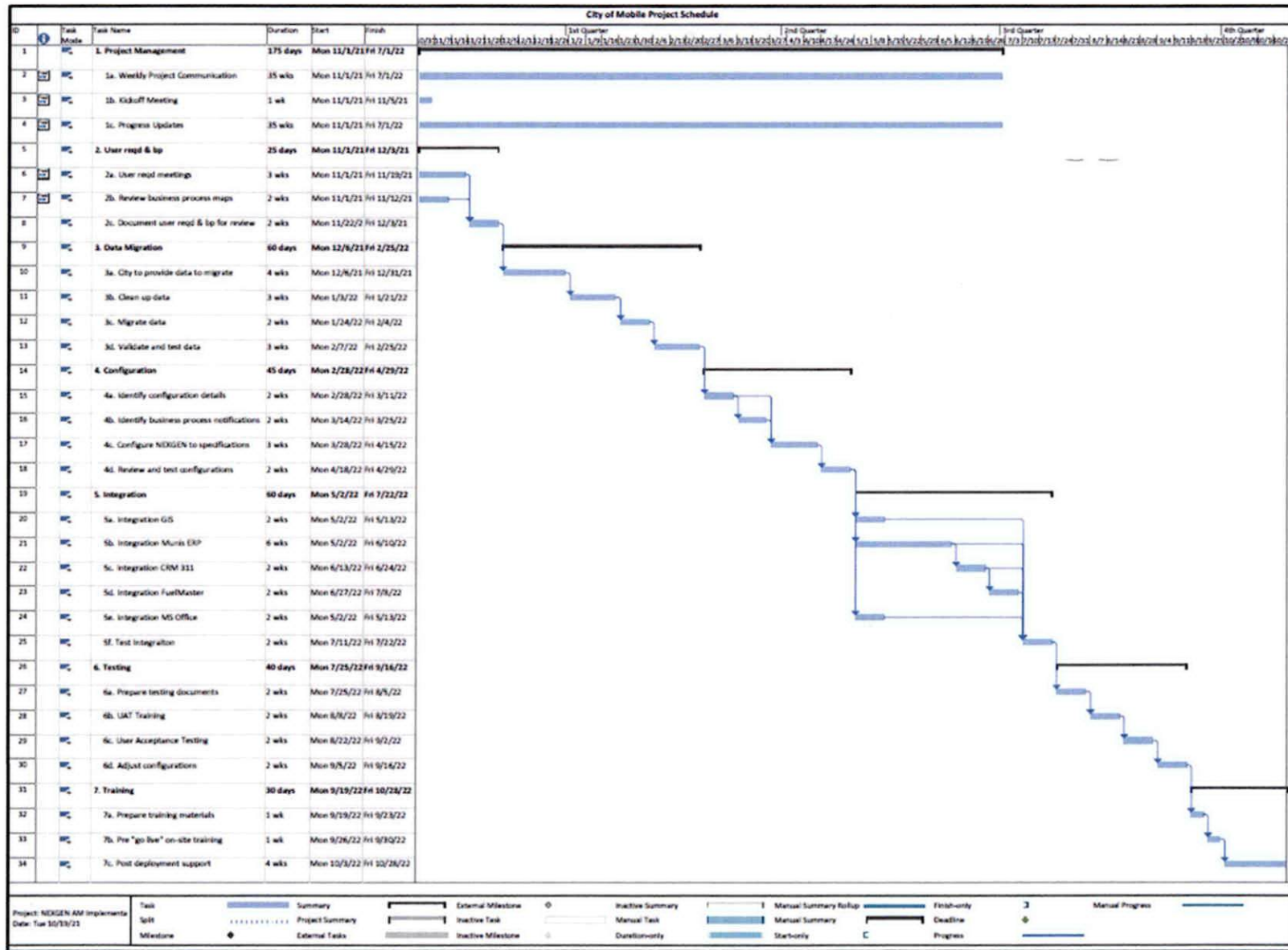


Exhibit 2: Service Level Agreement

Technical Support & Incident Management

Telephone Technical Support: NEXGEN will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., PST(1), excluding holidays observed by NEXGEN, which fall within the applicable coverage window. NEXGEN will also provide 24x7x365 online access to NEXGEN Ticketing System Portal, which contains services such as online incident logging, tracking and management, knowledge base articles, latest Software release information, and other Software Documentation.

(1)NEXGEN will provide telephone support for Severity Level's 1 and 2 (as outlined below) based on local time, in the Licensee's time zone.

Initiation of an Incident

The Licensee's Designated Help Desk Contact Person may contact NEXGEN Support via telephone, may log an incident online via NEXGEN Ticketing System Portal to initiate a Support request referred to as an "incident," or may email support@nexgenam.com. The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged with the NEXGEN Ticketing System Portal that is related to the hosted Software.

To help ensure a timely response to a Support incident, the Designated Help Desk Contact Person shall provide the following information: (a) the NEXGEN Customer Number and contact details, (b) applicable hosted Software name, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps if any, and applicable screen shots and output examples if logging online, (e) description of the incident impact and frequency.

Assignment of Severity Levels

The Licensee's Designated Help Desk Contact Person will use reasonable business judgment to identify the severity of the Support incident according to the following severity level descriptions:

Severity Level 1 Critical Business Impact

- LICENSEE's production use of software on a primary business service, major application or mission-critical system is stopped or so severely impacted that the LICENSEE cannot reasonably continue work.
- For Severity Level 1 problems, NEXGEN will begin work on the problem within one hour of notification and handle as the highest priority until the LICENSEE is given a fix or workaround. LICENSEE resources must be made available in Severity Level 1 situations and reasonably cooperate to help resolve the issue.
- Severity Level 1 problems could have the following characteristics:
 - System hangs or crash situations
 - Software error or failure forcing a restart
 - System Data loss or data corruption

- Critical functionality not available

Severity Level 2 Significant Business Impact

- Important product features are unavailable with no acceptable workaround. LICENSEE's implementation or production use of software in a primary business service, major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions. The software may be operating but is severely restricted.
- Severity Level 2 problems could have the following characteristics:
 - Severely degraded performance
 - Data loading errors
 - Functionality unavailable but the system is able to operate in a restricted fashion.

Severity Level 3 Minimum Business Impact

- Product features are unavailable, but a workaround exists, and the majority of software functions are still useable. Minor function/ feature failure that the LICENSEE can easily circumvent or avoid. LICENSEE's work has minor loss of operational functionality with minimal performance degradation.
- Severity Level 3 problems could have the following characteristics:
 - Data Manipulation
 - Data Configuration
 - Solutions to third part application errors
 - Errors in existing reports

Severity Level 4 Negligible Business Impact

- Product features are unavailable but does not impact core business functions. There is no performance degradation. Cosmetic or insignificant failures that have very little impact on workflows. LICENSEE's work has very limited loss of operational functionality.
- Severity Level 4 problems could have the following characteristics:
 - Captions or labels that are incorrect
 - User interface is not optimal
 - User inquiries on software usability

Severity Level 5 Feature Request

- New feature requests for additional functionalities that are currently not in the system. These feature requests are collected and evaluated for potential future builds/ releases.
- Severity Level 5 feature requests could have the following characteristics:
 - Optimization of workflows
 - Improvements on user interface
 - Additional features
 - Additional stock reports

Incident Response/Acknowledgement

NEXGEN shall use commercially reasonable efforts to meet the Response Targets set forth below. NEXGEN must calculate Response Targets as the difference between the time an incident is appropriately logged into the NEXGEN Ticketing System Portal and the time of NEXGEN's first value-added communication. The service level metrics for NEXGEN's incident response times are as follows:

Incident Severity Level	NEXGEN Incident Response Time
1 - Critical Business Impact	Within 60 Minutes
2 - Significant Business Impact	Within 60 Minutes
3 - Minimum Business Impact	Within 60 Minutes
4 - Negligible Business Impact	Within 1 Business Day
5 - Feature Requests	Within 2 Business Days

Incident Resolution

A resolution can be, without limitation, an answer that resolves a Support incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the criticality of the Support incident. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within NEXGEN and the Licensee. The nature of this process makes providing specific target resolution times difficult. As NEXGEN progresses through the troubleshooting process in an effort to resolve the issue, NEXGEN works to provide regular updates and strives to allow Licensee to continue doing business. The service level metrics for NEXGEN's incident resolution times are as follows:

Incident Severity Level	NEXGEN Incident Resolution Time (1)(2)
1 - Critical Business Impact	Within 24 Hours
2 - Significant Business Impact	Within 48 Hours
3 - Minimum Business Impact	Within 72 Hours
4 - Negligible Business Impact	Next build
5 - Feature Requests	Will be evaluated for future builds

(1) For mobile application bugs, it may take approximately 7 days for the App Store approval process to resolve issues.

(2) Incident resolution time will vary when NEXGEN is waiting on licensee for more information on a reported incident.

Escalation

Most Support incidents are best resolved through NEXGEN's standard operating procedures. If Licensee believes that a particular Support incident requires a higher level of attention, Licensee should contact the Director of Technology and request that a Support Manager become involved. Escalation or routing of Support incidents outside of standard procedures is reserved for issues that warrant a higher degree of attention, and such escalation is not

appropriate for all Support incidents. If escalation is requested, NEXGEN will notify the appropriate Support Manager. The Support Manager will act promptly to assess the situation, contact Licensee to discuss a resolution plan, identify required resources, and implement the agreed upon resolution plan.

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Exhibit 3: Service Fees

Service and Support Fees

The annual maintenance and support fees include all the upgrades and technical support. NEXGEN has 2 major releases a year in April and October and potentially 2-4 additional mini releases to resolve bugs and improvements.

Annual SaaS Fees

The Software-As-A-Service (SaaS) will be hosted by Amazon Web Services. The software cost will be billed when the City goes live on NEXGEN. This fee includes three environments during implementation (testing, training and live). The testing environment is used for user acceptance testing during the testing task. The training environment is used for the pre-deployment training until two months after deployment. If the LICENSEE would like to keep the training environment active beyond two months after deployment, it would cost \$1,000 per month. The live environment will be active when the project begins and will be used for all data migrations and configurations.

SaaS Modules	Concurrent Licenses	Annual Maintenance and Service Fee				
		Year 1	Year 2	Year 3	Year 4	Year 5
NEXGEN Cloud 880 (8TB/80GB)	200	\$160,000	\$168,000	\$176,400	\$185,220	\$194,481
NEXGEN 311 Service Request Portal	Unlimited	\$15,000	\$15,750	\$16,375	\$17,364	\$18,232
NEXGEN Contractor Portal	Unlimited	\$15,000	\$15,750	\$16,375	\$17,364	\$18,232
Total – Hosted Modules		\$190,000	\$199,500	\$209,150	\$219,948	\$230,945

Implementation Services Fees

Implementation	One-Time Fee
Project Management	\$61,400
User Requirements	\$58,760
Configuration	\$121,000
Testing	\$28,160
Data Migration	\$73,040
Training	\$50,320
311 Portal and Mobile App	\$25,000
Subtotal – Implementation	\$417,680
Integrations	
ESRI ArcGIS	\$19,888
Munis ERP	\$49,720
FuelMaster	\$14,916
Microsoft Office	\$0.00
Subtotal – Integrations	\$84,524
Total Implementation Services (One-Time Fee)	\$502,204

Total Cost

Description	One-Time Fee	Annual Maintenance and Service Fee				
		Year 1	Year 2	Year 3	Year 4	Year 5
SaaS Modules	\$0.00	\$190,000	\$199,500	\$209,150	\$219,948	\$230,945
Implementation Services	\$502,204	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$502,204	\$190,000	\$199,500	\$209,150	\$219,948	\$230,945
5 Yr Grand Total = \$1,551,747						

Exhibit 4: Certificate of Insurance



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

October 19, 2021

For Informational Purposes
4010 LENNANE DR
SACRAMENTO CA 95834-2948

Account Information:

Policy Holder Details :	NEXGEN UTILITY MANAGEMENT INC
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Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (888) 242-1430
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

WLTR005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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

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

PRODUCER USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 242-1430 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:
INSURED NEXGEN UTILITY MANAGEMENT INC 4010 LENNANE DR SACRAMENTO CA 95834-2948	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000 INSURER B: Property and Casualty Insurance Company of Hartford 34690 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability			65 SBA AB5757	05/18/2021	06/18/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:						
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			65 SBA AB5757	06/18/2021	06/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR CLAIMS-MADE DED ☒ RETENTION \$ 10,000			65 SBA AB5757	06/18/2021	06/18/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65 WEC RU4904	05/18/2021	06/18/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	FAILSAFE TECHNOLOGY E OR O			65 SBA AB5757	06/18/2021	06/18/2022	Each Glitch Aggregate \$3,000,000 \$3,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER For Informational Purposes 4010 LENNANE DR SACRAMENTO CA 95834-2948	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Costaredda</i>
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ACORD 25 (2016/03)

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Exhibit 5: Information Systems Security Certificate



CERTIFICATE OF REGISTRATION

Information Security Management System

ISO/IEC 27001:2013

This is to certify that the Information Security Management System of:
NEXGEN Asset Management
4010 Lennane Drive
Sacramento, California 95834

Conforms with the requirements of ISO/IEC 27001:2013 for the scope listed below:

People, processes, and technology owned and controlled by NEXGEN Asset Management that supports NEXGEN's asset management software development, implementation, and support services performed out of the Sacramento, California headquarters.

Certificate Number: ISMS-NE-112220
Issue Date: 11/22/2020

Statement of Applicability: V2.0 (9/4/2020)
Expiry Date: 11/22/2023

Issued by:

EVP, Compliance Services



This certificate was issued electronically and is bound by the terms and conditions set forth in the agreement. Further clarification regarding the scope of this certificate and applicability to the ISO/IEC 27001:2013 standard may be obtained at www.a-lign.com.
A-LIGN Headquarters: 400 N. Ashley Dr. Suite 1325 Tampa, Florida 33602 Tel: 888-702-5446

City of Mobile and NEXGEN AM Software License Agreement

Final Audit Report

2021-10-21

Created:	2021-10-21
By:	Scott Kearney (kearney@cityofmobile.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMwMYraPMHcWOFc-J3b6P1WPT5iEf5o-Y

"City of Mobile and NEXGEN AM Software License Agreement" History

-  Document created by Scott Kearney (kearney@cityofmobile.org)
2021-10-21 - 5:26:06 PM GMT- IP address: 76.8.254.3
-  Document emailed to Vincent Yee (vyee@nexgenam.com) for signature
2021-10-21 - 5:28:29 PM GMT
-  Email viewed by Vincent Yee (vyee@nexgenam.com)
2021-10-21 - 6:03:39 PM GMT- IP address: 172.225.89.77
-  Document e-signed by Vincent Yee (vyee@nexgenam.com)
Signature Date: 2021-10-21 - 9:06:55 PM GMT - Time Source: server- IP address: 50.200.182.10
-  Agreement completed.
2021-10-21 - 9:06:55 PM GMT



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for bunker gear and boots for MFRD.

EMS Expense account and General Fund.

Amount of Contract:

\$146,460.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230627 Sunbelt Agenda Package POs	Cover Memo	6/27/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/29/2023 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11325</u>	2023	(1510) FIRE ADMINISTRATION	35 SETS OF FIRE BUNKER GEAR AND 27 PAIR LEATHER FIRE BOOTS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$146,460.00	(198904) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011325-00 FY 2023 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/23	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER HGAC BUY CONTRACT EE08-19 AND YOUR QUOTE Q-12375 FIRE COAT SHORT LENGTH, MFD/NFPA SPECS, CROSSTECH MOISTURE BARRIER, TRI COLOR FDNY REFLECTIVE TRIM. RADIO POCKET LEFT CHEST, MFRD ON BACK, HUNG LETTER PATCH, COLORS AS STATED. VENDOR TO PROVIDE GLOBE G-XCEL. Additional Description Notes	35.00 EACH	2069.00000	72415.00
--	---------------	------------	----------

VENDOR TO PROVIDE GLOBE G-XCEL GLDC364-J
 Vendor Item
 Inventory Item/Loc 4267

1 6120.70.15.0000.0000.1510.0000.0000.44020.	72415.00
--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011325-00 FY 2023 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	FIRE TURNOUT/BUNKER PANT, HIGH WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORDER ADJUSTMENT "H" STYLE SUSPENDERS. VENDOR TO PROVIDE GLOBE G-GPS. Additional Description Notes ----- VENDOR TO PROVIDE GLOBE GLFC364-J Vendor Item Inventory Item/Loc 4268	35.00 EACH	1672.00000	58520.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			58520.00

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 00011325-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/22/23	198904				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
003	BOOTS FIRE, LEATHER, PULL ON, BLACK. VENDOR TO PROVIDE GLOBE 1201420.	27.00	575.00000	15525.00
	Additional Description Notes			

VENDOR TO PROVIDE GLOBE 1201400
Vendor Item
Inventory Item/Loc 13931

1	6120.70.15.0000.0000.1510.0000.0000.44020.	15525.00
---	--	----------

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total	146460.00
-------------------	-----------

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
FIRE SUPPRESSION DIV EXP	58520.00	2394694.94
OPERATING SUPPLIES		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011325-00 FY 2023 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 4
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/23	198904				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	87940.00	2394694.94
EMERGENCY MEDICAL SVCS EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Unknown	06/27/23	SANDRA LEWIS	
Approved	06/27/23	DONALD ROSE	Auto approved by: 910518227
Approved	06/27/23	SANDRA LEWIS	
Approved	06/27/23	JOHN PAINE	Auto approved by: 910518227
Approved	06/27/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature



Product Information

Product Description

Globe G-Xcel 2023

Manufacturer

Globe

Contract

EE08-19 Emergency Medical & Rescue Equipment

Discount

25

Keyword(s)

Bunker/Wildland Rescue Gear

Product Code

EE19LFG

Contract Category

Emergency Equipment & Supplies

Price Unit

EA

[View Catalog](#)

Vendors Offering This Product

Air One Equipment, Inc.

Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Kevin Kreuger
kevin.kreuger@macqueengroup.com
Phone: 651-464-1010
Fax: 651-404-1011

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Dale Trettel
dale.trettel@macqueengroup.com
Phone: 612-710-4068
Fax: 651-645-6668

Witmer Public Safety Group

Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Allsource Enterprise LLC dba Safe Industries

Randy Porter
randy@safeindustries.com
Phone: 864-920-0120
Fax: 864-845-7176

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Andy Branscum
andy.branscum@macqueengroup.com
Phone: 636-239-3867
Fax: 636-239-7830

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484
Fax: 251-928-9933

Sunbelt Fire, Inc.

Curtis Gho
cgho@sunbeltfire.com
Phone: 251-929-9558
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

[Return to Products & Services](#)

[View This Contract](#)

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

Phone: 1-800-926-0234
Fax: 713-993-4548

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027



Product Information

Product Description

Globe Footgear 2023

Manufacturer

Globe

Contract

EE08-19 Emergency Medical & Rescue Equipment

Discount

25

Keyword(s)

Bunker/Wildland Rescue Gear

Product Code

EE19LFI

Contract Category

Emergency Equipment & Supplies

Price Unit

EA

[View Catalog](#)

Vendors Offering This Product

Air One Equipment, Inc.

Martin Svihra
msvihra@aone.net
Phone: 847-289-9000
Fax: 847-289-9001

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group

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kevin.kreuger@macqueengroup.com
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Fax: 651-404-1011

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dale.trettel@macqueengroup.com
Phone: 612-710-4068
Fax: 651-645-6668

Witmer Public Safety Group

Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Allsource Enterprise LLC dba Safe Industries

Randy Porter
randy@safeindustries.com
Phone: 864-920-0120
Fax: 864-845-7176

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Andy Branscum
andy.branscum@macqueengroup.com
Phone: 636-239-3867
Fax: 636-239-7830

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484
Fax: 251-928-9933

Sunbelt Fire, Inc.

Curtis Gho
cgho@sunbeltfire.com
Phone: 251-929-9558
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

[Return to Products & Services](#)

[View This Contract](#)

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

Phone: 1-800-926-0234
Fax: 713-993-4548

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Rachel Laurie Riddle
Chief Examiner

October 1, 2022

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC 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.

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council (“H-GAC”), 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 H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department’s review, the competitive bid process used by H-GAC 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 H-GAC, 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 H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC’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:7/18/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To install new 20 HP shaft motor and vertical turbine pump at the Mobile Museum of Art

Amount of Contract:

\$16,674.00

Funding Source

Project # Mobile Museum of Art - Cooling Tower
Pump Replacement MU-056-23

Discretionary Funds

Project String C0773 - Museum of Art HVAC
Upgrades (20002000-48010)

Contract Number:4510

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
MU-056-23 Mobile Museum of Art - Cooling Tower Pump Replacement	Cover Memo	6/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/22/2023 - 2:00 PM
Capital	Rhodes, Brenda	Approved	6/22/2023 - 2:21 PM
Legal	Kern, Chris	Approved	6/22/2023 - 2:54 PM
Mayors	Montgomery, Brandi	Approved	6/29/2023 - 2:34

Office

PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

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

Name of Company: MORROW WATER TECHNOLOGIES, INC.

Project Name: MOBILE MUSEUM OF ART –
COOLING TOWER PUMP

Project Number: MU-056-23

Amount: \$16,674.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MUSEUM OF ART HVAC UPGRADES

CAPITAL PROJECT #: C0773 (20002000-48010)

CONTRACT AMOUNT: \$16,674.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-056-23

PROJECT DESCRIPTION: INSTALL NEW 20 HP SHAFT MOTOR & VERTICAL TURBINE PUMP AT THE MOBILE MUSEUM OF ART (4850 MUSEUM DRIVE).

VENDOR NAME: MORROW WATER TECHNOLOGIES, INC.

VENDOR NUMBER: 297637

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: 6/20/2023

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



This Agreement made and entered into this _____.

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

And the **Contractor:** Morrow Water Technologies, Inc
5465-2 Business Parkway
Theodore, Alabama 36582

City Business License No.: 97399

Secretary of State Registration No.: 000-136-751

For the following **Project:** Mobile Museum of Art Cooling Tower Pump

4850 Museum Drive
Mobile, Alabama 36608

Project Number: MU-056-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A", and is hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Sixteen Thousand Six Hundred Seventy-four and no/100 Dollars (\$16,674.00).

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

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within ninety eight (98) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

B. Comprehensive General Liability Insurance:

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

2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /\$2,000,000 Aggregate on a "Per Project" Basis.
 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

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

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

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

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

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

3.6 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur

with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

- 3.7 INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.8** 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.
- 3.9** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.10** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.11 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.12 METHOD of PAYMENT:** Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.13 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.

3.14 PROJECT COMPLETION

Upon completion of the Project, the Contractor shall:

(a) Submit Notice of Final Completion of the contract to the Owner for Posting on City of Mobile Bulletin Board.

(b) Publish Notice of Completion of the Contract advertisement that shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Morrow Water Technologies has completed the contract for Mobile Museum of Art Cooling Tower Pump, Project # MU-056-23, 4850 Museum Drive, Mobile, Alabama 36608. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

Contractor shall provide proof of publication to the Contract Administrator within five working days of publication.

(c) Provide "Affidavit of Payment of Debts and Claims" certifying under oath that all bills have been paid in full.

(d) Provide manufacturer's warranties, and a one-year labor and materials warrantee from their company.

Final settlement may be made at any time one week after the Notice of final Completion has been posted by the City of Mobile, proof of publication of the Notice of Final Completion has been received by the Owner, and all applicable Close Out documents have been received and approved.

4.0 DISPUTE RESOLUTION

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

5.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not

the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

6.0 NONDISCRIMINATION

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

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

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

8.0 SEVERABILITY CLAUSE

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

9.0 IMMIGRATION LAWS

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

10.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:

CONTRACTOR: Morrow Water Technologies, Inc.

Brian Collins

By Signature

Brian Collins--Vice-President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF SHELBY

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Brian Collins as Vice-President of Morrow Water Technologies, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this Fourteenth day of June, 2023.

Hannah M. Smith
NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A"
SCOPE OF WORK

Mobile Museum of Art
Cooling Tower Pump Replacement
MU-056-23

Scope of Work: The Work involves the furnishing of all labor, materials, tools and equipment necessary to remove existing and install one (1) 20 hp cooling tower pump.

General

1. Contractor shall coordinate all work sequences with the City's Facility Maintenance Department and Mobile Museum of Art Maintenance Staff.
2. The Contractor is responsible for any damage to the facility and shall make any necessary repairs. All costs of repairs shall be paid by the Contractor.
3. Provide all necessary labor and equipment to remove existing 20 HP hollow shaft motor and vertical turbine pump.
4. Install new, 20 HP shaft motor and vertical turbine pump and test
5. Start Pump and ensure proper operation.
6. Contractor shall maintain a clean job site and dispose of all debris and trash off site.



Alabama Secretary of State



Morrow Water Technologies, Inc.	
Entity ID Number	000 - 136 - 751
Entity Type	Domestic Corporation
Principal Address	BIRMINGHAM, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	04/27/1990
Registered Agent Name	MORROW, GORDON JR
Registered Office Street Address	7450 CAHABA VALLEY RD BIRMINGHAM, AL 35242
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	\$50,000
Capital Paid In	---
Incorporators	
Incorporator Name	BRANDT, MICHAEL J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2019 2020 2021 2022
Transactions	
Transaction Date	03/27/2002
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	06/29/2006
Miscellaneous Filing Entry	STATEMENT OF CANCELLATION OF SHARES OF COMMON STOCK
Transaction Date	01/09/2009
Legal Name Changed From	Graves Service Co., Inc.
Transaction Date	01/12/2009

Morrow Water Technologies, Inc.	
Registered Agent Changed From	BRANDT, MICHAEL J 1100 FINANCIAL CENTER BIRMINGHAM, AL 35203
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/27/1990 Certificate of Formation 15 pgs.
Document Date / Type / Pages	03/27/2002 Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	06/29/2006 Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	01/09/2009 Legal Name Change 3 pgs.
Document Date / Type / Pages	01/12/2009 Registered Agent Change 1 pg.

New Search

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Brian Collins	Vice-President
Signature	Date
	6/14/23
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Morrow Water Technologies, Inc.
Company Facility Address:	7440 Cahaba Valley Road Birmingham, AL 35242
Company Alternate Address:	
County or Parish:	Shelby

Employer Identification Number:	63-102183						
North American Industry Classification Systems Code:	333						
Parent Company:	Brownlee-Morrow Enterprises, Inc.						
Number of Employees:	20-99						
Number of Sites Verified for:	2						
Are you verifying for more than one site? Yes If yes, please provide the number of sites verified for in each State: <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td>AL</td> <td>2</td> <td>Birmingham and Theodore</td> </tr> </tbody> </table>		State	Number of sites	Site(s)	AL	2	Birmingham and Theodore
State	Number of sites	Site(s)					
AL	2	Birmingham and Theodore					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Chris Hay, President
Telephone Number:	205-408-6677
Fax Number:	205-408-6690
E-mail Address:	chay@morrowwater.com

Name:	Brian Collins, Vice-President
Telephone Number:	205-408-6684
Fax Number:	205-408-6690
E-mail Address:	bcollins@morrowwater.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2023

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

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

PRODUCER
McGriff Insurance Services, LLC
P.O. Box 10265
Birmingham, AL 35202

CONTACT
NAME: Shanna Sibley
PHONE (A/C, No, Ext): 1-800-476-2211
E-MAIL: ssibley@mcgriff.com
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :ALSIWCF/Mid West Employers Casualty (23612)

INSURER B :The Continental Insurance Company

35289

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Morrow Water Technologies Inc
c/o Brownlee Morrow Company Inc
P O Box 380008
Birmingham, AL 35238

COVERAGES

CERTIFICATE NUMBER:W67M93PJ

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X X	7015480055	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X X	7015480041	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS	X X	7015480069	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Member#101487 PTAL1290001 "This policy is for Alabama operations only. This policy covers only employees who are subject to the Alabama Workers Compensation Law."	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$

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

City of Mobile is included as Additional Insured on a Primary NonContributory Basis under the General Liability, Auto Liability and Excess Liability as required by written contract. A Waiver of Subrogation applies in favor of the Additional Insureds under the General Liability, Auto Liability and Excess Liability as required by written contract. The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
Building Services Department
PO Box 1627
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



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide elevator & escalator service & preventative maintenance at various City of Mobile facilities

Amount of Contract:

\$114,720.00 first year

Funding Source

Project # Elevator & Escalator Service &
Preventative Maintenance at various City of Mobile facilities SC-019 **Discretionary Funds**

Project String Refer to Comments section **Contract Number:**

Budget Amendment REDUCE INCREASE

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-019-23 Elevator & Escalator Service & Preventative Maintenance at various City of Mobile facilities	Cover Memo	6/26/2023
corrected resolution	Cover Memo	6/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	6/26/2023 - 5:13 PM

Budget	Sapp, Celia	Approved	6/27/2023 - 1:08 PM
Legal	Kern, Chris	Approved	6/27/2023 - 4:51 PM
Legal	Kern, Chris	Approved	6/27/2023 - 4:52 PM
Mayors Office	Montgomery, Brandi	Approved	6/29/2023 - 2:34 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: KONE INC.

Project Name: ELEVATORS & ESCALATORS –
SERVICE AND PREVENTATIVE MAINTENANCE AT
VARIOUS CITY OF MOBILE FACILITIES
(3-YEAR SERVICE CONTRACT)

Project Number: SC-019-23

Amount:	\$ 114,720.00	FIRST YEAR ONLLY
	120,516.00	SECOND YEAR ONLY
	126,600.00	THIRD YEAR ONLY
	<u>\$ 361,836.00</u>	TOTAL AMOUNT OF CONTRACT

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 20_____,

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:** KONE Inc.

ADDRESS: 30604 SGT. E.I. "Boots" Thomas Drive
Spanish Fort, Alabama 36527

PHONE: (251) 661-7522

City of Mobile License Number: **336850**

City of Mobile Vendor Number: **273592**

for the following **PROJECT**:

PROJECT NAME: SERVICE CONTRACT – ELEVATORS & ESCALATORS
SERVICE & PREVENTATIVE MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-019-23

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 for all elevators and all escalators service and preventative 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:

Year 1 – Initial Term:	\$ 114,720.00
Year 2 – 1 st Additional Term:	\$ 120,516.00
Year 3 – 2 nd Additional Term:	\$ 126,600.00
Total:	\$ 361,836.00

Total Contract Sum:

Three Hundred Sixty-One Thousand Eight Hundred Thirty-Six and 00/100 Dollars

(Amount in Words)

(\$ 361,836.00)

(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.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

3.2 Schedule of Values

Basic Services:

Location	Year 1 – Monthly	Year 1 – Total	Year 2 – Monthly	Year 2 – Total	Year 3 – Monthly	Year 3 – Total	Annual Totals
200 Government St.	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Ben May Main Library	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$3,068.00
Gulf Coast Exploreum	\$443.00	\$5,316.00	\$465.00	\$5,580.00	\$488.00	\$5,856.00	\$16,752.00

GulfQuest Maritime Museum	\$531.00	\$6,372.00	\$558.00	\$6,696.00	\$586.00	\$7,032.00	\$20,100.00
Harmon Recreation Center	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
History Museum of Mobile	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Joe Jefferson Playhouse	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
Library Administration Building	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Civic Center	\$213.00	\$2,556.00	\$224.00	\$2,688.00	\$235.00	\$2,820.00	\$8,064.00
Mobile Convention Center	\$4,029.00	\$48,348.00	\$4,230.00	\$50,760.00	\$4,442.00	\$53,304.00	\$152,412.00
Mobile Municipal Archives	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Museum of Art	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Mobile Police Department Headquarters	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Police Special Operations	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Technology Center	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile, Alabama Cruise Terminal	\$2,449.00	\$29,388.00	\$2,572.00	\$30,864.00	\$2,700.00	\$32,400.00	\$92,652.00
Tardy Cottage	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
West Regional Library	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Totals:	\$9,560.00	\$114,720.00	\$10,043.00	\$120,516.00	\$10550.00	\$126,600	\$361,836.00

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: \$297.00 per hour; Year 2: \$302.00 per hour; Year 3: \$307.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: \$420.00 per hour; Year 2: \$430.00 per hour; Year 3: \$440.00 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: \$490.00 per hour; Year 2: \$500.00 per hour; Year 3: \$510.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

Service/Truck Charge: \$0.00 per quarter hour (Not to exceed a half hour of travel time)

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. General Conditions, dated March 22, 2023	9 pages
2. Bid Form, dated _____	5 pages
3. Specifications, dated March 22, 2023	
Scope of Work	9 pages
Exhibit A – Locations	2 pages
4. This Instrument (Agreement)	8 pages
5. Secretary of State Documentation	3 pages
6. E-Verify Documentation	2 pages
7. Certificates of Insurance with Endorsements	13 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.

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. Sampson
Mayor, City of Mobile

SERVICE CONTRACTOR
KONE, Inc.

Signature

John L. Muncie General Manager
Printed Name and Title

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared John L. Muncie as GM of KONE 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 23rd day of May 2023.

Vicki L. Bushey
NOTARY PUBLIC

My Commission Expires: 9-29-2024

END OF SECTION



SCOPE OF WORK
SC-019-23
March 22, 2023

1. GENERAL REQUIREMENTS:

1.1 Description of Scope of Work.

1.1.1 Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools, insurance, and equipment for the complete service and preventative maintenance repairs of all City of Mobile elevators and escalators as listed in Exhibit A - Locations, and as required for the continuous and efficient operation of elevators in accordance within the terms of this Contract.

1.2 Coordination

1.2.1 Coordinate all work with the City of Mobile, Building Service Department, Service Contract Administrator or other Building Service Department authorized representative (hereafter referred to as Service Contract Administrator). A minimum of forty-eight (48) hours advance notice of inspection and repairs shall be given.

1.2.2 All Work shall be scheduled to minimize the disturbance and interruption of elevator service to the individual department and general public.

1.2.3 At the beginning of each yearly contract period, the Service Contractor shall submit a proposed monthly service schedule, with suggested dates and times for each elevator/facility, to the Service Contract Administrator. The Service Contract Administrator will coordinate this schedule with the individual City of Mobile departments and will return an approval, with revisions as required, to the Service Contractor for his use in scheduling monthly service.

1.2.4 Prior to each scheduled monthly maintenance service, the Service Contractor shall contact the Service Contract Administrator, to confirm the date and time for each service. The Service Contract Administrator will advise the Service Contractor if the service will need to be rescheduled for any reason.

1.3 Quality Assurance

1.3.1 For all work performed under this Section, use only skilled certified technicians who are thoroughly trained and experienced in maintaining the type of equipment listed. Technicians shall be properly supervised.

1.3.2 Use products manufactured by companies regularly engaged in the business of manufacturing elevator equipment for the type/manufacturer of elevators and escalators, as specified.

1.3.3 Service Contractor shall have a branch office located within the Mobile, Alabama metropolitan area (Mobile or Baldwin Counties) staffed by a technician or technicians as specified under 1.3.1 above, with the ability to respond to an emergency call.

1.3.4 Service Contractor shall have at least 3 years' experience in maintaining the type of equipment listed.

1.4 Submittals

1.4.1 Inspection/Service Reports:

A. At the completion of each service call, the Service Contract technician shall complete an inspection/service report indicating all items inspected, items repaired, items requiring a follow up inspection or repair, and any item requiring service that is not covered under the terms of this Contract. ALL such reports shall be approved and signed by the Service Contract. All invoices for payment shall include a copy of all Inspection/Service Reports covered under that invoice.

B. The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

1.5 Scope of Work

1.5.1 Service Contractor agrees to accept all elevators and escalators in "as is" condition.

1.5.2 Scheduled Maintenance: Service Contractor shall perform monthly maintenance visits to examine, maintain, adjust, and lubricate elevator, escalator, and handicapped lift components. Scheduled maintenance shall include:

A. Cleaning: Complete and continued cleaning of all parts of elevator and escalator equipment and all areas in which the equipment is operating such as; elevator machine room, hoist way pits, cars, separator beams, guide rails, and drip pans, and escalator handrail, drive components, step, chain, and gear case.

B. Adjustments: All components such as brakes, cables, drive equipment, escalator chain, gears and all safety devices, and doors shall be adjusted within the manufacturer's recommended specification limits. All fluids shall be maintained at the proper levels, per manufacturer's recommendations.

C. Lubrication: All moving parts shall be lubricated with the appropriate quantities of manufacturer's recommended lubricant, and per the manufacturer's recommended frequencies.

D. Additional Maintenance: Any additional maintenance not specifically mentioned in this Scope of Work but required for proper functioning of elevators and escalators shall be performed.

1.5.3 Repair or Replacement of Components:

A. General: When components are worn beyond a safe level of dependable service, the Service Contractor shall repair or replace the defective components in accordance with the following:

B. Components covered under this Contract: Service Contractor shall repair or replace defective components as listed below at no charge to the Owner:

1. Hydraulic Elevators

- a) **Relay logic control system:** All control system components.
- b) **Microprocessor control system:** All control system components.
System performance examinations will be conducted to ensure that dispatching and motion control system are operating properly.
- c) **Power unit:** Pump, motor, valves, and all related parts and accessories.
- d) **Hydraulic system accessories:** Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
- e) **Car equipment:** All elevator control system components on the car.
- f) **Wiring:** All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- g) **Hoistway and pit equipment:** All elevator control equipment and buffers.
- h) **Rails and guides:** Guide rails, guide shoe gibs, and rollers.
- i) **Door equipment:** Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- j) **Manual freight door equipment:** Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.
- k) **Power freight door equipment:** Controller, relays, contractors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
- l) **Signals and accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment, all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment, and re-lamping of signal fixtures.

2. Traction Elevators

- a) **Relay logic control system:** All control system components.
- b) **Microprocessor control system:** All control system components.
System performance examinations will be conducted to ensure that dispatching and motion control system are operating properly.
- c) **Geared/gearless machines:** All geared and gearless machine components.
- d) **Ropes:** Hoist ropes, governor ropes, and compensation ropes.
- e) **Car equipment:** All elevator control system components on the car.
- f) **Wiring:** All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- g) **Hoistway and pit equipment:** All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.
- h) **Rails and guides:** Guide rails, guide shoe gibs, and rollers.
- i) **Door equipment:** Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- j) **Manual freight door equipment:** Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.
- k) **Power freight door equipment:** Controller, relays, contractors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
- l) **Signals and accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment, all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment, and re-lamping of signal fixtures.

3. Escalators

- a) Check the general operation of the escalator, adjust and lubricate the components listed below:
 - 1) All control system components.

- 2) All drive machine components, the gear case should be drained and flushed as needed to remove sediment and grit and refilled with new oil.
- 3) All control wiring and all power wiring from the equipment input terminals to the motor.
- 4) Handrail and all handrail drive components.
- 5) Missing step detector, handrail speed detector, handrail inlet switches, step up thrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.
- 6) All step chains, guidance and alignment components and demarcation lights. Balustrades and decks should be examined and aligned, adjusted and fastened as needed.

4. Handicapped Lift / Other

- a) Oil and lubricate every six months to insure smooth and quiet operation.

C. Components NOT covered under 1.5.3, B., above: If the Service Contractor determines that there are parts or equipment needing repair or replacement that are NOT covered under the terms of this Contract, the Service Contractor shall provide the Service Contract Administrator with a list of parts, equipment and/or service required. Service Contract Administrator shall make provisions to obtain the necessary parts/equipment and/or authorize service in accordance with City of Mobile Purchasing and State of Alabama Bid Law requirements.

D. All defective components covered under the terms of this Contract shall be repaired or replaced as required, with minimum delay and inconvenience to the individual department or the general public.

E. All defective components to be replaced by Service Contractor shall be inspected by the Service Contract Administrator prior to being removed from the work site.

1.5.4 Testing:

A. Service Contractor shall test monthly for proper operation of all safety features of elevators, including Fire Department service and other special controls.

B. Service Contractor shall test annually for the following:

1. Examine all safety devices and governors.
2. Electrically test the car balance.
3. Test elevator speed.
4. Perform a load test of the safety mechanisms, overhead speed governors and counterweight buffers.

5. Test emergency phone for monitor.

C. The testing of safeties on all traction elevators shall be in accordance with Rule 1001-4A of the American National Standard Safety Code (ANSI, A17-1-2971).

1.5.5. Basic Performance Requirements:

A. Electric elevators shall be adjusted to meet established performance standards and Service Contractor shall maintain these standards throughout the performance period of the Contract.

1.6 Additional Services

1.6.1 Additional services will include services which are supplemental to those listed above.

2. EXCLUSIONS FROM SCHEDULED MAINTENANCE SERVICES

2.1 Scheduled Maintenance Services shall not include the maintenance, repair, or replacement of the following:

2.1.1 Elevator car enclosures, host way enclosures, host way door panels, frames and sills, and lighting.

2.1.2 Hydraulic elevator buried cylinders and piping.

2.1.3 Damage caused by acts of God or obvious abuse such as "Vandalism".

2.1.4 Obsolete parts/components which are no longer available. Service Contractor shall make every reasonable effort to repair or replace the obsolete part-component. Service Contractor shall notify the Service Contract Administrator, in writing, of an obsolete part/component, describing the reason for the obsolescence declaration and the recommended remedy. Without the obsolescence declaration by the Service Contractor, and approval of the Service Contract Administrator, the part/component will remain the full responsibility of the Service Contractor.

3. PERFORMANCE OF CONTRACTOR

3.1 General

3.1.1 All work shall be performed in timely, neat, and orderly manner by skilled and certified/competent elevator/escalator workers. The Owner may refuse to accept work or workers who do not meet these standards. Service Contractor shall be responsible for any damage caused by its operations and shall repair or replace said damage, as directed by the Owner, within a reasonable time.

3.2 Down Time

3.2.1 If an elevator or escalator is inoperative for more than fifteen (15) minutes, Service Contractor shall post at each entrance a neat and clearly legible sign indicating that the equipment is inoperative with an "estimated time" that the elevator or escalator will be returned to service. All scheduled down time shall be presented to the Owner for approval a minimum of forty-eight (48) hours prior to shut down.

3.2.2 Unscheduled down time shall be minimized. Service Contractor shall make every effort to bring elevators on-line as quickly as possible. The Owner estimates that the most severe elevator/escalator malfunction will be three (3) days of down time. Outages for routine failures shall be rectified on the same business day as reported by the Owner.

3.2.3 Immediately upon returning an elevator or escalator to service, the technician shall contact the Service Contract Administrator to inform them that the unit is back in service.

3.3 Callbacks

3.3.1 Service Contractor shall provide prompt service in the event of improper functioning of elevators twenty-four (24) hours per day, seven (7) days per week. Call backs performed during regular service hours as described in 3.4, below, shall be performed at **“NO CHARGE”** to the Owner.

3.3.2 In the event of an emergency call where actual or imminent physical or psychological damage to the user of the elevator, Service Contractor shall respond within twenty (20) minutes of placement of the call by the Owner.

3.3.3 In the event of non-emergency calls, Service Contractor shall provide service within one and one half (1 ½) hours of placement of the call by the Owner. Upon approval by the Service Contract Administrator, additional time may be allowed.

3.3.4 Call backs for which the elevator or escalator is running upon arrival of the Service Contractor, and for which the Service Contractor is unable to determine a cause of failure shall be at **“NO CHARGE”** to the Owner.

3.3.5 In the event of a Call Back to the Mobile, Alabama Cruise Terminal (201 South Water Street, Mobile, AL 36602), Service Contractor shall be on-site no later than One (1) hour after notification by Owner.

3.4 Hours of Work

3.4.1 The Owner shall not prohibit Service Contractor from performing work herein during a normal work day. For the purpose of this provision a “normal work day” is defined as Monday through Friday, 8:00am to 5:00pm. If access is necessary at other times due to Owner requirements, the Service Contractor shall arrange a time with the Service Contract Administrator that is acceptable with the City Department in the facility where the elevator is located.

3.4.2 Overtime calls ARE NOT included in this Agreement. If an emergency or other unforeseeable situation should arise, or if Owner directs scheduled maintenance to be performed before 8:00 a.m. or after 5:00 p.m., Monday through Friday, or on weekends or holidays, the Service Contractor shall absorb the regular time portion of each overtime hour worked. The Owner will be charged only for the difference between the regular hourly billing rate and the overtime billing rate applicable for each overtime hour worked, in accordance with the regular and overtime billing rates as listed in the Agreement. If the Service Contractor “elects” to work overtime hours, no additional compensation will be paid by the Owner.

3.4.3 For purposes of scheduling service calls and establishing applicable overtime, the Service Contractor shall provide a list of the Service Contractor's declared holidays.

4. RECORDS

4.1 Maintenance Schedule

4.1.1 Service Contractor shall submit for approval by Owner, a proposed maintenance schedule within ten (10) days after award of the Contract. The maintenance schedule shall include all buildings covered under this Contract and shall specify dates of service to assure adequate planning and execution of the Work in this section.

4.1.2 The Service Contract Administrator shall review the maintenance schedule with the appropriate City departments and revise as required. All regular maintenance work shall be in accordance with the approved schedule. Any change shall be approved in advance by the Service Contract Administrator.

4.1.3 The work schedule shall be designed for each type of equipment to be serviced, such as hydraulic elevators, electric elevators/escalators, lifts, and shall conform to the manufacturer's recommended practice for the specific equipment concerned. The schedule shall show the type and frequency of service and lubrication proposed by the Service Contractor for the duration of the Contract.

4.1.4 Service Contractor shall keep the work schedule on display in each equipment room and perform regular maintenance service in accordance therewith. The posted schedule shall be of the chart type which shall be initialed by the Service Contractor when each scheduled inspection is performed.

4.2 Submittals

4.2.1. Inspection/Service Reports: At the completion of each service call, the service contract technician shall complete an inspection/service report indicating all items inspected, items repaired, items requiring a follow up inspection or repair, and any item requiring service that is not covered under the terms of this Contract. ALL such reports shall be approved and signed by the Service Contract Administrator. All invoices for payment shall include a copy of all Inspection/Service Reports covered under that invoice.

4.2.2 The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

4.3 Wiring and Construction Drawings

4.3.1 All changes in wiring or circuitry made by Service Contractor shall be properly recorded on a "Wiring and Construction drawing" supplied by the Owner, and shall include date of change and the name of person making changes.

5. STOCK OF MATERIALS

5.1 On-Site Stock

5.1.1 Service Contractor shall maintain in each machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers,

tubes, transformers, car and hall buttons, fuses, and other parts which are required for prompt replacement, together with an adequate supply of lubricants and wiping rags.

5.2 Off-Site Stock

5.2.1 In addition, Service Contractor shall maintain in Service Contractor's local facility, the following items.

- One (1) set of motor brushes and holders for each type of motor and generator.
- One (1) door operator motor of each elevator type used.
- Hanger sheaves for car and host way doors.
- Two (2) complete door interlocks.
- One (1) set of generator bearings for each type of generator.
- One (1) set of brake linings for each type of elevator brake.
- Parts for door protective devices.
- All other parts as needed to assure prompt replacement in the event of the shutdown of any elevator or escalator.

The Owner reserves the right to inspect Service Contractor's inventory if Owner deems such inspection is necessary.

6. MONITORING

6.1 Service Contractor shall provide 24 hour per day, seven days a week monitoring of all elevator emergency telephones. Upon receiving an emergency call, Service Contractor shall immediately dispatch service technician and contact Service Contract Administrator or other designated City personnel.

7. CLEANING

7.1 At the completion of maintenance work, the Service Contractor shall remove all parts, equipment, tools, and debris, and leave work areas clean.

8. GENERAL REQUIREMENTS

8.1 Contractor agrees that in the event that its failure to complete required repairs results in charges to the Owner for additional inspections by State of Alabama Elevator Inspector, Service Contractor shall be obligated to pay such charges and City shall have the right to deduct such charges from amounts otherwise owing to Service Contractor.

END OF SECTION

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 - ELEVATORS & ESCALATORS
- SERVICE & PREVENTATIVE MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-019-23

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 March 22, 2023; 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: KONE Inc.

ADDRESS: 30604 SGT. E. I. 'Boots' Thomas Dr. Spanish Fort, AL 36527

PHONE 251-661-7522

CITY OF MOBILE BUSINESS LICENSE NUMBER: 336850

CITY OF MOBILE VENDOR NUMBER: 273592

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(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, 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 Scope of Work**Basic Services:**

Year 1 - Initial Term:	\$114,720.00
Year 2 – 1 st Additional Term:	\$120,516.00
Year 3 - 2 nd Additional Term:	<u>\$126,600.00</u>
Total:	\$361,836.00

Total Base Bid (Year 1, 2, and 3 Total): Three Hundred Sixty One Thousand Eight Hundred Thirty-Six and 00/100 Dollars (\$361,836.00)

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.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

SCHEDULE OF VALUES**Basic Services:**

Location	Year 1-Monthly	Year 1-Total	Year 2-Monthly	Year 2-Total	Year 3-Monthly	Year 3-Total	Annual Total
200 Government St.	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Ben May Main Library	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$3,068.00
Gulf Coast Exploreum	\$443.00	\$5,316.00	\$465.00	\$5,580.00	\$488.00	\$5,856.00	\$16,752.00
Gulf Quest Maritime Museum	\$531.00	\$6,372.00	\$558.00	\$6,696.00	\$586.00	\$7,032.00	\$20,100.00
Harmon Recreation Center	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
History Museum of Mobile	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Joe Jefferson Playhouse	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
Library Administration Building	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00

Mobile Civic Center	\$213.00	\$2,556.00	\$224.00	\$2,688.00	\$235.00	\$2,820.00	\$8,064.00
Mobile Convention Center	\$4,029.00	\$48,348.00	\$4,230.00	\$50,760.00	\$4,442.00	\$53,304.00	\$152,412.00
Mobile Municipal Archives	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Museum of Art	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Mobile Police Department Headquarters	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Police Special Operations	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile Technology Center	\$107.00	\$1,284.00	\$113.00	\$1,356.00	\$119.00	\$1,428.00	\$4,068.00
Mobile, Alabama Cruise Terminal	\$2,449.00	\$29,388.00	\$2,572.00	\$30,864.00	\$2,700.00	\$32,400.00	\$92,652.00
Tardy Cottage	\$63.00	\$756.00	\$66.00	\$792.00	\$70.00	\$840.00	\$2,388.00
West Regional Library	\$319.00	\$3,828.00	\$335.00	\$4,020.00	\$352.00	\$4,224.00	\$12,072.00
Totals:	\$9,560.00	\$114,720.00	\$10,043.00	\$120,516.00	\$10,550.00	\$126,600.00	\$361,836.00

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: \$297.00 per hour; Year 2: \$302.00 per hour; Year 3: \$307.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: \$420.00 per hour; Year 2: \$430.00 per hour; Year 3: \$440.00 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: \$490.00 per hour; Year 2: \$500.00 per hour; Year 3: \$510.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

Service/Truck Charge: \$0.00 per quarter hour (Not to exceed a half hour of travel time)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:

Addendum Number #1 Dated:
April 5th 2023

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 to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/ she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

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: Infirmiry Health
Company Address: 1700 Springhill Ave Mobile AL 36607
Telephone: 251-458-3076 Email: JR Smith <jr.smith@infirmiryhealth.org
Type of Work: Hospital
Date(s): 6/2010 – Current

B. Reference #2:

Company Name: Springhill Medical Center
Company Address: 3684 Springhill Ave Mobile AL 36608
Telephone: 2514-460-5227 Email: Steve.Crenshaw@springhill.org
Type of Work: Hospital Date(s) 3/2009-current

B. Reference #3:

Company Name: City of Mobile
Company Address: P.O. Box 1827 Mobile. AL 36633
Telephone: 251-208-7639 Email: Thomasm@cityofmobile.org
Type of Work: Municipality
Date: 3/2010- 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: KONE Inc.

By _____

(Signature of Company Officer)

COMPANY OFFICER: John L. Muncie

TITLE General Manager

DATE: April 18, 2023

Sworn to and subscribed before me this April 18 Date 2023

Vicki L. Bushey
Notary Public

END OF SECTION

BID FORM
PAGES OF 5



BILLING BREAKDOWN SC-019-23

ELEVATORS & ESCALATORS SERVICE & PREVENTATIVE MAINTENANCE

3-YEAR SERVICE CONTRACT W/ KONE INC.

	2023-2024	2024-2025	2025-2026	
FACILITY	YEAR ONE	YEAR TWO	YEAR THREE	TOTAL CONTRACT
GulfQuest	\$6,372.00	\$6,696.00	\$7,032.00	\$20,100.00
Convention Center	\$48,348.00	\$50,760.00	\$53,304.00	\$152,412.00
Cruise Terminal	\$29,388.00	\$30,864.00	\$32,400.00	\$92,652.00
<u>Other Locations</u>	<u>\$30,612.00</u>	<u>\$32,196.00</u>	<u>\$33,864.00</u>	<u>\$96,672.00</u>
GRAND TOTALS:	\$114,720.00	\$120,516.00	\$126,600.00	\$361,836.00

CHARGE ACCOUNTS:

GulfQuest-	10044020-42140
Convention Center-	60806080-42200
Cruise Terminal-	60206020-42150
Other Locations-	10043037-42150

Please refer within this Contract Packet to the attached Bid Form for more information

EXHIBIT A - LOCATIONS

Facility Name	Facility Address	City	State	Zip Code	Equipment Type	Model	ALE ID	Speed	Openings	Capacity
200 Government Street	200 Government Street	Mobile	Alabama	36602	Elevator	ECD Hydro	36427	125	4	3,000
Alabama Cruise Terminal	201 S. Water Street	Mobile	Alabama	36602	Wheelchair Lift	Spectra Lift	21177	20	2	750
					Elevator	Inclinorator	21170	150	2	2,500
					Elevator	Inclinorator	21171	150	2	2,500
					Escalator	Kone	21175	90	2	5,000
					Escalator	Kone	21176	90	2	5,000
					Elevator	Kone	21171	150	4	3,500
					Elevator	Kone	21173	150	4	3,500
					Elevator	Kone	21174	150	4	3,500
Ben May Library	701 Government Street	Mobile	Alabama	36602	Elevator	Mowrey Hydro	33054	100	4	2,500
Gulf Coast Exploreum/IMAX	65 Government Street	Mobile	Alabama	36602	Wheelchair Lift	National VPL	12315	10	2	750
					Elevator	Mowrey Hydro	21215	150	2	3,000
					Elevator	Mowrey Hydro	21217	100	2	8,000
					Wheelchair Lift	National VPL	21218	10	2	750
					Elevator	Mowrey Hydro	21216	100	2	2,100
GulfQuest Maritime Museum	155 South Water Street	Mobile	Alabama	36602	Elevator	Otis Traction	57438	350	4	5,000
					Elevator	Otis Traction	57437	350	9	5,000
					Wheelchair Lift	Garaventa IPL	54081	10	2	750
Harmon Park	1611 Belfast Street	Mobile	Alabama	36605	Wheelchair Lift	Concord		20	2	750
History Museum of Mobile	111 South Royal Street	Mobile	Alabama	36602	Elevator	EC Hydro	18755	100	2	2,000
					Elevator	EC Hydro	20016	100	2	2,000
					Freight	Montgomery Hydro	18756	50	2	12,000
Information Technology (MIT)	651 Church Street	Mobile	Alabama	36602	Elevator	ECD Hydro	36178	80	2	2,500
Joe Jefferson Playhouse	11 South Carlen Street	Mobile	Alabama	36606	Wheelchair Lift	Concord	32899	20	2	750
Library Administration	700 Government Street	Mobile	Alabama	36602	Elevator	Dover Hydro	20011	100	2	2,000
Mobile Civic Center	401 Civic Center Drive	Mobile	Alabama	36602	Elevator	Kone	20012	80	2	2,500
					Freight	Kone	20013	50	2	8,000
					Escalator	Kone	20014	90	2	2,500
Mobile Convention Center	1 South Water Street	Mobile	Alabama	36602	Escalator	Montgomery	9303	90	2	8,000
					Escalator	Montgomery	9298	90	2	8,000
					Escalator	Montgomery	9304	90	2	8,000
					Escalator	Montgomery	9302	90	2	8,000
					Escalator	Montgomery	9297	90	2	8,000
					Escalator	Montgomery	9301	90	2	8,000
Mobile Museum of Art	4850 Museum Drive	Mobile	Alabama	36608	Elevator	Kone Hydro	20005	125	5	2,500
					Elevator	MEI Hydro	20004	150	3	3,500
					Freight	MEI Hydro	20006	50	3	12,000
MPD Headquarters	2460 Government Street	Mobile	Alabama	36606	Elevator	Montgomery Hydro	20010	100	4	2,500
MPD Special Operations	850 St. Anthony Street	Mobile	Alabama	36603	Elevator	Montgomery Hydro	32910	75	3	1,500
Municipal Archives	457 Church Street	Mobile	Alabama	36602	Elevator	Dover Hydro	20015	125	2	2,100
Tardy Cottage	104 S. Lawrence Street	Mobile	Alabama	36602	Elevator	Inclinorator	54255	30	3	500
West Regional Library	5555 Grelot Road	Mobile	Alabama	36609	Elevator	Montgomery Hydro	20009	125	2	5,000
					Elevator	Montgomery Hydro	20007	125	2	2,500
					Elevator	Montgomery Hydro	20008	125	2	2,500

NOTE: Service Contractor to verify building location, equipment type, and manufacturer.

END OF SECTION



Alabama Secretary of State



KONE Inc.	
Entity ID Number	000 - 854 - 806
Entity Type	Foreign Corporation
Principal Address	30 20TH ST MOLINE, IL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Delaware
Formation Date	
Qualify Date	06/18/1962
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	MFG. SELL ELEVATORS, ESCALATORS, ETC.
Capital Authorized	
Capital Paid In	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012
Transactions	
Transaction Date	04/05/1971
Registered Agent Changed From	STURGEON, W G 105 MADISON STREET MOBILE, AL
Transaction Date	10/18/1971
Registered Agent Changed From	SHARP, MARVIN 105 MADISON STREET MOBILE, AL
Transaction Date	08/29/1973
Miscellaneous Filing Entry	AMENDMENT FILED (3)
Transaction Date	04/04/1974

KONE Inc.	
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/11/1977
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/18/1980
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/02/1981
Registered Agent Changed From	GORDON, HERMAN 105 MADISON STREET MOBILE, AL
Transaction Date	06/11/1981
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	12/13/1982
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/11/1983
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY 1 COURT SQUARE MONTGOMERY, AL
Transaction Date	06/22/1984
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/07/1986
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/20/1987
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	07/12/1993
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	01/23/1995
Legal Name Changed From	Montgomery Elevator Company
Transaction Date	01/27/2000
Legal Name Changed From	Montgomery KONE Inc.
Transaction Date	03/26/2007
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SVC INC 150 SOUTH PERRY ST MONTGOMERY, AL 36104

KONE Inc.	
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/05/1971 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/23/1995 Legal Name Change 1 pg.
Document Date / Type / Pages	01/27/2000 Legal Name Change 1 pg.
Document Date / Type / Pages	03/26/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.

New Search



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 40635
Client Company ID Number: 327983

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

Company Name: Kone, Inc.

Company Facility Address: 4225 Naperville Road, Suite 400

Lisle, IL 60532

County or Parish: DU PAGE

Employer Identification

Number: 362357423

North American Industry
Classification Systems

Code: 238

Parent Company: Kone Holdings, Inc.

Number of Employees: 100 to 499

E-Verify



Company ID Number: ⁴⁰ 41635
Client Company ID Number: 327983

Approved by:

Employer Kone, Inc.

Michael DeCicco
Name (Please Type or Print)

Dir, HR Sys + Org Dev
Title

Michael DeCicco
Signature

5-17-10
Date

Designated Agent For Logix Group, Inc.

Ronnie Ho

Name (Please Type or Print)

Title

Electronically Signed
Signature

05/17/2010
Date

Department of Homeland Security - Verification Division

Rebecca K Green
Name (Please Type or Print)

Deputy Branch Chief/E-Verify
Title

Rebecca K Green
Signature

5-17-10
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	CONTACT NAME: Aon Client Services PHONE (A/C, No, Ext): 866-283-7122 FAX (A/C, No): 800-363-0105 E-MAIL ADDRESS: Acs.chicago@aon.com
INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company NAIC # 24147 INSURER B: Pohjola Insurance Ltd. NAIC # N/A INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 74397946**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒ ☒	MWZY 57732	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☒ ☒	MWTB 20018	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS	☒ ☒	16-683-331-6	1/1/2023	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y/N ☐ N/A	MWC 115397 15 (AOS) MWXS 822 15 (OH)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

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

Contract No. 40130191 - Project/Location: SC-019-23 Project Name: Mobile Civic Center Mobile AL
As respects Excess Liability, if evidenced above, Aon Risk Solutions U.S. is generating & distributing this COI in an administrative capacity.
City of Mobile is an additional insured on a primary and non contributory basis for general liability and auto liability.
Waiver of subrogation is granted to the City of Mobile

CERTIFICATE HOLDER

City Of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.
Aon Risk Services Central, Inc.

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 000-U S

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED KONE Inc. Attn: insurancerequests@kone.com One KONE Court Moline IL 61265	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: City Of Mobile

ADDRESS: PO Box 1827 Mobile AL 36633-1827

Contractual liability is included in KONE's general liability policy.

ACORD 101 (2008/01)

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ADDENDUM

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as Required by Written Contract.

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All Persons or Organizations where Required by Written Contract.

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

PCA 048 09 19

Page 1 of 1

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THIS FORM IS NOT APPLICABLE IN: MA

KONE Holdings, Inc.
MWTB 20018
01/01/2023 — 01/01/2024

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All Persons or Organizations as Required by Contract or Agreement.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

PCA 024 10 13

Page 1 of 1

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
As Required by Written Contract unless specifically endorsed on another endorsement attached to this Policy.	On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

CG 20 10 04 13

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Page 1 of 2

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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):

All Persons or Organizations as required by Written Contract or Agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: MWC 115397 15 (AOS)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY CONTRACT OR AGREEMENT.

THIS FORM DOES NOT APPLY IN THE FOLLOWING STATES: CA, KY, NJ, TX, UT

KONE INC.
MWC 115397 15 (AOS)
01/01/2023 — 01/01/2024

DATE OF ISSUE: 01/01/2023

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INSURED COPY



Extensions to KONE OYJ'S Global Liability Insurance conditions

EXTENSION 1: ADDITIONAL INSUREDS

Worldwide general third-party liability and products liability insurance conditions for KONE OYJ are amended by the following:

Principals/Buyers/(Sub)contractors/Landlords/Lessors/Third Parties are covered as Additional Insureds as required by law or written contract.

Additional Insureds are covered under this policy but only with respect to liabilities arising out of their operations performed by or for the named insured, but excluding any negligent acts committed by such Additional Insured. The inclusion of any Additional Insured(s) shall not entitle them to any rights or benefits under the Policy except as otherwise described above.

All other terms and conditions of this policy shall remain unchanged.

However, cover described above shall not apply to Pure Financial Loss, Professional Indemnity, Property in Care, Custody and Control, Excess Auto Liability, and excess Employer's Liability.

KONE INC.
16-683-331-6
01/01/2023 — 12/31/2023



2) The insured have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. In all other cases the decision to use this Policy as primary shall be reserved to the Policyholder. If the Policyholder shall decide to use this policy as a secondary cover, DIC/DIL coverage shall still apply.

KONE INC.
16-683-331-6
01/01/2023 — 12/31/2023



14 Right of recourse

The insurer will agree to waive their rights of subrogation provided that the insured has waived or is required to waive such rights under a contractual agreement.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner’s designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term “Service Contractor” means the Service Contractor or the Service Contractor’s authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor’s employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor’s technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J.** The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K.** The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
- L.** To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- M.** Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made monthly, upon completion of work, as specified.
 - 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the

Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

- B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

- 2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- | | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single limit and
Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employees exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|-------------------------|-----------------------------------|
| a) Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single limit |
| | Property Damage |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5) Additional insurance requirements as listed in Insurance Requirements Section of the bid documents and the executed contract.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A. The Contract shall be governed by the laws of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

- G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I. 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.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: SERVICE CONTRACT – ELEVATORS AND ESCALATORS - SERVICE AND
PREVENTATIVE MAINTENANCE AT VARIOUS CITY OF MOBILE LOCATIONS
Service Contract #SC-019-23

Date: April 5th, 2023.

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated March 22nd, 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 April 5th, 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. A DBE Waiver has been requested and is in process. In the event of the waiver not being issued, 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, April 19th, 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-019-23
Attendance Roster.p

RFI's:

All request for information or to schedule an on-site equipment assessment should be done through this office by email only.

END OF ADDENDUM NO. 1

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: KONE INC.

Project Name: ELEVATORS & ESCALATORS –
SERVICE AND PREVENTATIVE MAINTENANCE AT
VARIOUS CITY OF MOBILE FACILITIES
(3-YEAR SERVICE CONTRACT)

Project Number: SC-019-23

Amount:	\$ 114,720.00	FIRST YEAR ONLY
	120,516.00	SECOND YEAR ONLY
	126,600.00	THIRD YEAR ONLY
	\$ 361,836.00	TOTAL AMOUNT OF CONTRACT

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Subaward Grant Agreement-Amendment No. 1 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources is for an existing grant for the Alabama Department of Conservation and Natural Resources, Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration. This amendment consists of adding \$2,988,938.00 in additional RESTORE funding and extending the Period of Performance through July 31, 2025.

Amount of Contract:

\$2,988,938.00

Effective Date of Contract:

7/5/2023

Funding Source

Project # THREE MILE CREEK WATERSHED
RESTORATION PHASE 2 (STATE
EXPENDITURE PLAN #16) - G-12MCWAT

Discretionary Funds N/A

Project String G-12MCWAT

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** \$2,988,938.00

Grant Funds \$2,988,938.00

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	6/29/2023
Resolution	Resolution Letter	6/29/2023
Amendment No. 1	Backup Material	6/29/2023
Original Subaward	Backup Material	6/29/2023

Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	6/29/2023 - 2:04 PM
Accounting	Threadgill, Randy	Approved	6/29/2023 - 3:11 PM
Legal	Kern, Chris	Approved	6/29/2023 - 3:17 PM
Legal	Kern, Chris	Approved	6/29/2023 - 3:18 PM
Mayors Office	Montgomery, Brandi	Approved	6/29/2023 - 3:27 PM

June 29, 2023



To Whom It May Concern:

The attached Subaward Grant Agreement-Amendment No. 1 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources is for an existing grant for the Alabama Department of Conservation and Natural Resources, Grant No. GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration. This amendment consists of adding \$2,988,938.00 in additional RESTORE funding and extending the Period of Performance through July 31, 2025.

This agreement is funded through the subaward agreement for Grant Number S1P16-TMCR between the ADCNR and the City of Mobile for the Three Mile Creek Watershed Restoration, which was adopted by City Council on August 11, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelvemile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 or email lance.slater@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

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 Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing grant for State Expenditure Plan #16: Three Mile Creek Watershed Restoration, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P16-TMCR

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Mobile (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Spill Impact project titled “State Expenditure Plan #16: Three Mile Creek Watershed Restoration” (hereinafter “Project”). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area’s fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park, further described in the Federal Award GNSSP20AL0011-01-01. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No GNSSP20AL0011, State Expenditure Plan #16: Three Mile Creek Watershed Restoration.

This amendment executes the following suite of actions:

1. Adds \$2,988,938.00 in additional RESTORE funding
 2. Extends the Period of Performance through 7/31/2025
 3. Moves subrecipient funding from Contractual to Other Direct Costs
 4. Revises some of the Special Award Conditions, the Funding Authorization Table, and the Reporting Schedule
 5. All other terms and conditions included in the initial award remain in effect
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0011
 - b. Federal Award Period of Performance: 09/09/2019-07/31/2025
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$14,914,862.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$15,070,822.00

- f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
 - Alabama Department of Conservation and Natural Resources
 - Commissioner Christopher M. Blankenship
 - 64 N. Union Street; Suite 468
 - Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
 - i. Indirect Cost Rate of Subrecipient: 0%
3. AGREEMENT FUNDING AMOUNT: ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of fourteen million, nine hundred fourteen thousand, eight hundred sixty-two, and 00/100 dollars (**\$14,914,862.00**).
4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter “Project Period”) shall commence on September 9, 2019 and end on July 31, 2025.
5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties on September 9, 2019 and end on July 31, 2025 (hereinafter “Agreement Term”).
6. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile-Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
jennifer.greene@cityofmobile.org

7. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
8. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
 1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0011-01-01 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF MOBILE

William S. Stimpson, Mayor

Date: _____

AL-05/15/2023

Subrecipient Name: City of Mobile, UEI: QV8KPHH9J8A3

Title of Grant Project: State Expenditure Plan #16: Three Mile Creek Watershed Restoration

Attachment

Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	<u>UEI: QV8KPHH9J8A3</u>
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0011
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-05/15/2023
(v.) Subaward Period of Performance Start and End Date;	09/09/2019 to 07/31/2025
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$14,914,862.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$14,914,862.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$14,914,862.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing

	Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # <u>21.015</u> Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number <u>929933406</u> , UEI: WLNMNKHKF5T1 is <u>\$15,070,822.00</u>
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

01.574

2020

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, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of \$11,960,940.00 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #16: Three Mile Creek Watershed Restoration" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: AUG 11 2020


City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P16-TMCR

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #16: Three Mile Creek Watershed Restoration" (hereinafter "Project"). The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake. The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park further described in the Federal Award GNSSP20AL0001-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0001-01-00
 - b. Federal Award Period of Performance: 09/09/2019-07/31/2023
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$11,960,940
 - d. Subrecipient DUNS#: 010396687
 - e. Total Amount of Federal Award: \$12,081,884
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")

- g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of eleven million nine hundred sixty thousand nine hundred forty and xx/100 dollars (**\$11,960,940**).
 4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the July 27, 2020 and end on July 31, 2023.
 5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on July 31, 2023 (hereinafter "Agreement Term").
 6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
 7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
 8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
 9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
 10. ALLOWABLE COSTS:
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.

- b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.
11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
 Deepwater Horizon Restoration Coordinator
 Alabama Department of Conservation and Natural Resources
 31115 Five Rivers Boulevard
 Spanish Fort, AL 36527
 Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:

(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that

the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. **Reporting:**

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. **Submission:** All reports shall be sent to the e-mail address listed below:

City of Mobile- Three Mile Creek Waters.Subrecipient_Submissions@docs.e-builder.net

- c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.
- 13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:
 - a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.
 - b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.
 - d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
- 14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 15. LOBBYING ACTIVITY:
 - a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.

- c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 15(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.
- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
 - b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
 - c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
 - d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
 - e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
 - f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
 - g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
 - h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
 - i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
 - j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
 - k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 - l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
 - m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
 - n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)

- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. **FEDERAL PROVISIONS:** This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a “treatment works” project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland “Anti-kickback” Act:** The Copeland “Anti-kickback” Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act** Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week;

and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

- e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
 - g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women’s business enterprises, and labor surplus area firms are used when possible.
20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.
- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
 - b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE’s goal of meaningful participation of minority serving institutions (“MSIs”) in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President’s Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

- h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.
 - k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.
 - m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.
21. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.
22. **DEBARMENT AND SUSPENSION:**
- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 “OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement),” which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government’s Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity’s principals, if that entity or its principals appear on the Excluded Parties List.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19,

Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.

- d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
23. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.
 24. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
 25. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."
 26. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.
 27. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

28. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

29. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

30. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:

- a. Subrecipient shall submit copies of all publicly disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
- b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
- c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.
- d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. **INDEMNIFICATION:**

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.

- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
- d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. **TERMINATION OF AGREEMENT:** This Agreement may be terminated as follows:

- a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.
- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527

Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
35. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
36. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
37. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
38. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
40. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
41. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
42. **NOT A DEBT OF THE STATE:** 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 contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
43. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
44. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
45. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
46. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
47. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
48. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
49. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

50. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

51. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

52. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement; and
2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date:

CITY OF MOBILE, A Municipal Corporation

By: _____

W. H. H. H.

Date: _____

8/13/20

Its: _____

Mayer

ATTEST:

Rosal Yambert

City Clerk

Date: _____

8-13-2020

AL-07/27/2020

Subrecipient Name: City of Mobile, DUNS #010396687

Title of Grant Project: State Expenditure Plan #16: Three Mile Creek Watershed Restoration

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	DUNS # 010396687
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0001-01-00
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-07/27/2020
(v.) Subaward Period of Performance Start and End Date;	July 27, 2020 - July 31, 2023
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 11,960,940.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 11,960,940.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 11,960,940.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to complete the engineering and construction for the restoration and protection of water quality of the area's fresh, estuarine, and marine water resources by providing bank and stream stabilization along Twelve Mile Creek and the dredging and restoration of Langan Park Lake, both of which drain into Three Mile Creek and Mobile Bay. Additionally, existing sanitary sewer crossings will be protected from damage caused by widening of the stream. Dredging of Langan Park Lake will increase the capacity of the lake, support flood control and aid apple snail control efforts. Additional invasive species control measures will be undertaken. The project begins along Twelve Mile Creek at East Drive and ends at the outlet control structure of Langan Park Lake in Langan Municipal Park near Zeigler Boulevard in Mobile, Alabama. Increased velocities due to stormwater conveyance systems have contributed to degradation of the banks, destabilization of the creek, undercutting of sanitary sewer crossings and sedimentation in the creek and Langan Park Lake.

	The engineering and construction of this project would provide reinforcement of the creek against further erosion and remove existing sedimentation, thereby stabilizing Twelve Mile Creek and increasing the recreational, educational, and cultural activities in Langan Municipal Park
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<u>CFDA # 87.052 "Spill Impact Component Project Grants"</u> - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number <u>929933406</u> , is <u>\$12,081,884</u> .
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to amend TIFD1 to extend its duration for an additional period of 15 years through September 30, 2038 and to amend its Project Plan

Amount of Contract:

n/a

Effective Date of Contract:

7/11/2023

Funding Source

Project # Resolution to Amend Tax Increment
Financing District One

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
Exhibit A	Exhibit	6/29/2023
Exhibit B	Exhibit	6/29/2023
Exhibit C	Exhibit	6/29/2023
resolution	Cover Memo	7/3/2023
Exhibit D	Cover Memo	7/5/2023

REVIEWERS:

Department Reviewer

Action

Date

Legal	Barfield, Becky	Approved	6/29/2023 - 12:19 PM
Legal	Kern, Chris	Approved	6/29/2023 - 12:24 PM
Mayors Office	Montgomery, Brandi	Approved	6/29/2023 - 2:40 PM

1993

60-528

R E S O L U T I O N

Sponsored by: Councilmember Jane Baxter

WHEREAS, the City of Mobile has made a commitment for the revitalization of downtown Mobile; and

WHEREAS, the City of Mobile recognizes the importance of a viable downtown as instrumental to a feeling of civic pride for the citizens of Mobile; and

WHEREAS, the City of Mobile is aware of the importance a prosperous downtown contributes to the image of a city; and

WHEREAS, the City of Mobile is currently engaged in major capital improvement projects in downtown; and

WHEREAS, within and adjacent to the downtown area of the City, there exists significant blight which will detract from the impact of these improvements; and

WHEREAS, these blighting conditions generally exist within the Henry Aaron Loop and the industrial areas on both sides of the Mobile River adjacent to downtown and along Highway 98 and Battleship Parkway and are more clearly described in the project plan; now

BE IT RESOLVED, that the Mobile City Council hereby adopts the Tax Increment Financing District Number One project plan as delineated in the Tax Increment Financing Plan and declares the District to encompass the geographical area identified on the map and verbal boundary description therein.

BE IT FURTHER RESOLVED, that the said tax increment district is established on the first day of October, 1993 and that it endure for a period of thirty years unless dissolved by this Council or its successor.

BE IT FURTHER RESOLVED, that the district shall be known as the Tax Increment Financing District Number One.

Resolution
Page Two

THE MOBILE CITY COUNCIL HEREBY CERTIFIES, that not less than 50 percent, by area, of the real property within the tax increment district is a blighted area and is in need of rehabilitation or conservation work; and the aggregate value of equalized taxable property in the district does not exceed 10 percent of the total value of equalized taxable property within the public entity.

Adopted: SEP 21 1993

Richard L. Smith
City Clerk

TAX INCREMENT FINANCING DISTRICT ONE

A Plan of the
City of Mobile
For Financing Improvements
In the Downtown Area

*Developed by:
The Office of Community Services and the
Mobile Downtown Redevelopment Commission
September 21, 1993*

TAX INCREMENT FINANCING

SECTION 1. GENERAL

The City of Mobile is currently undertaking massive public investment in Downtown Mobile with the construction of a waterfront convention center. In order to stimulate the economic and cultural revitalization of Downtown Mobile and encourage private investment in the area, the City acquired the services of LDR International, Inc. and Wallace Roberts and Todd (referred to as LDR and WRT, respectively, in this and accompanying documents) to assist in developing an overall plan for the downtown area. The City Council has adopted the WRT plan as amended and wishes to implement it on a long range basis. The LDR study has not been officially adopted but is used as a guideline for future development where it does not conflict with the master plan, and several of its provisions are to be implemented in this plan. Additionally, a park area known as the Texas Street Park and Recreation Area, located in the Texas Street Urban Renewal Area, has never been fully developed. The City intends to develop the area as a sports venue.

The financing of these plans will be partially met by the implementation of Tax Increment Financing in the downtown area of the City. Tax Increment Financing is a method of funding public investments in a specific area slated for redevelopment by capturing all or a portion of the increased tax revenue that

may result if the redevelopment stimulates private investment. As the private investments continue to increase the tax base within the specified area, the increased revenue is placed in a fund to be used for special projects within the redevelopment area.

The Tax Increment Financing District Number 1 (referred to as TIFD1 in this and accompanying documents), as delineated in this document, is taken in part from the LDR and WRT studies. These studies are on file in the Office of the Planning Commission of the City and are hereby made part of this resolution establishing the TIFD1. The tax increment captured by this resolution will be used to implement portions of these plans. Included in this document is a list of these improvements along with a description of their location, costs and method of financing. The timing of the costs and monetary obligation to be incurred are dependent on factors related to actual development of the various projects listed and the possibility of a bond issue.

Attached to this document is a map delineating the boundaries of the district. It was prepared by the Planning Department of the City of Mobile for the express purpose of showing the boundary lines of the TIFD1. A copy is on file at the Planning Department of the City along with a series of maps containing the current uses and conditions of the real property within the district. The WRT and LDR studies contain detailed maps showing proposed improvements and uses. There are

currently no proposed changes to ordinances or resolutions affecting the district.

Certain project costs are listed in the accompanying Project Plan. However, other associated costs as outlined in Section 2(g) of the Alabama Law allowing the establishment of TIF districts (Act No. 87-824) are considered appropriate and are contemplated as part of this resolution. The amount should not exceed 15% of the total of all the combined projected expenditures as outlined in the Project Plan.

City Resolution 31-503 adopted by the City Council of the City of Mobile on September 13, 1988 provides for residential displacement and relocation assistance. It is adopted and made a part of TIFD1 plan and a copy is on file in the Office of the City Clerk. There are no plans to displace any businesses in the district.

The City Council through the adoption of the resolution creating the Tax Increment Financing District Number 1 hereby certifies that the proposed tax increment district on the whole has not been subject to growth and development through investment by private enterprise and it is not reasonable to anticipate that the land in the district will be developed without the adoption of the project plan. As partial evidence of this finding, this document references the "Mobile Urban Redevelopment Plan" prepared by the Mobile City Planning Commission in November, 1983. It further certifies that a feasible method exists for the relocation and compensation of

individuals and families that will be displaced by the project in decent, safe and sanitary accommodations within their means and without undue hardship to such individuals and families. The Council further certifies that the plan developed herein conforms to the master plan of the City. Finally, through public-private partnerships and encouragement of private development the Council certifies that the plan will afford maximum opportunity, consistent with the sound needs of the public entity as a whole, for the rehabilitation or redevelopment of the tax increment district by private enterprise.

The City Finance Office will have the power to open an account and to pay debts incurred by the TIFD1. In addition, the City shall have the authority to issue and sell bonds as needed to finance the projects outlined in the project plan as well as any amended thereto. The costs of issuing the bonds and engaging professional services to do so may also be paid by the tax increment. Powers not specifically given to the City, its agents, or the Board (described below) herein are hereby granted for the implementation of the TIF plan provided they are allowed by law.

SECTION 2. ADMINISTRATION

The Tax Increment Financing District 1 will be administered by a committee of five composed of the following: the Mayor of the City of Mobile; the executive director of the Public Works Department; the executive director of the Downtown Redevelopment Commission; the executive director of Finance; and the city engineer. This body will be known as the the Tax Increment Financing District 1 Board (known hereafter as the Board) and will be responsible for the implementation of the proposed plan.

The Board will have the authority to establish accounts; collect and distribute funds; recommend the acquisition or sale of real or personal property; propose contracts as necessary for implementation of the plan; recommend the issuance of bonded indebtedness for authorized projects; and amend and expand the TIF plan as necessary. It is also the duty of the Board to determine the schedule of the implementation of the projects, prioritize the projects and their components, and to accomplish the overall goal of redevelopment of the TIFD1.

The composition of the TIFD1 Board and the number of Board members may change as necessary or expedient to carry on the objective of downtown revitalization as determined by the City Council of the City of Mobile. The Board will establish its own operating procedures and be subject to the rules and regulations of the State Ethics Commission. Minutes of the actions of the Board and all financial records of the TIFD1 must be kept in a

businesslike manner, and be made available to the City of Mobile and its designated appointees.

The City shall provide staff for the Board and for the operation of the TIFD1 as necessary. This staff may obtain TIF funds as provided for in this resolution and provided for in Section 2(g) of the Law. With the appropriate budget authority of the City Council, these funds may be allocated as the Board determines necessary, provided they are used for the purposes intended in this resolution. All City departments and employees are required to facilitate the goals of this resolution.

SECTION 3. TIF INCOME PROJECTIONS

A number of projects endorsed and supported by the City of Mobile is contemplated in the immediate future. The income stream from these is listed on the "Ten Year Projection of Tax Increment" table. For the purposes of a conservative estimate, the projections are based on the 23 mils from the current 51.5 mil ad valorem rate. However, it is anticipated that during the life of this plan all of the tax increment permitted by the Tax Increment Act on both real and personal property will be captured where the identification of these taxes is feasible and is consistent with the needs of the community. Beyond the ten year projection, a separate table continues the projection for the thirty year life of the TIFD1. No assumption of new investment is made in this extended projection though the City expects other private investment to continue. The two tables of projected income are attached and are a part of this document.

In addition, the law allows for the capture of the tax increment of personal property taxes within the Tax Increment Financing District. It is assumed that there will be an increase in these taxes during the thirty years of the plan. However, because there is no historical record of the cumulative personal property taxes in the TIFD1, no reliable projection of increases could be developed. The county tax assessor's office in cooperation with the city's revenue department has established a base figure of \$755,500 for personal property

taxes collected within the TIFD1. Any increase in this amount
will be added to the TIFD1 fund.

SECTION 4. VERBAL BOUNDARY DESCRIPTION

The Tax Increment Financing District boundaries are to encompass the area known as the Henry Aaron Loop, the site of the GM&O Terminal, an additional portion of the State Docks property north of the Henry Aaron Loop, and a portion of the south end of Blakely Island as well as the Texas Street Park and Recreation Area. The Henry Aaron Loop (HAL) is a planning area containing the Central Business District (CBD), three Historic Districts listed on the National Register of Historic Places, and an additional large blighted to the north and east of the CBD. The Henry Aaron Loop is contained within well defined boundaries delineated by major thoroughfares: Canal Street on the south; Broad Street on the west; Beauregard Street on the north and Water Street on the east. However, the Tax Increment District will extend to capture several other areas targeted for development. A map of the district is attached and kept on file in the Office of the Planning Commission.

The boundaries of the TIFD1 begin at the intersection of Broad and Beauregard and proceed thence east along the center line of Beauregard to Water Street where the boundary turns north, east and then south capturing the parcel containing the GM&O Terminal (parcel 5 on map 02-29-06-12-0-001) and returns to the center line of Beauregard; thence easterly along Beauregard Street to that parcel of land belonging to the Alabama State Docks (parcel 1 on map 02-29-06-12-0-001); thence northerly from

Beauregard along the railroad right of way to the north line of Grant Section 12 being also the south line of fractional Section 14; thence easterly along the south line of Grant Section 14 to the midpoint of the Mobile River; thence southerly following the midpoint of the River to the north line of parcel ten on Mobile County tax map number 02-29-05-00-0-002; thence east along that line to the center line of Highway 90/98. The boundary then extends southerly along the center line of Highway 90/98 to the entrance of the Bankhead Tunnel where it turns easterly and continues to follow Highway 90/98 (also known as Cochran Causeway); thence easterly following said Highway to the west line of the property leased or owned by John Word for his business being the east line of parcel 2, map number 02-30-01-00-0-004; thence southerly along the east line of said parcel and continuing down the east line of parcel 1.002 of map 02-30-01-00-0-007 to the southeast corner of said parcel being also, more or less, the south line of Blakely Island and the north line of Pinto Pass. The boundary then proceeds westerly following the north line of Pinto Pass, being the south lines of parcel 2 of the above said map and also the south lines of parcel 1.001 and 1.02 of map 02-29-05-00-0-008, and parcel 2.01 of map 02-29-05-00-0-005, and parcel 1.01 of map 02-29-05-00-006 where it crosses at the right of way connecting Blakely Island to Pinto Island; thence following the right of way to the south line of parcel 4 of map 02-29-05-00-0-006 from whence it follows the south line of said parcel westerly to the center line of the

Mobile River. The boundary then proceeds southerly following the center line of the River to the south line of Grant Section 40 (being also the north line of Grant Section 39) and thence west along the south line of Grant Section 40 to the east line of Old Water Street. The boundary then proceeds north with the east line of Old Water Street until it reaches Canal Street (being part of the Henry Aaron Loop) at which point it proceeds west to the east line of Interstate 10. The boundary then proceeds south along the east line of Interstate 10 until it comes level with the south boundary line of the Texas Street Park and Recreation Area. It then follows the south line west encompassing the Park by proceeding north along its west border and west along its north border. Where the north border of the Texas Street Park and Recreation Area meets the west line of Interstate 10, the TIF boundary proceeds north to the center line of Canal Street where it proceeds west along the center line of Canal until it reaches Broad Street. The boundary then proceeds northerly along Broad Street until it intersects with Beauregard Street at the point of beginning.

SECTION 5. PROJECT PLAN

1.A. Kind of Improvements

Implementation of WRT Study

The initial project will target the specific area within the Henry Aaron Loop identified as the Lower Dauphin Street Commercial Area (LDSCA) in the resolution adopted by the Mobile City Council April 16, 1991. The project will deal exclusively with improvements to public amenities in the LDSCA as proposed by the Wallace Roberts & Todd (WRT) study and amended by the City Council in said resolution. The complete plan for the project is listed in the WRT study adopted by the Council and contained in "The Plan and Program for Public Improvements In and Around The Lower Dauphin Street Historic District, City of Mobile, Alabama", and in the "Addendum to the Plan and Program for Public Improvements In and Around The Lower Dauphin Street Historic District as prepared by Wallace Roberts & Todd". Both the original plan and addendum are on file in the planning department of the City of Mobile and may be referenced for specifics. This WRT study is not a part of the master plan of the City but is an adjunct to it, serving as a specific plan for the downtown area and therefore a part of the City's planning process. Reasonable changes may be made to the plan as required or desired by the local governing body without requiring an amendment to this resolution.

1.B. Number of Improvements

A Four-Phased Project

The project will be phased as per the city resolution. Specific amenities are delineated with the resolution and may be subject to change as required for the implementation of the overall conceptual plan.

1.C. Location of Improvements

Lower Dauphin Street Commercial Area

The project area as defined within the resolution encompasses the area bounded by Water Street on the east, Saint Francis Street on the north, Dearborn Street on the west, and Government Street on the south, inclusive of the rights of way of those streets. The thirty-five block area is just under one quarter of a mile wide and three quarters of a mile long, and contains eighty-six acres of which approximately thirty acres are publicly owned and maintained. There are approximately three miles of roadway and sidewalks in the area. Dauphin Street is the center of the district and contains the main concentration of retail activity in the Henry Aaron Loop.

1.D. Estimated Project Costs

\$46,502,846

The costs for this project are based on the projections provided in the plan as determined by WRT. Their estimate was

\$46,502,846, but due to numerous factors including the implementation time this estimate may vary from actual costs.

1.E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from income provided by Tax Increment Financing generated within the Tax Increment Financing District Number 1 (TIFD1) Fund. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, Bond Issues, Community Development Block Grant Funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

2.A. Kind of Improvement

Acquisition of Property for Public Use

LDR International, Inc. made the acquisition for public use of the property currently occupied and owned by CSX corporation and that area south to Eslava Street a priority in its "Downtown Development Plan and Program". Additionally, the LDR study suggests it may be necessary for the City of Mobile to develop or financially assist in the development of this property

located on the waterfront near the convention center.

Acquisition of this property would allow the City to control a substantial portion of the waterfront which has been targeted as key to the revitalization of Downtown Mobile and the TIFD1. The securing of this area would also provide public ownership of the blocks bordered by Government and Church Street from the river to Joachim Street, as well as significant public investment in the next two blocks. Reasonable changes may be made to the plan as required or desired by the local governing body without requiring an amendment to this resolution.

2.B. Number of Improvements

Two Phases

The acquiring of the property would be the first phase in order to secure the land. The second phase would encompass the negotiation and investment necessary to obtain proper development of the land.

2.C. Location of Improvements

Riverfront

The property to be acquired and developed is located in the Tax Increment Financing District 1. Specifically, it is on the east side of Water Street on Mobile River, south of Government Street and extends to Eslava Street.

2.D. Estimated Project Costs

\$5.5 million

The price is subject to negotiation with the owners of the property, but costs are estimated at \$5.5 million.

2.E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from income provided by Tax Increment Financing generated within the Tax Increment Financing District Number 1 (TIFD1) Fund.

Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, Bond Issues, Community Development Block Grant Funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

3.A. Kind of Improvements

Acquisition of Blighted Properties

The Expanded Henry Aaron Loop contains a number of blighted and unimproved properties which contribute to the overall blighted condition of the TIFD1. Therefore acquisition, clearance, renovation, and new construction are necessary

components of the redevelopment of the area. Of particular importance to the overall redevelopment plan is the salvaging of the historic structures within the Cathedral Square Arts District and the residential units scattered throughout and adjacent to the Henry Aaron Loop. Additional targets for acquisition include properties not in keeping with the LDR and WRT studies such as industrial sites scattered throughout the TIFD1. Reasonable changes may be made to the plan as required or desired by the local governing body without requiring an amendment to this resolution.

3.B. Number of Improvements

Fifty

This figure is an approximation. There are a considerable number of structures within the District in need of rehabilitation. However, it is anticipated that the public funds spent in the area will generate private interest in developing undervalued properties.

3.C. Location of Improvements

Tax Increment Financing District 1

The properties to be acquired and redeveloped are scattered throughout the Henry Aaron Loop which is a substantial part of the Tax Increment Financing District 1.

3.D. Estimated Project Costs

Minimum of \$5,720,875

Acquisition costs are based on 50 properties at \$1.25 per square foot, an average of 5000 square feet per lot with an inflation factor of 9%. Rehabilitation and new construction costs are based on 50 properties at \$45 per square foot, with an average of 1500 square feet per building. Relocation costs are an average of \$15,000 per structure for \$750,000.

3.E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from income provided by Tax Increment Financing generated within the Tax Increment Financing District Number 1 (TIFD1) Fund. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, Bond Issues, Community Development Block Grant Funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

4.A. Kind of Improvement

Fort Conde Village Improvements

The City of Mobile currently owns the tract of property known as Fort Conde Village located in the Henry Aaron Loop. The property contains fourteen buildings in various states of disrepair. In order to stimulate private development in Fort Conde the City anticipates the need to rehabilitate the structures and perform routine maintenance on them. In addition, plans have been made to increase the size of Fort Conde Village by approximately seven acres if the Interstate 10 access roads are altered. When this occurs site development in the area to match the current "historic" infrastructure, installed in the 1970s, will be required.

4.B. Number of Improvements

Various

There are fourteen buildings in Fort Conde Village requiring some type of restoration and maintenance. New site development will include drainage, streets, sidewalks, lighting, landscaping, planning, parking and other public infrastructure improvements necessary to develop the area. Reasonable changes may be made to the plan as required or desired by the local governing body without requiring an amendment to this resolution.

4.C. Location of Improvements

Expanded Fort Conde Village

The area will encompass the current Fort Conde Village and the approximate seven acres to be captured as an extension of the Fort Conde Village.

4.D. Estimated Project Costs

\$6.2 million

It is estimated that the project costs in 1992 dollars will be \$6.2 million, of which \$4 million will be for development of the current buildings and \$2.2 million will be for infrastructure in the newly captured acreage. This amount will increase with the level of inflation until such time as the project is completed.

4.E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from income provided by Tax Increment Financing generated within the Tax Increment Financing District Number 1 (TIFD1) Fund. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, Bond Issues, Community Development Block Grant Funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market

conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

5.A. Kind of Improvements

Financial Assistance for Private Development

In order to secure private development within the TIFD1 and to support the public initiatives being undertaken by the City of Mobile, financial assistance in the form of a partial or total property tax abatement or such other incentives to private development which may be permissible by law may be offered to private developers. Therefore, the tax increment from various new enterprises may be provided for the use of the developer, either as a tax rebate, or as a forgiven tax debt not to be collected, or by some other supportive measure. This plan is subject to negotiation between the developers and the City of Mobile to determine the exact nature of the financial assistance. Reasonable changes may be made to the plan as required or desired by the local governing body without requiring an amendment to this resolution.

5.B. Number of Improvements

Five Years

Financial assistance in the form of partial or total tax abatements will be for a maximum of five years per project. Afterward the taxes will be collected and placed in the Tax

Increment Financing District 1 Fund for uses specified in section 1-6 of this document and in any subsequent changes and amendments. Other forms of financial assistance are to be negotiated and approved by the TIFD1 Board.

5.C. Location of Improvements

Tax Increment Financing District Number 1

The area delineated on the map comprising the entire Tax Increment Financing District One.

5.D. Estimated Project Costs

\$5,000,000 Per Development Project

This figure will vary depending on the scope of the projects considered. As the various projects are considered these costs may fluctuate substantially.

5.E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from income provided by Tax Increment Financing generated within the Tax Increment Financing District Number 1 (TIFD1) Fund. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, Bond Issues, Community Development Block Grant Funds, private foundation funds, and State appropriations. The funds generated from the various

in the five to six million dollar range.

6.E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from income provided by Tax Increment Financing generated within the Tax Increment Financing District Number 1 (TIFD1) Fund. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, Community Development Block Grant Funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

Tax Increment Financing
Documents Referenced in TIF Plan
With Their Location*

LDR Study: *Planning*

WRT Study with Addendum: *Planning*

TIFD1 Map: *Planning*

Land Use & Conditions Map: *Planning*

City Resolution 31-503: *City Clerk*

Mobile Urban Redevelopment Plan (1983): *Planning*

TIFD1 Map: *Attached*

Ten Year Projection of TIF Income: *Attached*

TIF Income Projection 2002-2022: *Attached*

* Several of the documents referenced in the TIF plan have previously been adopted by the Mobile City Council and are on file with the Planning Department of the City of Mobile. They are made a part of this plan and are available for review during the normal working hours of the City. Copies may be obtained according to the fee schedule adopted by the City. Additionally, the Land Use and Conditions Map required by the TIF enabling legislation is comprised of several maps at a scale which makes their reduction impractical. Therefore these maps and the large scale map of the TIF District are also on file in the Planning Department and are made part of this document by reference. Copies of these may also be obtained according to fee schedule used by the Planning Department.

TIF Income Projection: 2002 - 2022

Fiscal Year	Trend Growth	Current Assessment	Cumulative Increment	Tax Increment
2002	2,691,568	137,269,981	93,647,461	430,778
2003	2,745,400	140,015,381	96,392,861	443,407
2004	2,800,307	142,815,688	99,193,168	456,289
2005	2,856,314	145,672,002	102,049,482	469,428
2006	2,913,440	148,585,442	104,962,922	482,829
2007	2,971,709	151,557,151	107,934,631	496,499
2008	3,031,143	154,588,294	110,965,774	510,443
2009	3,091,766	157,680,060	114,057,540	524,665
2010	3,153,601	160,833,661	117,211,141	539,171
2011	3,216,673	164,050,334	120,427,814	553,968
2012	3,281,007	167,331,341	123,708,821	569,061
2013	3,346,627	170,677,968	127,055,448	584,455
2014	3,413,559	174,091,527	130,469,007	600,157
2015	3,481,831	177,573,358	133,950,838	616,174
2016	3,551,467	181,124,825	137,502,305	632,511
2017	3,622,496	184,747,321	141,124,801	649,174
2018	3,694,946	188,442,267	144,819,747	666,171
2019	3,768,845	192,211,112	148,588,592	683,508
2020	3,844,222	196,055,334	152,432,814	701,191
2021	3,921,107	199,976,441	156,353,921	719,228
2022	3,995,529	203,975,970	160,353,450	737,626

GUIDE LETTER	MAP NUMBER
A	02-29-06-12-0-001 PARCEL 5
B	02-29-06-12-0-001 PARCEL 1
C	02-29-05-00-0-002 PARCEL 10
D	02-29-05-00-0-005 PARCEL 1
E	02-30-01-00-0-004 PARCEL 2
F	02-30-01-00-0-007 PARCEL 1.002
G	02-29-05-00-0-008 PARCEL 1
H	02-29-05-00-0-008 PARCEL 1.001
I	02-29-05-00-0-008 PARCEL 1.02
J	02-29-05-00-0-005 PARCEL 2.01
K	02-29-05-00-0-006 PARCEL 1.01
L	02-29-05-00-0-006 PARCEL 4
M	02-29-06-40-0-013 PARCEL 2
N	TEXAS STREET PARK AND RECREATION AREA

TEN YEAR PROJECTION OF TAX INCREMENT

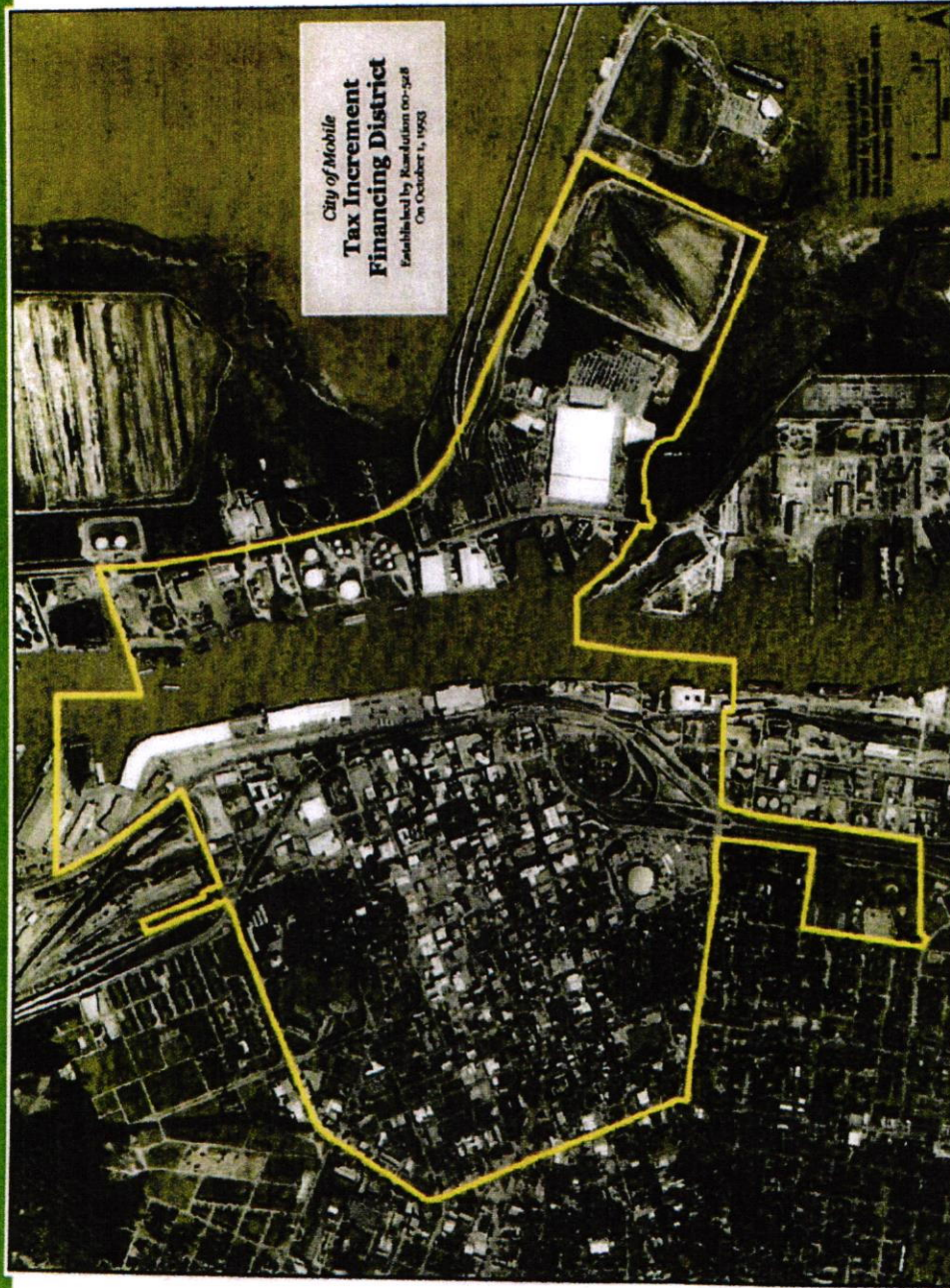
Fiscal Year	Base Assessment	New Construction	Trend Growth	Current Assessment	Cumulative Increment	Tax Increment
1992	43,622,520	-	-	43,622,520	-0-	-0-
1993	43,622,520	4,000,000	872,450	48,494,970	4,872,450	22,413
1994	43,622,520	3,000,000	969,899	52,464,869	8,842,349	40,675
1995	43,622,520	15,000,000	1,049,297	68,514,166	24,891,646	114,502
1996	43,622,520	52,000,000	1,370,283	121,884,449	78,261,929	360,005
1997	43,622,520	-	2,437,689	124,322,138	80,699,618	371,218
1998	43,622,520	-	2,497,689	126,819,827	83,197,307	382,708
1999	43,622,520	-	2,536,397	129,352,224	85,733,704	394,375
2000	43,622,520	-	2,587,044	131,939,268	88,316,748	406,257
2001	43,622,520	-	2,638,785	134,578,413	90,955,893	418,397
2002	43,622,520	-	2,691,568	137,269,981	93,647,461	430,778

Assumptions: Trend growth is two percent of previous year's assessment.
Tax rate is 23 mils (.023) and remains at that rate.
Tax delinquencies are not present.

SECTION 6. CONCLUSION

This plan and resolution are written and adopted to conform with Alabama State law, Act No. 87-824. Any portion in conflict with this or any other statute shall not affect the part which remains valid but shall be considered severable. Reasonable changes to the project plan and other parts of this document may be made without recourse to amending the plan in order to carry out the intentions of the resolution.

EXHIBIT B



41-338

2023

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

A RESOLUTION CALLING FOR A PUBLIC HEARING PROPOSING AN AMENDMENT TO TAX INCREMENT FINANCING DISTRICT ONE IN THE CITY OF MOBILE, AUTHORIZING THE PREPARATION OF AN AMENDMENT TO THE TAX INCREMENT FINANCING DISTRICT ONE PLAN, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO PERFORM CERTAIN ACTIONS REQUIRED BY ALABAMA LAW, AND DIRECTING THE PUBLICATION OF THIS RESOLUTION

Sponsored by: Council President Small & Mayor Stimpson

WHEREAS, the City of Mobile, Alabama (the "City") proposes an amendment to Tax Increment Financing District One ("TIF District One"), created as authorized by Resolution of the City Council of the City of Mobile, Resolution No. 60-528 adopted September 21, 1993, pursuant to Ala. Code §§ 11-99-1 *et seq.* (the "Act") and located within the city limits of the City; and

WHEREAS, pursuant to the Act, the City Council of the City desires to initiate certain procedures required by the Act and to authorize certain actions to be taken in furtherance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, AS FOLLOWS:

1. The City Council proposes an amendment to TIF District One, pursuant to the Act. TIF District One includes certain parcels of real property in downtown Mobile within the Henry Aaron Loop and the industrial areas on both sides of the Mobile River adjacent to downtown and along Highway 98 and Battleship Parkway, as depicted on Exhibit A hereto and incorporated herein by reference. The boundaries of TIF District One will stay the same.

2. The Mayor of the City is hereby authorized to direct City staff to prepare an amendment to the Project Plan for TIF District One.

3. The President of the City Council (or in his absence, the president pro tempore) is hereby authorized and directed to make written or other submissions required and give any notices or notifications required by the Act, with respect to consideration of the amendment to TIF District One, on behalf of the City Council.

4. The City Council shall meet at 10:30 a.m. on the 4th day of April, 2023, in the Council Chambers of the City of Mobile, Alabama, located at 205 Government Street, Mobile, Alabama, for the purpose of holding a public hearing, pursuant to Ala. Code §§ 11-99-1 *et seq.*, at

which date, time and place all interested parties will be afforded a reasonable opportunity to express their views on the concept of tax increment financing, on the proposed amendment to TIF District One with its existing boundaries, and its benefits to the City.

5. This Resolution shall be published at length in the *Lagniappe* on the 22nd day of March, 2023, and on the 29th day of March, 2023, both of which publications shall be within the fifteen (15) day period immediately preceding the date of the public hearing, and shall constitute notice of the aforementioned public hearing.

6. Any prior actions taken by any officers of the City in connection with the proposed TIF District are hereby ratified and confirmed.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA this the 21 day of March, 2023.

ADOPTED: MAR 21 2023



Lisa C. Lambert, City Clerk

RESOLUTION TO AMEND
TAX INCREMENT FINANCING DISTRICT ONE

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the City of Mobile established Tax Increment Financing District One (TIFD1) to conserve and rehabilitate downtown Mobile; and,

WHEREAS, the City of Mobile remains committed to the revitalization of downtown Mobile and to funding major capital improvement projects in the downtown area; and,

WHEREAS, the City desires to amend TIFD1 to extend its duration for an additional period of fifteen (15) years, through September 30, 2038, and to amend its Project Plan; and,

WHEREAS, the City Council for the City of Mobile (“Council”) complied with the statutory procedure to amend TIFD1, *Code of Alabama* (1975), Sec. 11-99-4, as follows:

1. On September 21, 1993, the Council adopted Resolution 60-528 to establish Tax Increment Financing District Number One (TIFD1) effective October 1, 1993, (Exhibit A, attached hereto and incorporated herein) for a period of thirty (30) years to encompass the geographical area identified on the map and the verbal boundary description therein, see Exhibit B, map of TIFD1 attached hereto and incorporated herein, and Exhibit A, Section 4, p. 9, Verbal Boundary Description.
2. On March 21, 2023, the Council adopted Resolution 41-338, “Authorizing the Preparation of an Amendment to the Tax Increment Financing District One Plan, Authorizing the President of the City Council to Perform Certain Actions required by Alabama Law, and Directing the Publication of the Resolution,” Exhibit C attached hereto. The Council set April 4, 2023, as the date for a public hearing, to afford all interested parties a reasonable opportunity to express their views on the concept of tax increment financing, the proposed amendment to TIFD1, and its benefits to the City of Mobile. On April 4 the Council conducted the public hearing as advertised.

3. The Council published Resolution 41-338 at length in the Lagniappe on the 22nd day of March, 2023, and on the 29th day of March, 2023, both dates being within the fifteen (15) day period immediately preceding the date of the public hearing.
4. By first class mail and electronic transmission, on March 21, 2023, Council President C. J. Small sent the Deferred Tax Recipients, the Mobile County Commission and the Mobile County Public School System, copies of the notice of hearing, Resolution 41-338, prior to its publication.
5. By first class mail and electronic submission, on June 1, 2023, Council President C. J. Small sent notice to the Mobile County Commission and the Mobile County Public School System, of a meeting to be held June 8, 2023, to discuss tax increment financing and the proposed project plan.
6. By first class mail and electronic submission, Council President C. J. Small sent to the Mobile County Commission and the Mobile County Public School System a Written Submission, including copies of the 1993 Resolution establishing TIFD1, Resolution 60-528, with attached Tax Increment Financing District One Plan, a map and verbal boundary description of TIFD1, the tentative plans for the development, redevelopment or revitalization of the tax increment district, the Amendment to the Tax Increment Financing District One Plan (Exhibit C), and an estimate of the general impact of the proposed project plan on property values and tax revenues.
7. On June 8, 2023, the Council President, C. J. Small, Councilman William Carroll, and City representatives met with representatives of the Mobile County Commission and the Mobile County Public School System to the boundaries of TIFD1, the Project Plan, the Project Plan amendment, and the contents of the Written Submission. The Mobile County Commission and Mobile County Public School System representatives expressed no objection.

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

SECTION 1:

The City Council for the City of Mobile hereby adopts the Amendment to Tax Increment Financing District One Plan, attached hereto as Exhibit C and incorporated herein, to amend the Tax Increment Financing District One Project Plan adopted by Resolution 60-528.

As amended, TIFD1 will:

- a. Retain the boundaries of TIFD1 as described in Exhibit A, Section 4, and Exhibit B.
- b. Retain the date of creation of TIFD1, October 1, 1993.
- c. Endure continuously until it expires on September 30, 2038.
- d. Retain the name Tax Increment Financing District One (TIFD1).
- e. Follow the TIFD1 Plan of the City of Mobile for Financing Improvements in the Downtown Area developed September 21, 1993, as amended by the Amendment to Tax Increment Financing District One Plan.
- f. Provide for the possibility of the issuance of tax increment obligations or general obligations, or other indebtedness for all or any portion of the project costs with said bonds or other indebtedness to be paid from the anticipated income of the TIFD1 fund or as otherwise permitted under the Project Plan, as amended.

SECTION 2:

The Council finds:

- a. That not less than 50 percent, by area, of the real property within TIFD1 is in need of rehabilitation, redevelopment, revitalization or conservation work.
- b. That the aggregate value of equalized taxable property in TIFD1 plus all existing districts created by the City of Mobile do not exceed 10 percent of the total value of equalized taxable property within the public entity.
- c. That the Amendment to the Tax Increment Financing District One Plan and findings therein are hereby adopted.

SECTION 3:

This Resolution is effective following its adoption.

Adopted:

City Clerk

Attachments:

Exhibit **A** – Resolution 60-528, Tax Increment Financing District Number One

Exhibit **B** – Map of TIFD1

Exhibit **C** – Resolution 41-338, Authorizing the Preparation of an Amendment to the Tax Increment Financing District One Plan, Authorizing the President of the City Council to Perform Certain Actions required by Alabama Law, and Directing the Publication of the Resolution

Exhibit **D** – Amendment to the Tax Increment District One Plan

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AMENDMENT TO TAX INCREMENT FINANCING DISTRICT ONE PLAN

The Tax Increment Financing District One Plan, dated September 21, 1993, and adopted by Resolution of the City Council of Mobile, Resolution No. 60-528, approved September 21, 1993, attached hereto and incorporated herein, is hereby amended as follows:

Section 1: GENERAL

Add:

The City Council through the adoption of its resolution amending the Tax Increment Financing District Number 1 (TIFD1) determines that the economic and cultural revitalization of Downtown Mobile is not yet complete. The "Optimizing Downtown Streets Plan," prepared by City Planner and Urban Designer Jeff Speck, and available for viewing on the City Clerk website, proposes infrastructure transformations to make the TIFD1 district a more desirable place to live and work. Improvements include signalization and signage changes, providing bike path connectivity, adding on street parking, restriping to narrow lanes, and adding plants, trees and lighting to secondary north-south corridors in the TIFD1 district. Pedestrian friendly streets and sidewalks will optimize the multifamily residential development incentivized through successful TIFD1 projects to keep Downtown Mobile inhabited day and night, making it a vibrant city center.

The Amendment builds on the City's investment in the waterfront with a project to develop Heroes Plaza along the waterfront to Water Street, from Gulfquest to Beauregard Street. Plans for these projects have been prepared by Volkert, Inc. engineering firm. Additional improvements on St. Louis Street, preservation of historic facades, revitalization, renovation and preservation of the historic Saenger Theater, and developing the Isom Clemon Civil Rights Memorial Park are projects that will complete the TIF.

The funding to implement these projects will come from the tax increment captured by the 1993 TIFD1 and this Amendment. The tax increment base for this Amendment shall be the tax increment base for the 1993 TIFD1. The tax increment base shall not be redetermined upon the adoption of this Amendment. Due to inflation, supply chain issues, and feasibility, some projects may be altered, consolidated or eliminated.

Included in this Amendment is a Project Plan identifying these and other proposed projects, along with a description of their location and estimated costs. The timing of the costs and monetary obligation to be incurred are dependent on factors related to actual development of the various projects listed. The Estimated Project Costs exceed projected revenues. The Project Plan is a list of Projects that may be completed, not a commitment to complete all of the Projects listed.

The City Council through the adoption of the resolution amending the TIFD1 certifies that the projects planned will not cause displacement for any individuals, families or businesses, and, were displacement to occur, a feasible method exists for the relocation and compensation of any displaced individuals, families and businesses that will be displaced by the project in decent, safe and sanitary accommodations within their means and without undue hardship to such individuals, families and businesses. The Council further certifies that the plan in the Amendment conforms to the master plan of the City. Finally, through public-private partnerships and encouragement of private development the Council certifies that the plan will afford maximum opportunity, consistent with the sound needs of the public entity as a whole, for the rehabilitation, redevelopment or revitalization of the District by private enterprise.

Section 2: ADMINISTRATION

Section 2 is amended as follows:

Amend the first sentence of the first paragraph:

The Tax Increment Financing District 1 will be administered by a committee of five composed of the following: the Mayor of the City of Mobile; the Executive Director of the Public Works Department; the Executive Director of Finance; the City Engineer; and the City Council President.

Section 3: TIF INCOME PROJECTIONS

See attached 2023-2038 TIF Projections, Exhibit #1.

Section 4: VERBAL BOUNDARY DESCRIPTION

No change

Section 5: PROJECT PLAN

The Project Plan for TIF District 1 is amended to add the following projects:

7. A. Kind of Improvements - Optimizing Downtown Streets

Infrastructure improvements to enhance a cohesive, walkable downtown district, including removal of signals within the downtown loop; signing modifications, bike path connectivity; adding on street parking; resurfacing and restriping to narrow traffic lanes; temporary bike path protection on Water and Canal Streets.

B. Number of Improvements

The project will be phased. The following projects are proposed, although some or all may not be undertaken. Reasonable changes may be made to the project as required or desired without requiring an amendment to the Plan.

Optimization projects include: District Connectivity Initiative, designing and constructing changes to traffic signals, stop signs, resurfacing, striping and curb and gutter on streets throughout TIFD1, and beautification of corridors, including Dauphin Street, Springhill Avenue, Cedar Street, Conception Street, Royal Street, Jackson Street, Claiborne Street, St. Michael Street, St. Anthony Street, Lawrence, Hamilton, and Franklin Streets, and Conti Street.

C. Location of Improvements

See Exhibit #2.

D. Estimated Project Cost

The cost is estimated at \$58-\$64 Million.

E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

8. A. Kind of Improvements – Heroes Plaza and the Convention Center Northern Frontage

Heroes Plaza and Improvements on Convention Center Northern Frontage - Design and Construction

Using TIFD1, grant funding and the general fund of the City of Mobile, the City invested in several projects to establish the waterfront as a centerpiece for downtown activity. Heroes Plaza and Northern frontage projects together create a public space for the Sports Heroes statues

and pedestals designed and constructed under TIFD1. These projects will create an inviting space for visitors to come and enjoy the waterfront and artwork, take selfies for posting on social media, and advertise downtown Mobile. It will also be a public space for residents to gather for special events and general recreation. Reasonable changes may be made to the projects as required or desired without requiring an amendment to the Plan.

B. Number of Improvements

Heroes Plaza and the Convention Center Northern Frontage may include:

Interactive water features; walkways connecting the waterfront district with the commercial and residential sections of the TIFD1. A traffic circle for drop off and pick up, street buffer, and a nautical gate.

C. Location

Waterfront to Water Street, from Gulfquest to Beauregard Street including Cooper Riverside Park and the Convention Center streetscape.

D. Estimated Project Cost

The estimated project cost of Heroes Plaza is \$8 Million.

The estimated project cost of Northern Frontage is \$20 Million.

E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

9. A. Kind of Improvements - Façade Improvement Program

Act 2022-442 amends the definition of “Project Costs” to clarify that “...the preservation and renovation of properties of historic significance and facades or property...” are appropriate expenditures of TIF funds, Alabama Code Section 11-99-2(9)(a). Under the 1993 Project Plan for TIFD1, small grants were awarded for façade improvements on Dauphin Street and other

commercial corridors that successfully promoted development and increased property values in TIFD1. The Amendment continues funding for small façade grants to preserve, rehabilitate, and renovate historic properties in the TIFD1, with grants not to exceed \$40,000, for reimbursement of one-half of the documented eligible costs incurred by private property owners. Reasonable changes may be made to the project as required or desired without requiring an amendment to the Plan.

B. Number of improvements

Up to approximately 25 facades

C. Location

Strategic corridors throughout the Henry Arron Loop. The façade program will continue to include the Dauphin Street corridor, while adding streets beautified under the street optimization program.

D. Cost

The cost is estimated at \$1 Million.

E. Funding

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

10. A. Kind of Improvements - Civic Center Redevelopment

The Mobile Civic Center opened as the Mobile Municipal Auditorium in 1964, and the 22 acre site is in need of renovation. The City is studying renovating the theater, arena and the entire civic center site or repurposing parts of the space with new construction. Reasonable changes may be made to the project as required or desired without requiring an amendment to the Plan.

B. Location

The Civic Center is located at 401 Civic Center Drive. The improvements under consideration will improve the Civic Center complex and link it to the waterfront, Church Street, and Fort Conde area.

C. Cost

The cost is approximately \$50 Million.

D. Financing

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

11. A. Kind of Improvements - Revitalization and Preservation and Renovation of the Historic Saenger Theater

The Saenger Theater opened January 19, 1927, as the sixty-first theater in a chain founded by the Saenger brothers. In 1970 the University of South Alabama saved it from destruction and partially renovated it. In 1999 the City of Mobile purchased the Saenger and took over its preservation, renovation and maintenance.

The Saenger Theater is now a regional entertainment hub that brings visitors to the restaurants and other entertainment venues in the TIFD1. The Saenger promotes residential growth in TIFD1 through special events that make living in the TIFD1 fun and exciting. This project is to perform capital improvements to restore and preserve the almost 100 year old historic structure. Reasonable changes may be made to the project as required or desired without requiring an amendment to the Plan.

B. Location.

The Saenger Theater is located at 6 South Joachim Street in downtown Mobile.

C. Cost

The estimated cost is approximately \$5 Million.

D. Financing

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

12. A. Kind of Improvements - Multifamily Residential Development - St. Louis Street

For downtown Mobile to succeed it has to be populated 24/7. Restaurants, bars, shops, and entertainment venues all need customers. But due to the high cost of building on aging infrastructure, downtown saw no development for years. Public private partnerships in TIFD1 have begun to meet the crucial need for downtown residential rental properties. Reasonable changes may be made to the project as required or desired without requiring an amendment to the Plan.

The 500 block of St. Louis Street provides a unique opportunity for multifamily residential development that is unlikely to occur without public incentives.

B. Number of Improvements

The project is one large multifamily residential building to be built at a cost of over \$30 Million.

C. Location

500 block of St. Louis Street

D. Cost

The estimated project cost is \$1.3 Million

The TIF funding for this project will not exceed \$1,400,000 for a multifamily residential development with a total cost of not less than \$30 Million.

E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

13. A. Kind of Improvements - Isom Clemon Civil Rights Memorial Park

This project is undertaken in partnership with the Mobile County Commission to develop the Isom Clemon Civil Rights Memorial Park, adding sidewalks, parking and, importantly, the only playground in TIFD1. As TIFD1 enhances its residential opportunities at Meridien at the Port, DeTonti Square, and the Merchants National Bank Building, and with new multifamily residential construction planned in the District on St. Louis Street, a playground is a must.

The LDR Study, a foundation for the TIF Plan, proposes a gateway park at the Broad Street – MLK entrance to the TIF district, to create a transition between MLK and downtown. Just a few blocks from that intersection, Isom Clemon Park will serve as an MLK gateway to the TIFD1. The sidewalks and delineated on-street parking with bump outs coordinate with other projects in the Amendment to promote walkability. Reasonable changes may be made to the project as required or desired without requiring an amendment to the Plan.

B. Number of Improvements

Isom Clemon Park will include a playground, sidewalks and additional parking.

C. Location

Dr. Martin Luther King Avenue, from Hamilton Street to Lawrence Street.

D. Cost

The estimated project cost is \$1.3 Million.

E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be

provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

14. A. Kind of Improvements - Innovating St. Louis Street

Underutilized properties on St. Louis Street have transformed into stores, office space, restaurants, multi-family residential properties and a grocery store, with the help of over \$10 Million in investment from RESTORE grant funds, TIF incentives, City Investment and private investments.

Innovating St. Louis Street will put the final touches on this transformation by beautifying the streetscape with sidewalks, landscaping, and additional right-of-way improvements as needed. These projects are proposed, although some or all may not be undertaken. Reasonable changes may be made to the project as required or desired without requiring an amendment to the Plan.

B. Number of Improvements

Improve sidewalks, beautify streetscape, install street lights, infrastructure repairs.

C. Location

St. Louis Street between

D. Estimated Project Cost

The estimated project cost is \$3 Million.

E. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market

conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

15. A. Kind of Improvements - Preservation and Renovation of Historically Significant Facades

Act 2022-422 amends the definition of a “project” for purposes of a TIF District to include “. . . property acquisition, property clearance, development, preservation, redevelopment, rehabilitation, renovation, or conservation, or a combination or part thereof, in accordance with a project plan.”

This Project complements the Façade Improvement Program (Project 9) by incentivizing the preservation and renovation of significant historic buildings by offering reimbursement of 50% of eligible expenditures to renovate larger, significant historic facades. These projects are proposed, although some or all may not be undertaken. Reasonable changes may be made to the project as required or desired without requiring an amendment to the Plan.

16. Number of Improvements

Up to ten (10) facades, to be determined by the TIF Committee in response to the applications received.

17. Location

In the TIF District

18. Cost

The estimated project cost is up to \$2 Million.

19. Method of Financing

Tax Increment Financing

The costs of the proposed improvements will be met from the existing TIFD1 Fund opened by the City Finance Office under Section 1 of this Plan, and Tax Increment Financing in the TIFD1 authorized by the Amendment to the TIFD1 Resolution. Additional revenue may be provided the TIFD1 Fund from other public and private sources to include, but not limited to, the general fund of the City of Mobile, bond issues, Community Development Block Grant Funds, federal, and state grant funds, private foundation funds, and State appropriations. The funds generated from the various sources may be used on a pay-as-you-go basis, or, if market conditions permit, bonds may be issued to be paid from the anticipated income of the TIFD1 Fund.

Section 6: CONCLUSION

This first sentence of Section 6 is amended as follows:

This plan and resolution are written and adopted to conform with Alabama State Law, ALABAMA CODE, Title 11, Chapter 99, as now and hereafter amended.

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel Daves

Purpose and Scope of Project:

Master Services Agreement with Kimley-Horn to develop and implement new timing plans for Airport Blvd between Sage Avenue and Azalea Rd

Amount of Contract:

\$116,514.00

Effective Date of Contract:

7/18/2023

Funding Source

Project # Airport Blvd Signal Improvement 2023-2060-05

Discretionary Funds

Project String 2000 20002000 48040

Contract Number:4473

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Capital Summary Sheet	Cover Memo	7/5/2023
Resolution	Cover Memo	7/5/2023
Agreement	Cover Memo	7/5/2023
Task Order 1	Cover Memo	7/5/2023

REVIEWERS:

Department Reviewer	Action	Date
Traffic		7/5/2023 - 2:29

Engineering White, Jennifer

Approved

PM

Capital Rhodes, Brenda

Approved

7/5/2023 - 4:15
PM

Legal Kern, Chris

Approved

7/6/2023 - 8:54
AM

Mayors
Office Montgomery, Brandi

Approved

7/6/2023 - 2:43
PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Airport Blvd Signal Improvement Project

CAPITAL PROJECT # C0471 DATE OF RECEIPT 05/31/2023

DEPT. PROJECT # 2023-2060-05

PROJECT DESCRIPTION Retiming of traffic signals along Airport Blvd 

from Sage Ave to just west of McGregor Ave

CONTRACT AMOUNT \$ 116,514.00

VENDOR NAME Kimley-Horn and Associates

VENDOR NUMBER 295376

DEPT # 2060 DEPT NAME Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

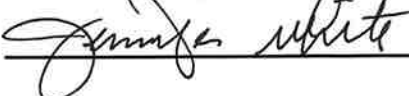
Architectural	<u>Engineering</u>	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

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

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

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

Prepared by:  Date 5/31/2023

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Councilmember Daves & Mayor Stimpson

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

Name of Company: Kimley-Horn and Associates

City of Mobile Project Name: Airport Boulevard Signal Improvement Project

Capital Project No.: C0471

Contract Amount: \$116,514

Adopted:

City Clerk

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of _____, 2023, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Kimley-Horn and Associates, Inc. ("Consultant").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

Consultant is contracting to perform certain professional project management, planning, programming, and engineering for the Airport Boulevard Signal Improvement Project (the "Work") on a Task Order basis; the Work to be performed by Consultant under this Agreement shall be set forth in individual task orders. CONSULTANT shall not be authorized or required to take any action, nor shall it be entitled to any compensation, except pursuant to individual Task Orders.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Work, compensation to be paid to Consultant for the performance of the Work ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Work.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order. The first Task Order 1 is attached hereto.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 COMPENSATION OF CONSULTANT

3.1 CONSULTANT shall be compensated by the City in accordance with executed Task Orders. Each individual Task Order will define the scope of work, deliverables, time of performance, method and frequency for compensation, and the items of compensation. The total compensation to CONSULTANT under this Master Services Agreement shall not exceed \$116,514.00.

3.2 CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. Each charge shall identify the Task Order or Additional Service to which it relates. CONSULTANT shall perform the services specifically described in the Task Order. A service not contained in the Task Order, but which is requested by the City shall be an Additional Service, which shall be subject to the terms of this Agreement and which shall be specifically

described in an addendum to the Task Order or in a separate Task Order. CONSULTANT shall submit its invoices to the Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

3.3 Payment shall be made payable to Kimley-Horn and Associates, Inc. and submitted to the following address:

Kimley-Horn and Associates, Inc.
P.O Box 932514
Atlanta, GA 31193-2514

4 PERIOD OF PERFORMANCE

4.1 Term of Agreement. This Agreement shall go into effect when fully executed and shall remain in effect for a term of three (3) years unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, the Work and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 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 and in the same locality at the same time as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

6.4 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

Commercial General Liability

- (a) Each Occurrence: \$1,000,000
- (b) General Aggregate: \$2,000,000

Automobile Liability (Combined Single Limit BI/PD)

- (a) Each Accident: \$1,000,000

Worker Compensation: Statutory

Employers' Liability

- (a) Each Accident: \$1,000,000
- (b) Disease, Each Employee: \$1,000,000
- (c) Disease, Policy Limit: \$1,000,000

Professional Liability

- (a) Each Claim: \$4,000,000
- (b) Annual Aggregate: \$4,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

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

12 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

13 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

14 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City of Mobile

Traffic Engineering

PO Box 1827

Mobile, Alabama 36633-1827

CONSULTANT

Kimley-Horn and Associates, Inc.

11 North Water Street

Mobile, Alabama 36602

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

15 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

16 MISCELLANEOUS

16.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

16.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

16.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

16.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

16.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

16.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

16.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

16.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

16.9 Nondiscrimination. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all

subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.”

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

16.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

16.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

16.13 Rights in Data. All rights and interest in and to the final work products provided by CONSULTANT to OWNER shall be the property of OWNER ("Work Product"). Work Product shall consist of all data, charts, reports, maps, and other documents produced in connection with this Agreement. Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any use of such Work Product by OWNER or others on any project other than the Project(s) or Task Order(s) which may be issued pursuant to this Master Services Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT.

16.14 Anti-Boycott. Consultant agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Mobile, Alabama

By: _____
William S. Stimpson
Mayor

ATTEST:

Lisa C. Lambert, City Clerk

CONSULTANT: Kimley-Horn and Associates, Inc.

By: John D. Walker
(signature)

Printed Name: JOHN D. WALKER

Title: Senior Vice President

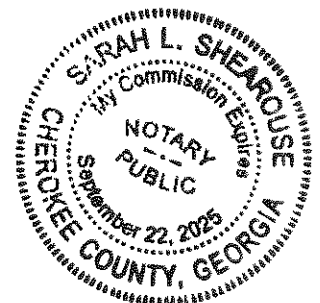
STATE OF ~~ALABAMA~~ Georgia
COUNTY OF ~~MOBILE~~ Fulton

Before me, the undersigned a Notary Public in and for said County and State, personally appeared John D. Walker as Sr. Vice President of Kimley-Horn and Associates, Inc., and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Kimley-Horn and Associates, Inc.

Sworn to and subscribed for me this 30th day of June, 2023.

Sarah L. Shearouse
NOTARY PUBLIC

My Commission Expires: 9/22/25





May 24, 2023

Jennifer White, PE
852 Gayle Street
Mobile, AL 36604

Kimley-Horn and Associates, Inc. is pleased to submit this scope of services for providing traffic signal timing plan development, implementation, and fine-tuning services for a segment of Airport Boulevard in the City of Mobile. The overall project extends from Pinebrook Shopping Center on the western end to Sage Avenue on the east.

Scope of Services

The purpose of these services is to provide an analysis and update to the traffic signal timings for 14 signalized intersections within the study network. The intent of this scope is to provide updated traffic signal timings for standard weekdays and weekends. The project limits will consist of the following signalized intersections:

1. Airport Boulevard at Pinebrook Shopping Center
2. Airport Boulevard at McGregor Avenue. Azalea Road
3. Airport Boulevard at Berwyn Drive
4. Airport Boulevard at Downtowner Boulevard
5. Airport Boulevard at Montlimar Drive
6. Airport Boulevard at Windsor Place
7. Airport Boulevard at I-65 SB Ramps
8. Airport Boulevard at I-65 NB Ramps
9. Airport at East Service Road Left*
10. Airport at Bel Air Mall West
11. Airport at Bel Air Mall Central
12. Airport at Bel Air Mall East
13. Airport Boulevard at Bel Air Boulevard
14. Airport Boulevard at Sage Avenue

*Intersection runs from the same controller as Bel Air Mall West

The traffic signals within this corridor were upgraded to Econolite Cobalt controllers with fiber communications as part of a previous CMP project. It is understood that the City has an existing CMP project on Airport Road west of the study network.

Project Management

This task will consist of general management, administrative, and accounting activities for the project. It will further comprise up to two (2) project meetings. The first meeting will serve as a kick-off meeting to discuss the following:

- Review scope
- Existing signal timing (cycle lengths, phasing sequencing, etc.)
- Analysis techniques
- Traffic signal equipment, system capabilities, pedestrian requirements (if any), and physical limitations

- Location of traffic counts
- Citizen-perceived problems
- Agency-perceived problems
- Format of timing plans
- Project schedule review

A second meeting via conference call will occur for review of the timing plans prior to field implementation. Kimley-Horn staff will prepare for, facilitate, and document each meeting.

Task A: Data Collection and Existing Conditions

This task will encompass the collection of traffic counts, intersection geometry, and signal timing settings necessary for this project. It will also comprise the observation of existing field conditions. Traffic counts will be collected by our subconsultant and are anticipated to consist of the following:

- 7-day 24-hour bidirectional machine counts (2 locations)
- Weekday (Tuesday-Thursday) AM (2 hours), Midday (2 hours), and PM peak (2 hours) counts at each of the aforementioned intersections (14 locations)
- Weekend Saturday Midday (2 hours) counts at the 14 intersections listed previously

Kimley-Horn will supplement with historical count data collected by ALDOT or the City of Mobile.

Kimley-Horn will perform field observations for all intersections during the weekday peak periods. We will observe traffic patterns, note existing signal phasing, and measure grades and clearance distances.

Task B: Signal Timing Plan Development

This task will include the following:

- Building/updating the existing conditions Synchro model
- Calculation of updated vehicular clearances intervals
- Time of day schedule development
- Determination of coordination zones
- Determination of optimal cycle lengths
- Split and offset analysis for progression
- Coding sheet development and/or preparation of signal database files

It is anticipated that there will be up to 4 timing plans per signal (AM Peak, Midday Peak, PM Peak, Off-Peak) for weekdays and up to 2 plans per signal on the weekends (Weekend Peak, Weekend Off-Peak). Additionally, Kimley-Horn will prepare 2 flush plans for incident management.

Proposed clearance intervals, cycle length selections, and time of day plans will be confirmed with the Client prior to implementation.

Kimley-Horn will prepare a report summarizing existing conditions, updated timings, and a before-after comparison of travel time and delay (utilizing ALDOT's Clear Guide system). This report will also

provide minor recommendations to further improve operations of the corridor (such as Flashing Yellow Arrows installation or installation/lengthening of turn-lanes).

Upon approval of the timing parameters and finalization of the timing plans, coding sheets will be created for implementation into the controllers. Kimley-Horn will coordinate with the City to build the proposed signal timings into new databases for upgraded traffic signal controllers.

Task C: Signal Timing Plan Fine Tuning

This task consists of one (1) round of implementation for updated signal timings. The implementation will consist of up to three (3) Kimley-Horn staff. Kimley-Horn will partner with the City on the process of updating the database files in each of the traffic signal controllers.

Kimley-Horn will conduct field observations of each signalized intersection and the overall progression of the corridor. Using time-space diagrams and engineering judgement, the coordinated timings will be verified as to effectiveness and fine-tuned as necessary. Progression, as well as split times, time-of-day schedules, or other settings will be adjusted based on this observation. Kimley-Horn staff will drive the project corridors multiple times during each peak period on multiple days. During fine tuning, any immediate adjustments recognized will be made that day in the field, and these adjustments will be communicated to the Client at the completion of the implementation.

Up to one (1) day of implementation and six (6) days of fine tuning will be performed in order to observe and adjust weekday and weekend timing plans. It is assumed that one team member will remain for six (6) days of field work (assumed Monday-Saturday) while the other team members will only be present for weekdays (assumed four (4) days Monday-Thursday).

Task D: Signal Timing Adjustments Due to McGregor Avenue

It is understood that McGregor Avenue north of Airport Boulevard is currently closed due to construction and is anticipated to remain closed for approximately two years. Traffic patterns are currently slightly modified due to the current conditions. Tasks A-C in this scope assume the McGregor Avenue closure as part of the existing conditions.

As part of Task D, Kimley-Horn will revisit the traffic signal timings after McGregor Avenue is reopened to vehicular traffic to make adjustments to account for the change in traffic patterns. This task does not include additional traffic count data collection.

Kimley-Horn will coordinate with the City to implement a modification at the intersection of Airport Boulevard at McGregor Avenue at the time of the opening of McGregor Avenue. The City will provide Kimley-Horn with a minimum one-week notice regarding the opening of McGregor Avenue to vehicular traffic.

After McGregor Avenue is reopened to vehicular traffic and travel patterns adjust to the new condition,

Kimley-Horn will observe traffic patterns on the corridor (particularly from I-65 to McGregor Avenue) and make fine-tuning adjustments to the traffic signal timings.

Task E: Traffic Responsive

Upon completion of the aforementioned timing plans and field fine-tuning, Kimley-Horn will create traffic responsive timing plans for the study network.

Up to three additional timing plans will be created for the AM peak, MD peak, PM peak, and Weekend Peak, up to twelve (12) total additional plans. Kimley-Horn will create vehicle-occupancy parameters to determine appropriate transition points between different traffic responsive plans. One of the timing plans for each peak period will include giving priority to the interstate ramps.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Traffic signal designs/modifications
- Adaptive signal systems
- Seasonal traffic signal timings
- Traffic signal technician services

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Fee and Expenses

Kimley-Horn will perform the services in Tasks A - F on a labor fee plus expense basis with the maximum labor fee shown below (see attached man-day estimate).

Maximum Fee

\$116,514

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client.

Labor fee will be billed on an hourly basis according to attached fee estimate. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will also be billed according to the attached man-day estimate. All permitting, application, and similar project fees will be paid directly by the Client.

Project No.	
County	Mobile
Description	Airport Boulevard Retiming (City)
Scope of Work	Retiming/implementing of 14 signals
Project Length	2.25 Miles
Consultant	Kimley-Horn

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	\$116,514
Field Surveys	\$0
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$0
Bridge Plans	\$0
GRAND TOTAL FEE	\$116,514

LABOR RATES

Classification	Daily Rate
Project Manager	\$1,920.00
Sr Engineer	\$2,360.00
Engineer II	\$1,720.00
Engineer I	\$1,320.00
Engineering Technician/CADD	
QA/QC	\$2,640.00

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Elizabeth Johnson

5/24/2023

Signed

Date

Project Manager

Position/Title

Project No. _____ County Mobile _____ Description Airport Boulevard Retiming (City) _____ Scope of Work Retiming/implementing of 14 signals _____ Project Length 2.25 Miles _____ Consultant Kimley-Horn _____				
TRAFFIC SIGNAL TIMING PLAN DEVELOPMENT	Sr. Engineer	Engineer II	Engineer I	QA/QC
Task A: Data Collection and Existing Conditions				
A-1 Review and compilation of traffic counts	0.125	0.500	0.500	0.000
A-2 Field observations and existing data collection	0.000	1.500	1.000	0.000
Task A Totals	0.125	2.000	1.500	0.000
Task B: Signal Timing Plan Development				
B-1 Updating Existing Synchro network	0.000	0.250	0.750	0.000
B-2 Clearance interval calculations	0.125	0.500	0.750	0.000
B-3 Time of Day schedule development	0.000	0.250	0.500	0.000
B-4 Determination of optimal cycle lengths	0.250	0.750	1.000	0.000
B-5 Split and offset analysis for progression	0.500	1.000	1.250	0.125
B-6 Reporting	0.125	0.250	1.500	0.125
B-7 Coding sheet development/database development	0.125	0.250	1.250	0.000
Task B Totals	1.125	3.250	7.000	0.250
Task C: Signal Timing Plan Fine Tuning				
C-1 Signal Implementation and making adjustments to splits, offsets, TOD settings	5.00	7.00	5.00	0.00
Task C Totals	5.000	7.000	5.000	0.000
Task D: McGregor Avenue Adjustments				
D-1 Signal adjustments due to McGregor Avenue opening	1.50	3.00	1.50	0.00
Task D Totals	1.500	3.000	1.500	0.000
Task E: Traffic Responsive/Advanced Timing Plans				
E-1 Development of Additional Plans	0.50	1.50	2.50	0.00
E-2 Calibration of traffic responsive parameters	1.50	3.00	2.00	0.50
Task E Totals	2.000	4.500	4.500	0.500
TOTALS	9.750	19.750	19.500	0.750

Project No. _____			
County Mobile			
Description Airport Boulevard Retiming (City)			
Scope of Work Retiming/implementing of 14 signals			
Project Length 2.25 Miles			
Consultant Kimley-Horn			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days	x	Daily Rate
Project Manager (10% of Eng. Personnel)	4.975	\$	1,920.00
Sr. Engineer	9.750	\$	2,360.00
Engineer II	19.750	\$	1,720.00
Engineer I	19.500	\$	1,320.00
Engineering Technician/CADD	0.000	\$	-
QA/QC	0.750	\$	2,640.00
Total Labor			\$ 94,252.00
Out-of-Pocket Expenses**			\$ 3,750.00
Sub-Total			\$ 98,002.00
Sub-Total			\$ 98,002.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Marr Traffic (Data Collection)		\$	17,630.00
Subconsultant Administration Expense (5%)		\$	881.50
Sub-Total			\$ 116,513.50
TOTAL FEE			\$ 116,513.50

**See Grand Total Fee sheet

Project No. _____ County Mobile _____ Description Airport Boulevard Retiming (City) _____ Scope of Work Retiming/implementing of 14 signals _____ Project Length 2.25 Miles _____ Consultant Kimley-Horn _____				
Out-of-pocket Expenses (Corridor Study)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Existing conditions field visit	1	500	\$0.580	\$ 290.00
Fine tuning field visit	3	500	\$0.580	\$ 870.00
McGregor Ave adjustments	1	500	\$0.580	\$ 290.00
Total Mileage Cost				\$ 1,450.00
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)*** - Existing Conditions	3	1	\$100.00	\$ 300.00
Travel allowance (overnight)*** - Implementation	5	2	\$100.00	\$ 1,000.00
Travel allowance (overnight)*** - Implementation plus Wknd	7	1	\$100.00	\$ 700.00
Travel allowance (overnight)*** - McGregor Adjustments	3	1	\$100.00	\$ 300.00
Total Subsistence Cost				\$ 2,300.00
Total Travel Cost				\$ 3,750.00
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 3,750.00
Comments:				

May 26, 2023

Airport Boulevard Signal Improvement Project Task Order 1 – Appendix A

Scope of Services

The purpose of these services is to provide an analysis and update to the traffic signal timings for 14 signalized intersections within the study network on Airport Boulevard. The project limits will consist of the following signalized intersections:

1. Airport Boulevard at Pinebrook Shopping Center
2. Airport Boulevard at McGregor Avenue. Azalea Road
3. Airport Boulevard at Berwyn Drive
4. Airport Boulevard at Downtowner Boulevard
5. Airport Boulevard at Montlimar Drive
6. Airport Boulevard at Windsor Place
7. Airport Boulevard at I-65 SB Ramps
8. Airport Boulevard at I-65 NB Ramps
9. Airport at East Service Road Left*
10. Airport at Bel Air Mall West
11. Airport at Bel Air Mall Central
12. Airport at Bel Air Mall East
13. Airport Boulevard at Bel Air Boulevard
14. Airport Boulevard at Sage Avenue

*Intersection runs from the same controller as Bel Air Mall West

Project Management

This task will consist of general management, administrative, and accounting activities for the project. It will further comprise up to two (2) project meetings. The first meeting will serve as a kick-off meeting to discuss the following:

- Review scope
- Existing signal timing (cycle lengths, phasing sequencing, etc.)
- Analysis techniques
- Traffic signal equipment, system capabilities, pedestrian requirements (if any), and physical limitations
- Location of traffic counts
- Citizen-perceived problems
- Agency-perceived problems
- Format of timing plans
- Project schedule review

A second meeting via conference call will occur for review of the timing plans prior to field implementation. Kimley-Horn staff will prepare for, facilitate, and document each meeting.

Task A: Data Collection and Existing Conditions

This task will encompass the collection of traffic counts, intersection geometry, and signal timing

settings necessary for this project. It will also comprise the observation of existing field conditions. Traffic counts will be collected by our subconsultant and are anticipated to consist of the following:

- 7-day 24-hour bidirectional machine counts (2 locations)
- Weekday (Tuesday-Thursday) AM (2 hours), Midday (2 hours), and PM peak (2 hours) counts at each of the aforementioned intersections (14 locations)
- Weekend Saturday Midday (2 hours) counts at the 14 intersections listed previously

Kimley-Horn will supplement with historical count data collected by ALDOT or the City of Mobile.

Kimley-Horn will perform field observations for all intersections during the weekday peak periods. We will observe traffic patterns, note existing signal phasing, and measure grades and clearance distances.

Task B: Signal Timing Plan Development

This task will include the following:

- Building/updating the existing conditions Synchro model
- Calculation of updated vehicular clearances intervals
- Time of day schedule development
- Determination of coordination zones
- Determination of optimal cycle lengths
- Split and offset analysis for progression
- Coding sheet development and/or preparation of signal database files

It is anticipated that there will be up to 4 timing plans per signal (AM Peak, Midday Peak, PM Peak, Off-Peak) for weekdays and up to 2 plans per signal on the weekends (Weekend Peak, Weekend Off-Peak). Additionally, Kimley-Horn will prepare 2 flush plans for incident management.

Proposed clearance intervals, cycle length selections, and time of day plans will be confirmed with the Client prior to implementation.

Kimley-Horn will prepare a report summarizing existing conditions, updated timings, and a before-after comparison of travel time and delay (utilizing ALDOT's Clear Guide system). This report will also provide minor recommendations to further improve operations of the corridor (such as Flashing Yellow Arrows installation or installation/lengthening of turn-lanes).

Upon approval of the timing parameters and finalization of the timing plans, coding sheets will be created for implementation into the controllers. Kimley-Horn will coordinate with the City to build the proposed signal timings into new databases for upgraded traffic signal controllers.

Task C: Signal Timing Plan Fine Tuning

This task consists of one (1) round of implementation for updated signal timings. The implementation will consist of up to three (3) Kimley-Horn staff. Kimley-Horn will partner with the City on the process of

updating the database files in each of the traffic signal controllers.

Kimley-Horn will conduct field observations of each signalized intersection and the overall progression of the corridor. Using time-space diagrams and engineering judgement, the coordinated timings will be verified as to effectiveness and fine-tuned as necessary. Progression, as well as split times, time-of-day schedules, or other settings will be adjusted based on this observation. Kimley-Horn staff will drive the project corridors multiple times during each peak period on multiple days. During fine tuning, any immediate adjustments recognized will be made that day in the field, and these adjustments will be communicated to the Client at the completion of the implementation.

Up to one (1) day of implementation and six (6) days of fine tuning will be performed in order to observe and adjust weekday and weekend timing plans. It is assumed that one team member will remain for six (6) days of field work (assumed Monday-Saturday) while the other team members will only be present for weekdays (assumed four (4) days Monday-Thursday).

Task Order 1 – Appendix B

Hourly Not to Exceed: \$82,665

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$120 - \$150
Analyst II	\$155 - \$190
Professional	\$180 - \$215
Senior Professional I	\$230 - \$295
Senior Professional II	\$320 - \$385
Senior Technical Support	\$105 - \$270
Technical Support	\$95 - \$155
Support Staff	\$85 - \$135

Effective through June 30, 2023

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Asplundh tree Expert LLC for Dauphin Street tree removals and stump grinding.

General fund.

Amount of Contract:

\$18,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230705 Asplundh Agenda Package POs	Cover Memo	7/5/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	7/6/2023 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10967</u>	2023	(2018) FORESTRY	DAUPHIN ST TREE REMOVALS AND STUMP GRINDING (SEALED BID 5701)	\$18,000.00	<u>(295712)</u> <u>ASPLUNDH TREE</u> <u>EXPERT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010967-00 FY 2023 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved	Page 1
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Vendor ASPLUNDH TREE EXPERT LLC 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090 Tel#215-784-1372	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG
---	--

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
additional work discovered / needed during the raising of the clearances on Dauphin Street				
001	ADDITIONAL WORK FROM BID 5701 14 REMOVALS, 19 STUMP GROUND AND SMALL AMOUNT OF TRIMMING DAUPHIN ST. BETWEEN THE CANDIAN NATIONAL RR CROSSING AND MCGREGOR AVE	1.00 EACH	18000.00000	18000.00
1	1000.40.20.2070.2018.2070.0000.0000.42070.			18000.00

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 18000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010967-00 FY 2023 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved
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Page 2

Vendor
 ASPLUNDH TREE EXPERT LLC
 708 BLAIR MILL ROAD

WILLOW GROVE, PA 19090

Tel#215-784-1372

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/23	295712				FORESTRY

Account	Amount	Remaining Budget
FORESTRY EXP	18000.00	1034655.50
CONTRACT LABOR		

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

Activity	Date	Clerk	Comment
Approved	06/09/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	06/09/23	JAMES DELAPP	
Approved	06/09/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	06/09/23	DONALD ROSE	Auto approved by: 9105paij
Approved	06/09/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/09/23	JOHN PAINE	
Approved	06/09/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014391-00 FY 2022 PO 22013728 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Converted	Page 1
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Vendor
 ASPLUNDH TREE EXPERT LLC
 708 BLAIR MILL ROAD

WILLOW GROVE, PA 19090

Tel#215-784-1372

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	295712				FORESTRY

LN Description / Account	Qty	Unit Price	Net Price
001 TREE LIMB REMOVAL, TRIMMING, AND TREE REMOVAL ON DAUPHIN ST FROM CANADIAN NATIONAL RAILROAD CROSSING WEST TO MCGREGOR AVE TO INCLUDE THE SERVICE ROAD THAT ARE BETWEEN THE 2 ABOVE END POINTS. AS PER MY BID #5701 AND YOUR QUOTE	1.00 EACH	109000.00000	109000.00

1 1000.40.20.2070.2018.2070.0000.0000.42070. 109000.00

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Requisition Link

Requisition Total 109000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.		
FORESTRY EXP	109000.00	1034655.50
CONTRACT LABOR		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014391-00 FY 2022 PO 22013728 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Converted	Page 2
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Vendor
 ASPLUNDH TREE EXPERT LLC
 708 BLAIR MILL ROAD

WILLOW GROVE, PA 19090

Tel#215-784-1372

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	295712				FORESTRY

LN Description / Account	Qty	Unit Price	Net Price
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/26/22	KINA ANDREWS	Auto approved by: 910518527
Approved	08/26/22	JAMES DELAPP	
Approved	08/26/22	MARC VASSALLO	Auto approved by: 910518527
Approved	08/29/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/29/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/29/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/29/22	JOHN PAINE	
Approved	08/29/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5701
TREE LIMB AND TREE REMOVAL

CHRIS FRANCIS TREE CARE	\$242,000.00
ASPLUNDH TREE EXPERT	\$109,000.00

BID SHEET

This is Not an Order

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

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

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, THURSDAY, JULY 14, 2022

331

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The **right** is reserved to **reject** any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. **PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.**
10. **BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.**
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors **are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.** See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Questions should be sent to purchasing@cityofmobile.org Do Not Direct Questions to Departments. Questions posed Directly to Departments and Answers received are not official and will not be honored. Only Questions and Answers delivered through the purchasing@cityofmobile.org will be official and honored. Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible. City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order. TO BE AWARDED ON AN ALL OR NONE BASIS.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. **Tree Pruning:** Prune trees along the specified roadway to a height of sixteen feet (16') from the road surface and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

DAUPHIN STREET and its service roads (both sides) from its intersection at Canadian National Railroad crossing west to the intersection with MCGREGOR AVENUE.

2. **Tree Removal:** Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. **Tree Pruning over Sidewalks:** Prune branches over the sidewalk to a height of seven feet (7') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.
2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).
4. Contractor must have uniformed staff and identifiable equipment.
5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.
6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.
7. Contractor will 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 Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, 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 Quote or any activities conducted pursuant thereto, Contractor 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.
8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.
 - a. General Liability insurance- public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability- \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined-
\$500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence

(2) Property damage liability- \$100,000 each occurrence.
Or, (in lieu of(1) and (2) above)
Bodily injury and property damage combined-
\$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to

discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.
4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.
5. All low branches over the street shall be pruned to provide a clearance of 15 (fifteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.
6. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.
7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.
8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.
9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.
10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.
11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and Saturday, between the hours of 9:00 am and 4:00 pm.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.
2. Unless otherwise agreed to by City, Contractor is to complete all work within 30 days of contract execution.
3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.
4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.
5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.
6. Prior to invoice payment, City of Mobile Forestry staff will confirm that the work is complete and in compliance with ANSI 300A standards.

III. BID SUBMISSION

- A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.
- B. No bid, performance, or labor/materials bonds are required.
- C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.
- D. A properly submitted Bid must include:
 1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.

2. Copy of Bidder's City of Mobile business license.
 3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
 4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.
- E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.
- F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions
1. Register as a vendor with the City of Mobile.
 2. Submit proof of enrollment in the Federal E-Verify program
 3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements



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:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Clyde Armory, Inc, for 100 Colt M4 carbine rifles for MPD.

General fund.

Amount of Contract:

\$88,817.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230703 Clyde Agenda Package POs	Cover Memo	7/3/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	7/6/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10844</u>	2023	(1530) POLICE ADMIN SERVICES	100 COLT M4 CARBINE RIFLES FOR MPD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$88,817.00	<u>(295574) CLYDE ARMORY INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010844-00 FY 2023 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor CLYDE ARMORY INC 4800 ATLANTA HWY ATHENS, GA 30606 Tel#706-549-1842 Fax 706-549-3232	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/23	295574				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND BUYBOARD CONTRACT 698-23 COLT M4 CARBINE MODEL #LE6920; SKU#LE6920; UPC# 098289019332; Additional Description Notes	100.00 EACH	888.17000	88817.00
-----	--	----------------	-----------	----------

VENDOR TO PROVIDE COLT CR6920 5.56MM SEMI AUTO 5.56 MM 16" BBL. 1 MAG
 SPECS; ACTION: GAS OPERATED SEMI-AUTO; BARREL LENGTH: 16.1"; CAPACITY: 30 PLUS 1;

1	1000.30.15.1530.1542.1530.0000.0000.44020.	88817.00
---	--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010844-00 FY 2023 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 CLYDE ARMORY INC
 4800 ATLANTA HWY

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ATHENS, GA 30606

MOBILE, AL 36606

Tel#706-549-1842
 Fax 706-549-3232

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/23	295574				POLICE ADMIN SERVICES

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				88817.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020.	88817.00	3625359.90
SUPPORT SERVICE DIV EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Cancelled	06/27/23	SANDRA LEWIS	GL Allocation changed
Approved	06/27/23	DONALD ROSE	Auto approved by: 910518227
Approved	06/27/23	SANDRA LEWIS	
Approved	06/27/23	JOHN PAINE	Auto approved by: 910518227
Approved	06/27/23	MICHAEL SPAFFORD	Auto approved by: 910518227

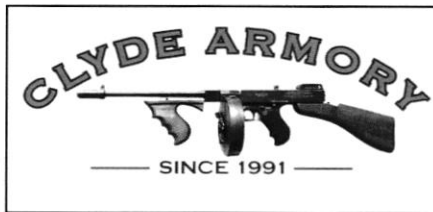
Authorized By: _____ Date: _____
 Signature

Quotation

Clyde Armory Inc

4800 Atlanta Highway
Athens, GA 30606
706-549-1842
www.clydearmory.com

June 23, 2023



Terms and Conditions

1. All orders require an official PO or purchase letter on agency letterhead, and your State Sales and Use Tax Exemption Certificate. If your agency self-pays State tax, that must be stated on the PO or purchase letter.
2. Orders for firearms or ammunition require a Federal Firearms and Ammunition Excise Tax Exemption Form.
3. After an order is placed, all communication regarding the order will be directed to Clyde Armory, not product manufacturers.

Mobile Police Department
2460 Government Street
Mobile, AL 36606

sandra.lewis@cityofmobile.org

Salesperson	Email	Telephone	Quote valid for
Robert Ford	rob@clydearmory.com	706-549-1842 X210	30 days

Qty	Description	Unit Price	Line Total
100.00	Colt CR6920, 5.56mm, Semi Auto, 5.56mm, 16" BBL, 1 mag	\$888.17	\$ 88,817.00
	Rifles In stock ready for immediate shipment		
	BuyBoard Contract #698-23		
	Price includes freight		
	*Terms: Net 30 on delivery.		
	*A 3% fee will be added for all payments made with a Credit Card		
Total			\$ 88,817.00

Thank you for your business!

Aimpoint Avon Benelli Colt CZ Daniel Defense EoTech Heckler & Koch Magpul
Magtech Mossberg OSS Smith & Wesson Steiner Streamlight Surefire Survival Armour Trijicon

Lewis, Sandra

From: Rob Ford <rob@clydearmory.com>
Sent: Friday, June 23, 2023 4:30 PM
To: Lewis, Sandra
Cc: Law Enforcement Sales
Subject: Colt Rifles Buyboard quote
Attachments: Mobile AL Colt 2023.pdf; Untitled attachment 00021.htm

Hi Sandy,

Thanks for the call! I have attached the Colt quote with our buy board pricing.

I logged into Buyboard and took a look around, and we do have them listed on our contract under "Colt CZ Group Law Enforcement" It is a 19% discount Off MSRP. MSRP is \$1,099. Your price is \$888.17 shipped.

<https://www.colt.com/detail-page/colt-le6920-carbine-223556-161-301-pmag-mbus-4-pos-stk-blk>

I have plenty in stock to fill your order immediatly. To let you know, they will be about (70) of the CR6920s and (30) of the LE6920s. The Rifles are identical in every way, except for some reason Colt changed the part number last year (All rifles used to be LE-xxxxx they changed it to CR-xxxxxx for "Colt Rifle")

Let me know if you have any questions at all, or need anything else.

Thanks!

Semper Fidelis

Robert Ford

Director of Law Enforcement Sales

Clyde Armory Inc.

4800 Atlanta Highway, Athens, GA 30606

O: 706-549-1842 X210 **E:** rob@clydearmory.com **W:** www.clydearmory.com

Lewis, Sandra

From: Yeager, Jennifer
Sent: Tuesday, June 27, 2023 12:02 PM
To: Lewis, Sandra
Subject: RE: Colt Rifles Buyboard quote

Reviewed Approved by Captain Greeley.

-----Original Message-----

From: Lewis, Sandra <sandra.lewis@cityofmobile.org>
Sent: Tuesday, June 27, 2023 11:48 AM
To: Yeager, Jennifer <wessonj@cityofmobile.org>
Subject: FW: Colt Rifles Buyboard quote

-----Original Message-----

From: Rob Ford <rob@clydearmory.com>
Sent: Friday, June 23, 2023 4:30 PM
To: Lewis, Sandra <sandra.lewis@cityofmobile.org>
Cc: Law Enforcement Sales <lesales@clydearmory.com>
Subject: Colt Rifles Buyboard quote

CAUTION: External Email



Vendor Contract Information Summary

Vendor Clyde Armory, Inc.
Contact Robert Ford
Phone 706-549-1842
Phone Extension 210
Email lesales@clydearmory.com
Vendor Website clydearmory.com
TIN 37-1577133
Address Line 1 4800 Atlanta Highway
Vendor City Athens
Vendor Zip 30606
Vendor State GA
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30
Shipping Terms Freight prepaid by vendor and added to invoice
Ship Via Common Carrier
Designated Dealer No
EDGAR Received Yes
Service-disabled Veteran Owned No
Minority Owned No
Women Owned No
National No
No Foreign Terrorist Orgs Yes
No Israel Boycott Yes
MWBE No
ESCs All Texas Regions
States All States
Contract Name Public Safety and Firehouse Supplies and Equipment
Contract No. 698-23
Effective 04/01/2023
Expiration 03/31/2026
Accepts RFQs Yes



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Clyde Armory, Inc.

Name of Vendor

[Signature]

Signature of Authorized Company Official

698-23

Proposal Invitation Number

ROBERT FORD

Printed Name of Authorized Company Official

11/7/22

Date

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

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Riddle", is placed above the printed name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TRP Construction Group for road striping materials and services for Old Shell Road for Traffic Engineering.
CIP.

Amount of Contract:

\$29,820.13

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230703 TRP Agenda Package POs	Cover Memo	7/3/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	7/6/2023 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11358</u>	2023	(2060) TRAFFIC ENGINEERING	ROAD STRIPING MATERIALS AND SERVICES FOR OLD SHELL ROAD (AL STATE CONTRACT)	\$29,820.13	<u>(297978) TRP CONSTRUCTION GROUP</u>

Adopted:

City Clerk

Bill To	Requisition 00011358-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1

Vendor	Ship To
TRP CONSTRUCTION GROUP	TRAFFIC ENGINEERING
2411 MINNIS DR	852 GAYLE STREET
	MOBILE, AL 36604
HALTOM CITY, TX 76117	WHITEJ@CITYOFMOBILE.ORG
Tel#334-663-9685	

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/23	297978	06/26/23			TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

AS PER THE STATEWIDE MASTER AGREEMENT FOR TRAFFIC STRIPING/PAVEMENT SE/SW
 REGIONS
 MA 012 210000000198

001	WITH PRICE ADJUSTMENT FOR SECOND YEAR RENEWAL PAVEMENT STRIPING/MARKER INSTALLATION, MOBILIZATION, INCLUDING ALL MATERIALS LABOR, EQUIPMENT & NECESSARY INCIDENTALS PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS. Vendor Item Inventory Item/Loc 17298 Vendor Item No.: 1	1.00 EACH	3307.50000	3307.50
1	2000.80.00.0000.0000.0000.0000.48010. E C0832 .CONSTRUCTN.			3307.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011358-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 WHITEJ@CITYOFMOBILE.ORG
---	---

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/23	1297978	06/26/23			TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	TRAFFIC CONTROL-SINGLE LANE CLOSURE PAVEMENT STRIPING/MARKER INSTALLATION, INCLUDING ALL MATERIALS, LABOR, EQUIPMENT, AND NECESSARY INCIDENTALS PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS, LINE 2	6.00 EACH	2756.25000	16537.50
1	2000.80.00.0000.0000.0000.0000.48010. E C0832 .CONSTRUCTN.			16537.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011358-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 WHITEJ@CITYOFMOBILE.ORG
---	---

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/23	1297978	06/26/23			TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
003	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT. PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS, LINE 35	1.00 MILE	3031.88000	3031.88
1	2000.80.00.0000.0000.0000.0000.48010. E C0832 .CONSTRUCTN.			3031.88

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

004	TRAFFIC CONTROL MARKING, CLASS 2, TYPE A PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT. PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED"	1000.00 SQ FT	5.51000	5510.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011358-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 WHITEJ@CITYOFMOBILE.ORG
---	---

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/23	1297978	06/26/23			TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0832 .CONSTRUCTN.			5510.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	REMOVAL SOLID CLASS 2/2AW, TYPE A TRAFFIC STRIPING PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT. PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS, LINE 44	1.00 MILE	1433.25000	1433.25
1	2000.80.00.0000.0000.0000.0000.48010. E C0832 .CONSTRUCTN.			1433.25

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011358-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor TRP CONSTRUCTION GROUP 2411 MINNIS DR HALTOM CITY, TX 76117 Tel#334-663-9685	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 WHITEJ@CITYOFMOBILE.ORG
---	---

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/23	1297978	06/26/23			TRAFFIC ENGINEERING

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

Requisition Link

Requisition Total 29820.13

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

Account	Amount	Remaining Budget
E C0832 .CONSTRUCTN.	29820.13	70179.87

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	29820.13	3625359.90
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
Approved	06/22/23	JENNIFER WHITE	
Approved	06/23/23	BRENDA RHODES	
Approved	06/23/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/23/23	RELYA MALLORY	Auto approved by: 910511034
Approved	06/28/23	DONALD ROSE	Auto approved by: 910518227

Contract Header

Contract	Type
Traffic Striping/Pavement Amendment #2	Master Agreement
Supplier	Contract Code
TRP Construction Group, LLC	210000000198-012-2
Linked Solicitation	Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610
1 Result(s)			

Supplier Contact

First name	Last name	Email	Phone
Cory	West	coryw@trpconstructiongroup.com	8173419092
1 Result(s)			

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date	End Date
5/30/2023	4/21/2024

Documents

- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-198.pdf
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-198.pdf
- ALDOT Traffic Striping Renewal Letter TRP Construction MA 012 21-198.pdf
- Final_MA_012_210000000198_1_MA_FORM_ADV_PDF.PDF
- Final_MA_012_210000000198_1_MA_FORM_ADV_PDF.PDF
- Final_MA_012_210000000198_1_MA_FORM_ADV_PDF.PDF
- Traffic_Striping_Amendment_1_V1.pdf
- Traffic_Striping_Amendment_1_V1.pdf

Items

Item Name	Product Code		UOM
MOBILIZATION	210000000198-012-1-1	3,307.50	Each
TRAFFIC CONTROL-SINGLE LANE CLOSURE	210000000198-012-1-2	2,756.25	Each
TRAFFIC CONTROL-DOUBLE LANE CLOSURE	210000000198-012-1-3	4,189.50	Each
TRAFFIC CONTROL-	210000000198-012-1-4	5,512.50	Each

Item Name	Product Code		UOM
TRIPLE LANE CLOSURE			
SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000198-012-1-5	882.00	Mile
BROKEN WHITE, CLASS 1, TYPE A TRAFFIC STRIPE	210000000198-012-1-6	418.95	Mile
NORMAL WIDTH DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 2'	210000000198-012-1-7	1.10	Foot
WIDE DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 3'	210000000198-012-1-8	5.51	Foot
SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000198-012-1-9	882.00	Mile
BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000198-012-1-10	418.95	Mile
NORMAL WIDTH DOTTED YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE	210000000198-012-1-11	1.10	Foot
TRAFFIC CONTROL MARKING, CLASS 1, TYPE A	210000000198-012-1-12	3.86	Square Foot
TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A	210000000198-012-1-13	4.41	Square Foot
REMOVAL SOLID CLASS 1, TYPE A TRAFFIC STRIPING	210000000198-012-1-14	1,433.25	Mile
REMOVAL BROKEN CLASS 1, TYPE	210000000198-012-1-15	1,543.50	Mile

Item Name		Product Code							UOM
A TRAFFIC STRIPING									
1	2	3	4	5	6	7	>		



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Joseph Snowden, Executive Director, Administrative Services

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Temporary Site License

Amount of Contract:

\$2,550 per month - payable to the City

Effective Date of Contract:

7/18/2023

Funding Source

Project # Resolution for Temporary Site License **Discretionary Funds** n/a

Project String 60200001- 34230 **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 Temporary Site License	Resolution Letter	7/6/2023
Temporary Site License	Backup Material	7/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	7/6/2023 - 6:30 PM
Legal	Kern, Chris	Approved	7/7/2023 - 10:41 AM
			7/7/2023 - 10:42

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

AM
7/7/2023 - 10:43
AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Temporary Site License between New Cingular Wireless, PCS, LLC, and the City of Mobile for the purpose of installing a cell facility in the City of Mobile, Alabama Cruise Terminal, and to perform all acts necessary 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

TEMPORARY SITE LICENSE

LICENSOR: City of Mobile
201 South Water Street
Mobile, AL 36602

LICENSEE: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

TERM: June 20, 2023 to December 31, 2024 or when permanent
Tower is operational and COW is removed

MONTHLY LICENSE FEE: \$2550.00 per month

COMMENCEMENT DATE: Upon installation of Licensee's Equipment

LICENSED SITE: 201 Water Street
Mobile, AL 36602
(as described on Exhibit "A" attached and described below)

1. License of Site. During the Term hereof, Licensor hereby licenses a certain portion of Licensor's property ("Property") a 30' x 30' lease area with access on parcel 17-04-20-0-000-022.111 at the Licensed Site in Cullman County Alabama and grants to Licensee the right to install, operate and maintain at Licensee's expense and risk, temporary cellular telephone transmitting and receiving equipment and antennas, including an antenna pole or mast, transmission lines, cables or conduits, support equipment and accessories, guy wires and anchors, and such other equipment necessary and appropriate for Licensee's use ("Equipment") on the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a twenty-four (24) hour, seven (7) day a week basis. At its discretion, Licensee may take at its expense measures and precautions necessary to protect and render the Equipment inaccessible to unauthorized persons. Licensor agrees that Licensor will not give unauthorized persons access to the Equipment.

2. Term. The term of this License shall be from June 20, 2023 to December 31, 2024, (the Term). Once a permanent site location is operational, and the COW is removed the lease will be terminated.

3. License Fee. Within sixty (60) days of the Commencement Date of the Initial Term or any Extension Term, Licensee shall pay Licensor the License Fee for such Term.

4. Removal of Equipment and Site Condition. Except as set forth herein, Licensee takes the Licensed Site as it finds it and Licensor shall have no responsibility for its conditions or damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed

by the parties, Licensee shall remove all of the Equipment prior to the end of the Term and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder excepted.

5. Liability; No Consequential or Indirect Damages. Licensee shall indemnify, defend and hold Licenser harmless from any loss, damage or liability, resulting from or arising out of this License or any act or failure to act by Licensee, its agents or employees on the Property, provided, however, Licensee shall have no obligation to indemnify, defend or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licenser or its employees or agents. Licenser shall indemnify, defend and hold Licensee harmless from any loss, damage or liability, arising out of or resulting from i) the negligent or willful misconduct of Licenser, its agents, employees, or invitees, (ii) the use or occupancy of the Property by Licenser or its employees or agents, or (iii) contamination of the Property subsurface or structures with hazardous substances; provided, however, Licenser shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licenser and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

6. Operation of Equipment. Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.

7. Assignment. Licensee shall have the right to assign this License to any present or future affiliate of Licensee, without securing the consent of Licenser and may grant to any such assignee the same rights and privileges Licensee enjoys under this License.

8. Electrical Service/Telephone Service. Licensee agrees, at Licensee's sole cost and expense, to pay for the electric service and fees needed for the operation of Licensee's equipment. Licenser agrees to grant the electric utility company any commercially reasonable permission, including a commercially reasonable temporary easement, for the electric line and meter installation, should the electric utility company require written permission or temporary easement.

9. Damage to Licensed Site. If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as the Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this License.

10. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

To Licensor: City of Mobile
201 South Water Street
Mobile, AL 36602

To Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site Name: HOLIDAY INN RELO COW (AL)
Fixed Asset No: USID 328510
1025 Lennox Park Blvd NE. 3rd Floor
Atlanta, GA 30324

With the required copy of legal notice sent to Licensee at the address above:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Cell Site Name: HOLIDAY INN RELO COW (AL)
Fixed Asset No: USID 328510
208 S. Akard Street
Dallas, Texas, 75202-4206

11. Waiver. Failure or delay on the part of Licensor or the Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

12. Prior Negotiations. This License constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

13. Amendment. No revision of this contract shall be valid unless made in writing and signed by duly authorized officers or representatives of Licensee and Licensor.

14. Licensor's Representations. Licensor represents and warrants that it owns or otherwise controls the Licensed Site during the Term of this License and that Licensor has full authority to execute and deliver this License.

15. Governing Law. This License shall be construed and governed in accordance with the laws of the State in which the Licensed Site is located.

16. Miscellaneous. Notwithstanding any provision of this License to the contrary, this License may be cancelled by the Licensor at any time due to force majeure, Acts of God, threats to public safety or to the unavailability of essential goods or services or due to other causes beyond the control of Licensor (hereinafter "Force Majeure"). If the License Fee has been paid as of the date of cancellation, Licensor will return no later than 30 days.

IN WITNESS WHEREOF, the parties have executed this License as of the latter of the signature dates below.

LICENSOR: City of Mobile By: _____ Print Name: _____ Title: _____ Date: _____	LICENSEE: New Cingular Wireless PCS, LLC By: AT&T Mobility Corporation Its Manager Bryan Coleman By: _____ Print Name: Bryan Coleman Title: Area Manager NE Date: <u>7/6/2023</u> Digitally signed by Bryan Coleman Date: 2023.07.06 09:26:14 -05'00'
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LICENSOR'S ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

On the ____ day of _____, 2023, before me, personally appeared _____, who acknowledged under oath, that he is the person/officer named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

LICENSEE'S ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

On the 6th day of July, 2023 before me personally appeared Bryan Coleman, and acknowledged under oath that she is the Area Manager NE of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, the Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



Notary Public

My Commission Expires:

[NOTARIAL SEAL]

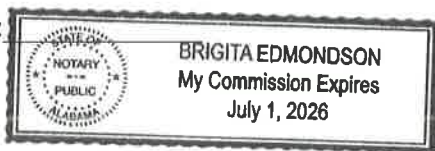


EXHIBIT A





AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Michael Linder, City Council Attorney

Sponsored by:

William S. Stimpson, Mayor

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	7/11/2023
agreement	Cover Memo	7/11/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/11/2023 - 10:32 AM

RESOLUTION REPEALING PRIOR INTERGOVERNMENTAL AGREEMENT
RESOLUTION AND ADOPTING AMENDED VERSION

Sponsored by: Mayor William S. Stimpson

WHEREAS, it is beneficial to the City of Mobile and serves a public purpose to provide funding to the Board of School Commissioners of Mobile County (School Board) to provide certain immediate and future maintenance and upgrades to the Ladd Peebles Stadium facility and to insure City's continued future use thereof; and

WHEREAS, by separate purchase and sale agreement, and under the terms contained therein, City of Mobile and School Board agree to the transfer of title to Stadium from City to School Board; and

WHEREAS, the City Council of the City of Mobile believes that it is a good, proper and justifiable use of public resources to enter into an agreement to contribute financial assistance to the School Board in furtherance of the above purpose; and

WHEREAS, the City Council desires to repeal a previous version of this agreement passed by the City Council on June 20, 2023 as Resolution 01-670;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby revokes and repeals the previously-passed Resolution 01-670 and finds and determines that an appropriation not to exceed \$9,000,000.00 to the Board of School Commissioners of Mobile County, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the revised contract attached hereto, or one worded substantially similar thereto, 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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
MOBILE AND THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE
COUNTY**

This Intergovernmental Agreement ("Agreement") is made and entered this _____ day of _____, 2023, (the "Effective Date") by and between the City of Mobile, Alabama, an Alabama municipal corporation ("City") and The Board of School Commissioners of Mobile County, a political subdivision of the State of Alabama ("School Board"). Together, the City and the School Board are referred to herein as "Parties" and individually as a "Party." This Agreement shall be effective upon legislatively authorized signature by both Parties and shall end on the twentieth (20th) anniversary of the Effective Date, unless earlier terminated pursuant to the terms of this Agreement.

RECITALS

WHEREAS, the City is the owner of that certain real property located at 1621 Virginia Street, Mobile, Alabama, commonly known as Ladd - Peebles Stadium ("Stadium"), which is used for athletic events and other entertainment activities and events inuring to the benefit of the public; and

WHEREAS, the School Board desires to take title to said Stadium under the terms set forth herein and set forth in a separate Purchase and Sale Agreement executed substantially contemporaneously herewith, and will continue to use the Stadium for athletic and general entertainment events inuring to the benefit of the public; and

WHEREAS, the City finds it beneficial and in furtherance of public purpose to transfer title and ownership of said Stadium to the School Board under the terms set forth herein, reserving the use of portions of said Stadium generally for the public, and reserving the use of the entire Stadium for certain designated future events, as set forth herein; and

WHEREAS, the City finds it is in furtherance of public purpose to appropriate funding by City to School Board to provide certain immediate maintenance and upgrades to the Stadium facility to insure City's continued future use as provided herein; and

WHEREAS, by separate purchase and sale agreement, and under the terms contained therein, City and School Board have agreed to the transfer of title to Stadium from City to School Board;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the School Board agree as follows:

1. The City and the School Board will enter into a separate purchase and sale agreement for the transfer of Ladd – Peebles Stadium from City to School Board. If title to the Stadium does not transfer to the School Board in the manner provided in said purchase and sale agreement, then this Agreement shall

[terminate.](#)

2. Following the execution of this Agreement, the City will expend Eight Hundred Thousand Dollars (\$800,000.00) on goods, services and utilities at the Stadium. Thereafter, the City will appropriate for the use of the School Board the sum of **Nine Million Two Hundred Thousand Dollars (\$9,200,000.00)** (the Funds). The Funds to be disbursed as follows: Two Million Three Hundred Thousand Dollars (\$2,300,000.00) on October 1, 2023, and each October 1 thereafter for the following three (3) years so long as this Agreement remains in effect.
3. The School Board agrees to utilize all of said funds solely for the Stadium, that is, the repair, maintenance, renovation and/or addition, including any specific elements thereof as stated herein.
4. The School Board shall refund to the City any portion of the funds which are unused or used for any other purpose.
5. The School Board shall be, and at all times remain, responsible for any repair, maintenance, design, improvements and construction at and on the Stadium, and City shall have no liability in connection therewith.
6. The School Board agrees to accept the Stadium in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements thereof, [provided however, any improvements to the Stadium shall be subject to the vote and final approval of the School Board and the City.](#)
7. The City shall have no liability for any encumbrance, defect or deficiency of any kind whatsoever in the Stadium without regard to whether such defect or deficiency was known or discoverable by the City or the School Board.
8. The School Board shall allow City to reserve the Stadium for Special Events without charge, at the discretion of the City, not less than five events per year with first priority dates for at least two of the City related events. The School Board may charge third parties reasonable and customary rent and fees for Special Events. Regardless of its own rules and regulations during other events, School Board agrees to allow the sale and consumption of alcohol on the premises during the City events unless prohibited by law. [The City shall give the School Board at least three \(3\) months' advance notice of Special Events, however, this notice requirement shall not apply to the three \(3\) Special Events in Fall 2023.](#)
9. The School Board shall allow the general public to use the walking track/trail in the exterior portion of the Stadium between the hours of 6:00 AM and 10:00 PM each day.
10. The School Board shall not undertake construction, alteration, remodeling, demolition, removal or other action on the Stadium which would affect the quiet enjoyment of the walking track facility by the public. Neither School Board nor its agents, representatives or concessionaires shall interfere with or prevent access to or use of the walking track by City or the general public.
11. The School Board shall not undertake construction, alteration, remodeling, demolition, removal or other action on the Stadium which would affect the use and enjoyment of the Stadium by City

for its selected events in Paragraph 9 above, specifically including but not limited to the annual Port City Classic, which shall require a seating capacity for 30,000 attendees. Beginning on the Effective Date, but no later than thirty (30) months thereafter, the School Board shall be permitted to close the Stadium for an 18-month period in order to conduct renovations. At all times, except for when closed for renovations, the Stadium shall have the capacity to seat a minimum of 30,000 people.

12. The Parties agree that after the Effective date, for a period of (20) years from the Effective Date, in the event School Board fails at any time to (a) maintain the Stadium as a venue for athletic events, or (b) fails to allow the general public to use the walking track; or (c) transfers ownership of the Stadium, or (d) allows the Stadium to sit vacant and unoccupied or abandoned at any time after the effective date for any consecutive twelve month period, then City, may, in its sole and absolute discretion, reenter and reacquire the property after giving thirty days' notice and a thirty day right to cure.
13. Upon exercise of such re-entry at City discretion, all right, title and interest of School Board in the real property shall cease and revert immediately to City, and School Board will thereby forfeit any and all interest in the Stadium and any improvements thereon.
14. It is agreed that City has no financial interest in the operation of School Board and shall not be liable for any debts or obligations incurred by School Board, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of School Board.
15. The School Board, 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 entity in every respect. City does not and will not assume any responsibility for the means by which or the manner in which the Stadium is managed by School Board.
16. School Board 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.
17. **DISCRIMINATION.** The School Board shall in the performance of this contract shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law. The School Board acknowledges and agrees that the City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible, and School Board agrees to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in repair, maintenance, leasing, and any operation of Stadium. School Board agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. School Board 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 School Boards 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.

18. IMMIGRATION. By signing this Agreement, the School Board affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. The School Board 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.
19. BOYCOTT. By signing this Agreement, the School Board 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.
20. INDEMNIFICATION. The School Board shall release, save, hold harmless, defend and indemnify the City and its elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from or in connection with this Agreement or the School Boards ownership and operation of the Stadium, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or challenge to this Agreement or any action against the Indemnified Parties, or any of them individually, by reason of any such claim. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.
21. NOTICE. Nothing contained in this Article shall be construed to restrict the transmission or routine communications between representatives of the School Board and the City. All notices which are required hereunder to be in writing shall be effective with respect to the party who is to receive them as of the date on which notice is (i) telecopied to the office of the part of their counsel, (ii) mailed in care of such party of their counsel in any United State Post Office by certified or registered mail, postage prepaid or (iii) hand delivered by messenger, overnight service or otherwise to the office of the party of their counsel. The addresses for such notices are as follows:

Board of School Commissioners of Mobile County
P. O. Box 180069
Mobile, AL 36618

With a copy to:

Derek Atchison
The Atchison Firm, P.C. 3030 Knollwood Drive
Mobile, AL 36693

City of Mobile

P. O. Box 1827
Mobile, Alabama 36633-1827
With copy to:

Ricardo Woods, City Attorney
205 Government Street
Mobile, Alabama 36644

22. **ASSIGNMENT.** Neither the City nor the School Board shall assign or transfer their rights or obligations in this agreement without consent of the other.
23. **SEVERABILITY.** If any part, term, or provision of this agreement shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws to the extent possible. The invalidity or unenforceability of any provision or portion of this agreement shall not affect the validity of any other provision or portion of this agreement.
24. **ENTIRE UNDERSTANDING.** 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.
25. **AMENDMENT.** This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
26. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed under the substantive laws of the State of Alabama, without regard to conflict of law principles thereof.
27. **CONSTRUCTION.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.
28. **ATTORNEY FEES.** Each Party shall pay all its own attorneys' fees, costs and expenses in regard to the preparation, negotiation, enforcement and interpretation of this Agreement, or any action arising out of this Agreement.
29. **PERFORMANCE.** Time is of the essence of this Agreement and each and all of its provisions.

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IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

ATTEST:

CITY OF MOBILE, ALABAMA

Clerk

William S. Stimpson, Mayor

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

Chresal D. Threadgill, Its Superintendent



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

ordinance

Cover Memo

7/13/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/13/2023 - 4:07
PM

AMEND SECTIONS 2-62 “COMMUNICATIONS WITH COUNCIL AND 2-63 “DECORUM” OF THE MOBILE CITY CODE

Sponsored by: City Council

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

SECTION ONE: Mobile City Code Sections 2-62 and 2-63 are hereby amended and restated in full as follows:

Sec. 2-62 – Communications with Council at Council Meetings

(a) *Presentations of petitions and other communications to the council:*

- (1) Interested parties or their authorized representatives wishing to address the council on non-agenda items (items not included on the agenda) must submit in writing to the city clerk a request to address the council with their name, address, and 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 - the request must contain enough information so that the council will have enough information to adequately respond if desired. The written communication must relate to city government and must be received by the city clerk on or before 2:00 p.m. the Thursday preceding the regular council meeting at which the person desires to speak. Persons who do not provide the required information in their request will not be called on to address the council unless allowed by a super-majority vote of the council.
- (2) Interested parties or their authorized representatives wishing to address the council on items included on the agenda for a regular council meeting must sign in with the city clerk with their name, address, and identify the specific agenda item(s) to be addressed prior to the start of the regular council meeting.
- (3) In the event a regular council meeting is conducted remotely, interested persons or their authorized representatives wishing to address the council on items included on the agenda for a regular council meeting must submit in writing to the city clerk a request to address the council at such remote

meeting with their name, address, and identify the specific agenda item(s) to be addressed, which written request must be received by the city clerk at least 24 hours preceding the remotely conducted meeting.

- (4) Each person from the general public addressing the council on either agenda or non-agenda items, when called, shall step up to the podium or other location provided to address the council and, prior to making any other comments, give their name in an audible and clear tone of voice for the record.
 - (5) Each person addressing the council on either agenda or non-agenda items shall be limited to a total of three (3) minutes on all subjects, provided that a single one (1) minute extension shall be granted upon the request of any council member. No further extension shall be allowed except by permission granted by super-majority vote of the council. Persons addressing the council may not share or reserve time. Upon the expiration of the allotted time the person speaking shall return to their seat or exit the council chambers. No one may address the council on agenda or non-agenda items at consecutive meetings, except public hearings or appeals.
 - (6) There shall be no dialogue between the person addressing the council and any individual council member.
 - (7) After the person addressing the council has returned to their seat or exited the council chambers, the presiding officer shall ask if any councilmember or member of the City administration wishes to respond to the speaker's comments or ask questions of the speaker.
- (b) *Public hearings or appeals.* Where required by law, or by unanimous consent of the council, public hearings on matters before the council, or appeals to the council (excluding appeals for waiver of the noise ordinance), shall be held by the council at which taxpayers, residents of the city, other interested parties, or their authorized legal representatives, shall be permitted to present oral statements for or against the matter made a subject of the hearing or appeal. Requests to appear at such a public hearing or appeal may be filed in writing in advance with the city clerk and shall include the speaker's name and address. The city clerk shall refer the same to the president of the council prior to the hearing or appeal. Persons making requests in writing shall, together with witnesses requested to appear by the council, be heard prior to other persons who appear at the hearing or appeal. Each person addressing any public hearing or appeal without submitting a written request shall, when called, step up to the podium and give their name in an audible tone of voice for the record. No person shall speak more than five (5) minutes on the subject, and rebuttal speakers shall be limited to two (2) minutes, after an issue has been discussed by

both sides, except by permission granted by majority vote of the council. Those speaking on the subject will be limited to four (4) spokespersons on each side (for or against) of the issue, unless permission is granted by unanimous consent of the councilmembers present to allow others to speak. Speakers will be determined by the chronological order in which they signed up to speak. Speakers may not share or reserve speaking time. The president must notify each speaker, before they have begun to speak, that said speaker will be limited to five (5) minutes on the subject, and additionally must also notify rebuttal speakers, before said speaker has begun to speak, that they will be limited to two (2) minutes on the subject. All persons wishing to address the council shall be required to register with the city clerk prior to the meeting, including their name and address, and listing with specificity the subject matter to be discussed and whether they are for or against the matter subject to the hearing or appeal.

- (c) *Communication with committees.* Taxpayers or residents of the city or their authorized legal representatives may, at the option of the committee chair, be permitted to orally address any committee of the council on any matter referred to that committee. Requests to appear before a committee of the council shall be filed with the city clerk and include the name and address of the speaker. The city clerk shall refer the same to the chairman of the committee. The chairman of the committee may call a meeting of the committee to hear the matters presented, or shall bring the matter before the council to set a time and place for a public hearing.
- (d) *Violations of council rules and disruptive behavior.* Any member of the public present in the council chambers during a meeting who engages in loud, boisterous, or offensive conduct, or other conduct detailed in section 2-63 below, that disrupts the meeting is subject to removal from the council meeting and/or a ban on attendance at future council meetings. Any person who engages in such behavior shall be asked by the presiding officer to come to order and warned they may be subject to removal. If the person(s) continue in said behavior, it shall be in the discretion of the sergeant-at arms to remove them with or without a request by the presiding officer. Members of the council may bring to the presiding officer's attention any disruptions they believe to be occurring via point of order. When such a point of order is made, the presiding officer shall have the discretion to issue the warning described in this section.
- (e) *Bans on attendance for disruptive behavior.* Any person who is warned by the presiding officer under the previous subsection (d), whether they were actually removed from the meeting or not, may in the presiding officer's discretion be subject to a ban on attendance at future council meetings. For a first offense, the ban shall be not more than thirty (30) days. For a second offense, the ban shall be not more than sixty (60) days. For any subsequent offenses, the ban shall be not more than one-hundred twenty (120) days. Any person subject to a ban shall not enter the

council chamber during or immediately prior to the meeting. The sergeant-at-arms has the power to enforce this provision and serve as complainant for any charges related to same so long as they witnessed the behavior at issue.

- (f) *Arrest for disorderly or contemptuous behavior.* In addition to the foregoing, and to the extent contemplated in ALA. CODE § 11-43-163, anyone who is warned, removed, or subject to a ban for disorderly or contemptuous behavior at a meeting may be punished by arrest and imprisonment not exceeding twenty-four (24) hours. The sergeant-at-arms, so long as they witnessed the disorderly or contemptuous behavior, may act as secretary and complainant for purposes of this section.

Sec. 2-63. - Decorum.

- (a) While the council is in session, all cellular phones/pagers must be turned off to avoid distraction and interference with the sound system.
- (b) While the council is in session, the members shall preserve order and decorum; and, a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
- (c) Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while the council is in session, shall be subject to section 2-62(d) above.
- (d) No one is to display or wave signs of any sort or possess open umbrellas during the meeting. No one is to stand or linger in the aisles during the meeting. Food and drink are not permitted in the audience at the meeting. The sergeant-at-arms has the discretion to enforce violations of this subsection with or without warning or instruction from the presiding officer.
- (e) The chief of police and/or those members of the police department present shall be and act as sergeant-at-arms of the council meetings. They may carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting.

SECTION TWO: Miscellaneous.

- (a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

- (b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CJ SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH TRIMMIER PARK DUES.

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-03/10041020-42080

Discretionary Funds DSC-03

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	7/13/2023 - 10:56 AM

RESOLUTION

Sponsored by: *CJ Small, Councilmember District 3*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$2,000.00 be transferred from the District 3 General Fund, Discretionary Account DSC-03, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with Trimmier Park Dues.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Chief Paul Prine, Mobile Police Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Department of Justice, Bureau of Justice Assistance, in the amount of \$221,724.00 for the FY23 Edward Byrne Memorial Justice Assistance Grant (JAG). Funding under this solicitation is considered a joint allocation to be shared by the disparate jurisdiction which includes the City of Mobile, Mobile County, and the City of Prichard. There is no local match requirement.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$221,724

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	7/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Threadgill, Randy	Approved	7/11/2023 - 8:04 AM
Legal Kern, Chris	Approved	7/11/2023 - 5:25 PM
Legal Kern, Chris	Approved	7/11/2023 - 5:25 PM
Mayors Office Montgomery, Brandi	Approved	7/13/2023 - 2:53 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept, and receive a Notice of Award and Memorandum of Agreement for grant assistance in the amount of \$221,724.00 from the Bureau of Justice Assistance for the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG). Funds from the Alabama Local JAG Joint Allocation will be shared among the disparate jurisdiction which includes the City of Mobile, Mobile County, and the City of Prichard. There is no local match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice or Bureau of Justice Assistance. The Memorandum of Agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/13/2023 - 10:36 AM

R E S O L U T I O N

Sponsored by: Councilmember Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer/Table Wine (Off Premises Only) License

Submitted by: Alibaba 22, Inc.

Location: BP Gas Station
 2150 Old Shell Road
 Mobile, AL 36607

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

SCOTT JONES
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
June 28, 2023	TRANSFER - OWNERSHIP	2023 - 5591	125721	July 18, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

ALIBABA 22 INC

Trade Name (DBA)

B P GAS STATION

Location Address

2150 OLD SHELL ROAD MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
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DISTRICT 4

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DISTRICT 5

SCOTT JONES
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

<u>Date to City Clerk</u>	<u>Application Type</u>	<u>Application Number</u>	<u>License Number</u>	<u>City Council Agenda Date</u>
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Legal Business Name

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Trade Name (DBA)

B P GAS STATION

Location Address

2150 OLD SHELL ROAD MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____



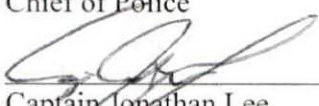
PAUL O. PRINE
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: July 13, 2023

Re: Alcoholic Beverage License Application No. 5591
ALIBABA 22 INC
D/B/A: B P Gas Station
2150 Old Shell Rd
Mobile, AL 36607
Riddhi Patel, member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a transfer-ownership application for a business that is named B P Gas Station. The City of Mobile Revenue Department has advised their business license is current and all taxes have been reported and paid. The Underage Drinking Coordinator of the Mobile Police Department advised this location is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

JUL 11 2023

CHIEF OF POLICE

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: July 5, 2023

Re: Application # 5591 / 2150 Old Shell Rd.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 1, Cory Penn (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5591 DATE JULY 18, 2023

APPLICANT ALIBABA 22 INC

LOCATION 2150 OLD SHELL RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

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



LANDUSE SURVEY
CONDUCTED 2010

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
June 28, 2023	TRANSFER - OWNERSHIP	2023 - 5591	125721	July 18, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

ALIBABA 22 INC

Trade Name (DBA)

B P GAS STATION

Location Address

2150 OLD SHELL ROAD MOBILE AL 36607

Business Contact Person Information			
Name	Title	Phone	Email
RIDDHI I PATEL	MEMBER	(334) 220-7138	JOYCEAMS@HOTMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **04.15.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

100-443887-1000

100-44388-1000

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

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492

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Journal of Management Studies, 19(1), 67-80.

1. The first part of the paper discusses the importance of the research and the objectives of the study.

2. The second part of the paper discusses the methodology used in the study.

3. The third part of the paper discusses the results of the study.

4. The fourth part of the paper discusses the conclusions of the study.

5. The fifth part of the paper discusses the implications of the study.

6. The sixth part of the paper discusses the limitations of the study.

7. The seventh part of the paper discusses the future research.

8. The eighth part of the paper discusses the acknowledgments.

9. The ninth part of the paper discusses the references.

10. The tenth part of the paper discusses the appendices.

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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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 71. *Chlorophyll asz* (Chl *asz*)
 72. *Chlorophyll atz* (Chl *atz*)
 73. *Chlorophyll auz* (Chl *auz*)
 74. *Chlorophyll avz* (Chl *avz*)
 75. *Chlorophyll awz* (Chl *awz*)
 76. *Chlorophyll axz* (Chl *axz*)
 77. *Chlorophyll ayz* (Chl *ayz*)
 78. *Chlorophyll azz* (Chl *azz*)
 79. *Chlorophyll azaa* (Chl *aza*)
 80. *Chlorophyll abz* (Chl *abz*)
 81. *Chlorophyll acz* (Chl *acz*)
 82. *Chlorophyll adz* (Chl *adz*)
 83. *Chlorophyll aez* (Chl *aez*)
 84. *Chlorophyll afz* (Chl *afz*)
 85. *Chlorophyll agz* (Chl *agz*)
 86. *Chlorophyll ahz* (Chl *ahz*)
 87. *Chlorophyll aiz* (Chl *aiz*)
 88. *Chlorophyll ajz* (Chl *ajz*)
 89. *Chlorophyll akz* (Chl *akz*)
 90. *Chlorophyll alz* (Chl *alz*)
 91. *Chlorophyll amz* (Chl *amz*)
 92. *Chlorophyll anz* (Chl *anz*)
 93. *Chlorophyll aoz* (Chl *aoz*)
 94. *Chlorophyll apz* (Chl *apz*)
 95. *Chlorophyll aqz* (Chl *aqz*)
 96. *Chlorophyll arz* (Chl *arz*)
 97. *Chlorophyll asz* (Chl *asz*)
 98. *Chlorophyll atz* (Chl *atz*)
 99. *Chlorophyll auz* (Chl *auz*)
 100. *Chlorophyll avz* (Chl *avz*)
 101. *Chlorophyll awz* (Chl *awz*)
 102. *Chlorophyll axz* (Chl *axz*)
 103. *Chlorophyll ayz* (Chl *ayz*)
 104. *Chlorophyll azz* (Chl *azz*)
 105. *Chlorophyll azaa* (Chl *aza*)
 106. *Chlorophyll abz* (Chl *abz*)
 107. *Chlorophyll acz* (Chl *acz*)
 108. *Chlorophyll adz* (Chl *adz*)
 109. *Chlorophyll aez* (Chl *aez*)
 110. *Chlorophyll afz* (Chl *afz*)
 111. *Chlorophyll agz* (Chl *agz*)
 112. *Chlorophyll ahz* (Chl *ahz*)
 113. *Chlorophyll aiz* (Chl *aiz*)
 114. *Chlorophyll ajz* (Chl *ajz*)
 115. *Chlorophyll akz* (Chl *akz*)
 116. *Chlorophyll alz* (Chl *alz*)
 117. *Chlorophyll amz* (Chl *amz*)
 118. *Chlorophyll anz* (Chl *anz*)
 119. *Chlorophyll aoz* (Chl *aoz*)
 120. *Chlorophyll apz* (Chl *apz*)
 121. *Chlorophyll aqz* (Chl *aqz*)
 122. *Chlorophyll arz* (Chl *arz*)
 123. *Chlorophyll asz* (Chl *asz*)
 124. *Chlorophyll atz* (Chl *atz*)
 125. *Chlorophyll auz* (Chl *auz*)
 126. *Chlorophyll avz* (Chl *avz*)
 127. *Chlorophyll awz* (Chl *awz*)
 128. *Chlorophyll axz* (Chl *axz*)
 129. *Chlorophyll ayz* (Chl *ayz*)
 130. *Chlorophyll azz* (Chl *azz*)
 131. *Chlorophyll azaa* (Chl *aza*)
 132. *Chlorophyll abz* (Chl *abz*)
 133.

Journal of Management Inquiry 16(4)

City of Mobile Alcoholic Beverage License Application

| | | | | |
|--|--|--|---|---|
| <u>Application Date</u>
July 3, 2023 | <u>Application Type</u>
TRANSFER - OWNERSHIP | <u>Application Number</u>
2023 - 5591 | <u>License Number Assigned</u>
125721 | <u>City Council Agenda Date</u>
July 18, 2023 |
| <u>License Type applied for with Alabama ABC Board</u>
050 - RETAIL BEER (OFF PREMISES ONLY) | | <u>2nd License Type applied for with Alabama ABC Board</u>
070 - RETAIL WINE (OFF PREMISES ONLY) | | |
| Business Information | | | | |
| <u>Legal Business Name</u>
ALIBABA 22 INC | | <u>Trade Name (DBA)</u>
B P GAS STATION | | |
| <u>Business Structure Type</u>
CORP - CORPORATION | <u>Incorporation Date</u>
03.03.2023 | <u>Entity ID</u>
001-066-646 | <u>State</u>
AL | <u>County</u>
MONTGOMERY |
| <u>Federal Tax ID (FEIN)</u>
92-2675895 | <u>AL State Tax ID</u>
R011741582 | | | |
| <u>Physical Address of Business (Street Address, Suite #)</u>
2150 OLD SHELL ROAD | | <u>City</u>
MOBILE | <u>State</u>
AL | <u>Zip Code</u>
36607 |
| <u>Mailing Address for Business (PO Box, Street Name, Suite #)</u>
8805 BRODERICK STREET | | <u>City</u>
MONTGOMERY | <u>State</u>
AL | <u>Zip Code</u>
36117 |
| <u>Primary Business Activity at this location</u>
CONVENIENCE STORE | | <u>If Location Transfer, Previous Street Address and Zip Code</u>
N/A | | |
| Business Contact Person Information | | | | |
| <u>Name</u>
RIDDHI I PATEL | <u>Title</u>
MEMBER ☐ POA | <u>Phone</u>
(334) 220-7138 | <u>Email</u>
JOYCEAMS@HOTMAIL.COM | |
| If TRANSFER of license, Previous Licensee Information | | | | |
| <u>Legal Business Name</u>
VMEET LLC | | <u>Trade Name (DBA)</u>
OLD SHELL CHEVRON | | |
| <u>License Type</u>
050/070 - RETAIL BEER & WINE (OFF PREMISES) | | <u>License Number</u>
010001449 | <u>Any ABC Pending Actions</u>
NO PENDING ACTIONS | |
| Land/Building Information | | | | |
| <u>Do you own or rent/lease the property?</u> RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED | | | | |
| <u>Property Owner Name</u>
RIDDHI I PATEL | | <u>Prop Owner Phone</u>
334.220.7138 | <u>Property Owner Email</u> | |
| <u>Property Owner Address</u>
8805 BRODERICK STREET | | <u>City</u>
MONTGOMERY | <u>State</u>
AL | <u>Zip Code</u>
36117 |
| <u>Bldg Square Footage</u>
2,700 | <u>Bldg Seating Capacity</u>
0 | <u>Restroom Facilities</u>
YES | <u>Patio Area</u>
NO | <u>Structure</u>
SINGLE |
| <u>License Covers</u>
ENTIRE STRUCTURE | | | | |
| <p><u>Do the premises have a fully equipped and operational kitchen?</u> NO</p> <p><u>Is the business used to habitually and principally provide food to the public?</u> NO</p> <p><u>Is the business equipped with services and facilities for on premises consumption?</u> NO</p> <p><u>Will the business be operated primarily as a package store?</u> NO</p> | | | | |

City of Mobile Alcoholic Beverage License Application

| Owner(s), Partners or Officers | | Copy of Driver's License Must Be Provided for each Person | | | |
|---|---|---|------------------------------------|---------------------------------|--|
| Full Name (Last, First, Middle)
PATEL, RIDDHI ISHWARLAL | | Title
MEMBER | | Drivers License (State, Number) | |
| Home Street Address
8805 BRODERICK STREET | | City
MONTGOMERY | | State
AL | Zip Code
36117 |
| Date of Birth | Place of Birth (City, State, Nation)
ASIA | | Social Security Number | | Mobile Number
(334) 220-7138 |
| Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? | | | | | |
| NO | If YES, Violation | Arresting Agency | Arrest Date | Disposition | |
| Do you have any existing State of Alabama ABC License(s) with any entity in your name? | | | | | |
| NO | If YES, Legal Business Name | Business DBA | Address (Street, City, Zip) | | |
| | SARA-JARA INC | ROAD-RUNER | 4614, Virginia Loop Road | | |
| | SUNDAY INC | EXXON | MONTGOMERY - AL-36106 | | |
| | SATDAY-18 LLC | METRO-PETRO | 3250, main St. mailbroke-AL | | |
| | | | 650, Deasville Hwy 11 11 | | |
| Full Name (Last, First, Middle) | | Title | | Drivers License (State, Number) | |
| Home Street Address | | City | | State | Zip Code |
| Date of Birth | Place of Birth (City, State, Nation) | | Social Security Number | | Mobile Number |
| Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? | | | | | |
| | If YES, Violation | Arresting Agency | Arrest Date | Disposition | |
| Do you have any existing State of Alabama ABC License(s) with any entity in your name? | | | | | |
| | If YES, Legal Business Name | Business DBA | Address (Street, City, Zip) | | |
| | | | | | |
| | | | | | |
| Power of Attorney (POA) Information | | Copy of Driver's License Must Be Provided | | | |
| Full Name (Last, First, Middle)
N/A | | Title | Date of Birth | Drivers License (State, Number) | |
| Home Street Address | | City | State | Zip Code | Phone Number |

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name

Date

R. J. Patel P.O.A

07-03-23

Owner/Applicant Signature

Title

R. J. Patel P.O.A

OWNER

Sworn to and subscribed before me this 3rd day of JULY 20 23

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19, 2025

Notary Stamp



CITY OF MOBILE
REVENUE DEPARTMENT

July 3, 2023



BP GAS STATION
2150 OLD SHELL ROAD
MOBILE, AL 36607 USA
ACCOUNT NUMBER: 125721 TERRITORY 1

INVOICE

| <u>BILL #</u> | <u>MTH/YR</u> | <u>DESCRIPTION</u> | <u>AMOUNT
BILLED</u> | <u>AMOUNT
PAID</u> | <u>INTEREST
DUE</u> |
|---------------|---------------|---|--------------------------|------------------------|-------------------------|
| 1585225 | 12/2023 | ALCOHOL APPLICATION FEE APPLICATION FEE | \$50.00 | \$0.00 | \$0.00 |

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

**Additional penalties may apply when payment is rendered*

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

07/03/2023 10:59AM SHAWN S.
034746-0001

BUSINESS LICENSE

ALIBABA 22 INC DBA BP GAS STATION

125721

2023 Item: 1585225

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CASH \$60.00

CASH -\$10.00

Change due -\$10.00

Paid by: ALIBABA 22 INC DBA BP GAS
STATION



Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

ALL boxes are **REQUIRED**. Form is fillable and have dropdown boxes

| | | | | | | | |
|---|--|--|--|--|--|--|--|
| Application Date
6/27/2023 | | Business Open/Operating by Applicant
Alibaba 22 Inc. | | If YES, Start Date
6/1/2023 | | If No, Anticipated Start Date
— | |
| Application Type
ABC Application | | If New Owner, Previous Business Name
N/A | | Transfer - ABC license? If yes, License Number
New | | | |
| License Type applied for with Alabama ABC Board
ABC Application-new | | | | | | | |
| Business Information | | | | | | | |
| Business Description/Activity
Convenience Store | | | | Other Explain
N/A | | | |
| Legal Business Name
Alibaba 22 Inc | | | | Trade Name (DBA)
B P Gas Station | | | |
| Business Structure (SP, LLC, Corp, etc.)
Corporation | | Incorporation Date
March 03, 2023 | | Physical Address of Business/Building (Street Address, Suite #)
2150 Old Shell Road Mobile Ala 36607 | | | |
| Physical Address of Company - LLC, CORP (Street Address, Suite #)
2150 Old Shell Road | | | | City
Mobile | | State
AL | |
| City
Mobile | | State
Ala | | Zip Code
36607 | | Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Same | |
| Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)
Same | | | | City
Same | | State
Ala | |
| City
Same | | State
Same | | Zip Code
Same | | Business Phone Number
334-220-7138 | |
| Phone Number of Company
334-220-7138 | | Federal Tax ID (FEIN)
92-2675895 | | State of AL Sales Tax ID
RO11741582 | | Where will mail be received?
fiscal address | |
| Business Contact Person Information | | | | | | | |
| Name
Riddhi Patel | | Title
Owner | | Phone
334-220-7138 | | Email
joyceams@hotmail.com | |
| Land/Building Information | | | | | | | |
| Do you own or rent/lease the property? | | | | | | | |
| Property Owner Name
Rhiddis 4 Inc | | | | Do you have a legal description of property?
Convenience Store Required - see page 3 of this application | | | |
| Property Owner Address
8805 Bw de la St | | | | Prop Owner Phone
334-220-7138 | | Property Owner Email
joyceams@hotmail.com | |
| Property Owner City
Montgomery | | State
Ala | | Zip Code
36117 | | Building Seating Capacity
N/A | |
| Building Square Footage
2700 sq. ft. | | | | Fully equipped & operational kitchen
N/A | | | |
| If NO, any food served (if YES explain below)
N/A | | | | Equipped with table and chairs
N/A | | | |
| Habitually used for providing food to public
N/A | | | | Equipped for on premise consumption
N/A | | | |
| Restroom Facilities
N/A | | | | Patio Area
N/A | | | |

City of Mobile Alcoholic Beverage License Application Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- ☒ Completed Application - ALL PAGES
- ☒ ALL required boxes completed
- ☒ Notarized Lease Property & Sign Agreement page
- ☒ Required drawing for Planning & Zoning Department (unless downtown location with no designated parking)
- ☒ Copy of AL ABC Board Typed/Signed Application (all pages)
- ☒ Drivers License copy - ALL owners/members listed on application (must be legible)
- ☒ Background Check (if completed for ABC Board)
- ☒ Business Structure (LLC, Corporation) Articles from Secretary of State
- ☒ ALL pages of the Articles (including any amendments must be provided)
- ☒ Are the Articles stamped by Secretary of State? (this is a requirement)
- ☒ Complete Listing of all members/officers (include name, title, contact phone)
- ☒ Federal Employer Identification Number (FEIN) Letter from IRS
- ☒ State of Alabama Revenue Sales Tax ID Letter
- ☒ Copy of Registered Deed or Signed/Notarized Lease Agreement
- ☒ If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

ABC This documentation will be required before a business license is issued after ABC approval

- ☐ Mobile County Health Department Inspection Report (if applicable)
- ☐ Bureau of Fire Prevention - Fire Inspection Report
- ☐ Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- ☐ Payment for business license and all required coding

Person Completing Application Printed Name

Joyce Culverhouse

Date

6/26/2023

Person Completing Application Signature

Joyce Culverhouse

Title

Bookkeeper

The City of Mobile reserves the right to request required additional information from the applicant



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20230503144308737



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
VMEET LLC
Address: 2150 OLD SHELL RD
MOBILE, AL 36607
Telephone: 407-325-1626

NEW APPLICANT:
ALIBABA 22 INC
Address: 2150 OLD SHELL RD
MOBILE, AL 36607
Telephone: 334-320-7138

Current License No: 050-010001449
070-010001449

LICENSED PREMISES ADDRESS: 2150 OLD SHELL RD MOBILE, AL 36607

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 3rd day of May, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: Pavesh Patel
Title: member

Print Name: Riddhi Patel
Title: owner

WITNESS: (By ABC Enforcement)
Revised 9/08

[Signature]



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230503144308737

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **B P GAS STATION**

Filing Fee:

Applicant: **ALIBABA 22 INC**

Transfer Fee: \$100.00

Location Address: 2150 OLD SHELL RD MOBILE, AL 36607

Mailing Address: 2150 OLD SHELL RD MOBILE, AL 36607

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-066-646

Do you sell Draft Beer?:

Date Incorporated: 03/03/2023 State incorporated: AL County Incorporated: MONTGOMERY

Date of Authority: 03/03/2023

Federal Tax ID: 92-2675895

Alabama State Sales Tax ID: R011741582

| Name: | Title: | Date and Place of Birth: | Residence Address: |
|------------------------|--------|--------------------------|--------------------|
| RIDDHI ISHWARLAL PATEL | OWNER | ASIA | |
| | | | |
| | | | |

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: RIDDHI PATEL

Home Phone: 334-320-7138

Business Phone: 334-320-7138

Cell Phone: 334-320-7138

Fax:

E-mail: BABUSAVJI@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name: OLD SHELL CHEVRON

License 1: 050-010001449

Applicant: VMEET LLC

License 2: 070-010001449



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230503144308737

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: RHIDDI 84 LLC 334-320-7138
What is lessors primary business? CONVENIENT STORE
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2700 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

| Name: | Violation & Date: | Arresting Agency: | Disposition: |
|-------|-------------------|-------------------|--------------|
| | | | |
| | | | |
| | | | |



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230503144308737

Initial each

TR.P
TR.P

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

TR.P

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XXX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XXX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

TR.P

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

TR.P

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

TR.P

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

TR.P

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Riddhi Patel

Signature of Applicant: TR. Patel

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/17/25

Application Taken: 5/3/23 App. Inv. Completed:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230503144308737

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: OWNS
OTHER CONVENIENT STORE

Is there any further interest in, or connection with, the licensee's business by the
lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON

City of Mobile Alcoholic Beverage License Application

| Owner(s), Partners or Officers (attach a separate sheet for each person) | | | | Copy of Driver's License Must Be Provided | |
|--|---------------------------------|------------------|--------------------------------|---|-----------------------------|
| Full Name (Last, First, Middle) | | | Title (Member, Owner, Officer) | | If Member/Officer, Position |
| Riddhi Patel | | | Owner | | Owner |
| Race | Sex | Date of Birth | Home Address | | |
| Asian | Female | | | | |
| Social Security Number | Drivers License (State, Number) | | City | State | Zip Code |
| | | | Montgomery | Ala | 36117 |
| Place of Birth (Country, State, City) | | | Mobile Number | Email | |
| Asian | | | 334-200-7138 | jgceerms@webmail.com | |
| Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed | | | | | |
| Yes/No | If YES, Violation | Arresting Agency | Arrest Date | Disposition | |
| NO | | | | | |
| NO | | | | | |
| NO | | | | | |
| Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed) | | | | | |
| Yes/No | If YES, Legal Business Name | Business DBA | Address (Street, City, Zip) | | |
| NO | | | | | |
| NO | | | | | |
| NO | | | | | |
| NO | | | | | |
| NO | | | | | |

| | |
|-----|---|
| NO | Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain |
| NO | Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain |
| yes | Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain |



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

April 25th, 2023

Dear Ms. Patel,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:

NAME: PATEL, RIDDHI ISHWARLAL

SOC:

ABI RESULT: IDENT

SID:

04-25-2023 16:09 ALLEA0049

*ATN/TCN8002305570

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02381605

*-CIVIL APPLICANT RESPONSE-

REPORT DATE: 04-25-2023

*NAME

STATE ID NO. FBI ID NO.

*PATEL, RIDDHI ISHWARLAL

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*F A 503 140 BRO BLK II

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* PATEL, RIDDHIBEN ISHWARLAL

* PATEL, RIDDHIBEN

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*LAST PAGE ON SID-

SEQ # 1172 MRI #

CERTIFIED COPY
OF ALBI DOCUMENT

ALABAMA DEPARTMENT OF REVENUE
**Power of Attorney
and Declaration of Representative**



NOTE: If you have questions concerning the completion of this form, please refer to the instructions for Federal Form 2848 (revised March 2012). Alabama Form 2848A is very similar to the federal form.

CAUTION: A separate Form 2848A should be completed for each taxpayer.

PART I - POWER OF ATTORNEY

1 TAXPAYER INFORMATION

TAXPAYER NAME AND ADDRESS (Please Type or Print)

Riddhi Patel

EA

DAYTIME TELEPHONE NUMBER

(334)

221-6818

Hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 REPRESENTATIVE(S) (Please Type or Print) Must sign and date this form on page 2, part II. By designating a representative in Part I, Section 2, the taxpayer authorizes the Department to discuss or share information specifically listed in Part I, Section 3 with the authorized representative. All official correspondence from the Department will be sent to the taxpayer. It will be the taxpayer's responsibility to distribute document(s) to their representative.

NAME AND ADDRESS

Jatin Patel
8805 Brudenock St
mtg Ale 36117

TELEPHONE NUMBER (334) 220-7138

FAX NUMBER () -

NAME AND ADDRESS

TELEPHONE NUMBER ()

FAX NUMBER ()

NAME AND ADDRESS

TELEPHONE NUMBER ()

FAX NUMBER ()

To represent the taxpayer before the Alabama Department of Revenue for the following tax matters:

3 TAX MATTERS

| TYPE OF TAX (Individual, Corporate, Sales, etc.) | TAX FORM NUMBER (40, 20C, 41, 85, etc.) | YEAR(S) or PERIOD(S) |
|--|---|----------------------|
| ABC App. | ABC App. | 2010-2025 |
| Business Income | Business Income | 2010-2025 |

4 ACTS AUTHORIZED

Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return;

EXCEPTIONS

List any specific deletions to the acts otherwise authorized in this power of attorney:

5 RETENTION / REVOCATION OF PRIOR POWER(S) OF ATTORNEY

The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Alabama Department of Revenue for the *same* tax matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here. ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

6 SIGNATURE OF TAXPAYER

If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ If this power of attorney is not signed and dated, it will be returned to the taxpayer.

X *John L. Patel* 6/28/2023 *owner*
 SIGNATURE DATE TITLE (If Applicable)
Riddhi Patel
 PRINT NAME

PART II – DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
 - a. Attorney – a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b. Certified Public Accountant – duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c. Enrolled Agent – enrolled as an agent under the requirements of Treasury Department Circular No. 230.
 - d. Officer – a bona fide officer of the taxpayer's organization.
 - e. Full-Time Employee – a full-time employee of the taxpayer.
 - f. Family Member – a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
 - g. Enrolled Actuary – enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
 - h. Unenrolled Return Preparer – an unenrolled return preparer under section 10.7(c)(1)(viii) of Treasury Department Circular No. 230.
 - i. Registered Tax Return Preparer – registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled and return preparers in the instructions.
 - j. Student Attorney or CPA – receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
 - k. Enrolled Retirement Plan Agent – enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ If this declaration of representative is not signed and dated, the power of attorney will be returned.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "jurisdiction" column.

| DESIGNATION – INSERT ABOVE LETTER (a-k) | JURISDICTION (State) or ENROLLMENT CARD NO. | SIGNATURE | DATE |
|---|---|------------------------|------------------|
| <i>f</i> | <i>Ala</i> | <i>X John L. Patel</i> | <i>6/28/2023</i> |
| | | | |
| | | | |

James Culverhouse
11/18/2023

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the corporation (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

ALIBABA 22 INC.

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. Street (No PO Boxes) address of principal office of the corporation:

2160 OLD SHELL RD MOBILE, AL 36607

Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): RIDDHI PATEL

Street (No PO Boxes) address of registered office (must be located in Alabama):

8E

*COUNTY of above address: MONTGOMERY

Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

| | |
|---------------|------------|
| Alabama | |
| Sec. Of State | |
| 001-066-646 | D/C |
| Date | 03/03/2023 |
| Time | 09:14:00 |
| File | \$100.00 |
| County | \$100.00 |
| Total | \$200.00 |

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____
- ANY AND ALL LAWFUL PURPOSES FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED under Title 10A, Chapter 2A of the Code of Alabama.
6. Amount of stock the corporation is authorized to issue: 1500 _____
 Par Value 0.01 _____
 (optional)
7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.
8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) - (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) - (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) - (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) - (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

3 / 3 / 2023

Date (MM/DD/YYYY)

LOVETTE DOBSON

(Signature as required by 10A-2A-1.20)

ORGANIZER

Title

ALIBABA 22 INC.

Name and address of each initial member:

RIDDHI PATEL
8805 BRODERICK ST
MONTGOMERY AL 36117

Additional Details

Incorporators

Incorporator

LOVETTE DOBSON

Street Address

17350 STATE HWY 249 #220
HOUSTON, TX 77064

Mailing Address

17350 STATE HWY 249 #220
HOUSTON, TX 77064

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

ALIBABA 22 INC.

This name reservation is for the exclusive use of RIDDHI PATEL, 8805
BRODERICK ST, MONTGOMERY, AL 36117 for a period of one year
beginning March 03, 2023 and expiring March 03, 2024



RES077190

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

March 03, 2023

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ALIBABA 22 INC
2160 OLD SHELL RD
MOBILE, AL 36607

Date of this notice: 03-03-2023

Employer Identification Number:
92-2675895

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2675895. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2023
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

ALIBABA 22 INC
2150 OLD SHELL RD
MOBILE, AL 36607-3243

| ACCOUNT TYPE | ACCOUNT NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|--------------|----------------|----------------|-----------------|
| SLS | R011741582 | 04/1/2023 | 12/31/2023 |

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Genet N. Westphalen
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

| | | | | |
|---|--------------------|--------------------------|---|--|
| Business Type
<i>Convenience Store</i> | | | License Type
<i>ABC License</i> | |
| Legal Business Name
<i>Alabama 22, Inc</i> | | | Trade Name (DBA)
<i>B P Gas Stations</i> | |
| Physical Address of Business (Street Name, Suite #)
<i>2150 Old Shell Road</i> | | | Building Square Footage
<i>2700 sq ft.</i> | Building Stand alone or attached
<i>alone</i> |
| City
<i>Mobile</i> | State
<i>AL</i> | Zip Code
<i>36607</i> | Did you include the <u>REQUIRED</u> drawing with this sheet? (see pg 5) | |

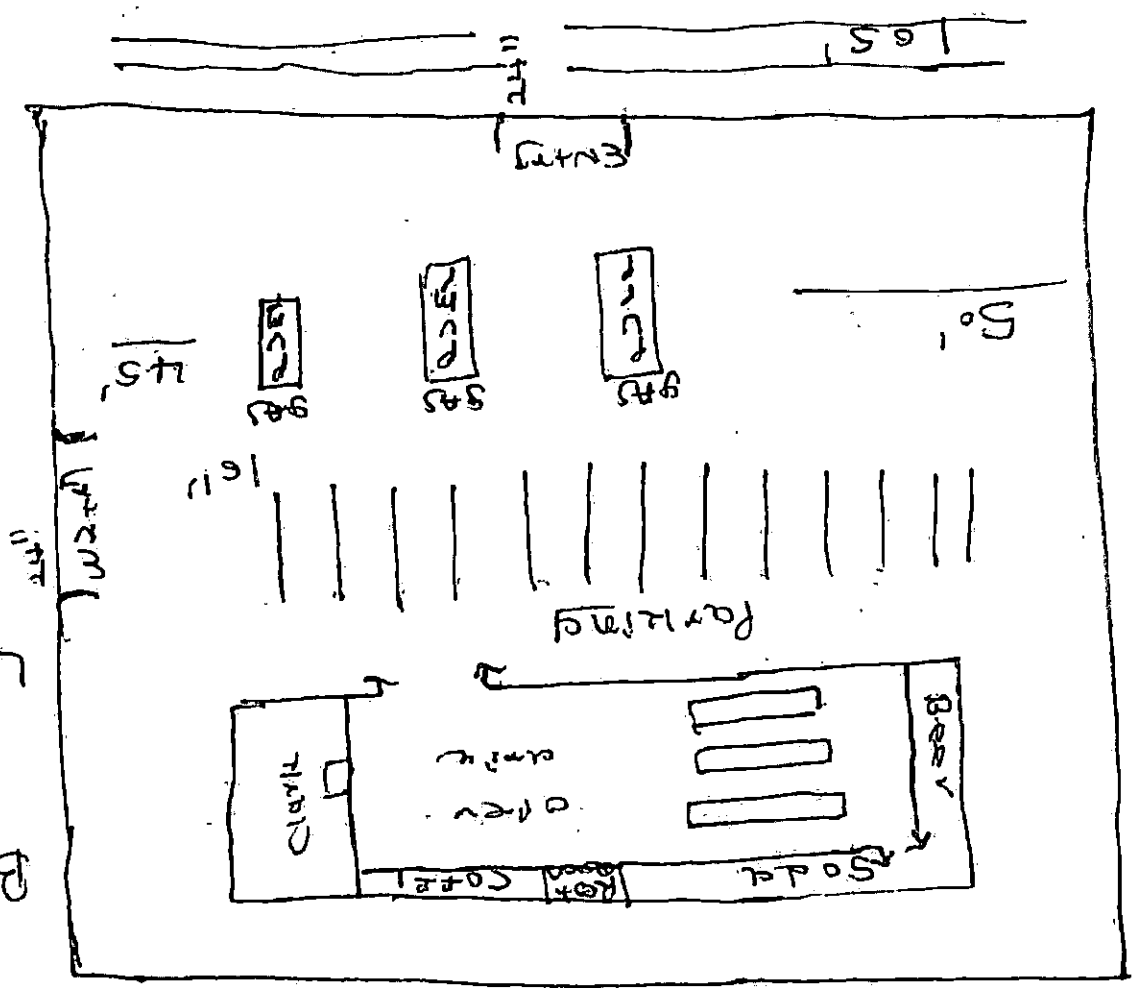
| Business Contact Person | | | |
|-----------------------------|-----------------------|------------------------------|------------------------------------|
| Name
<i>Riddhi Patel</i> | Title
<i>owner</i> | Phone
<i>934 220 7138</i> | Email
<i>riddhi@notmail.com</i> |

| PLANNING & ZONING DEPARTMENT USE ONLY | | | | |
|---------------------------------------|------------------------------|-----------------------------------|----------------------|---------------------------|
| Parking Provided
<i>7+</i> | Parking Required
<i>7</i> | Compliance
<i>Yes</i> | Zoning
<i>B-2</i> | Approved
<i>Yes</i> |
| Comments | | | | |
| Print Name
<i>Tiffany Green</i> | | Signature
<i>Tiffany Green</i> | | Date
<i>06/28/2023</i> |

2150, Old Shell Road mobile - L

Building size
1850 sq. ft
Lot size

~~half acre~~
0.5
half acre



2150
 OLD Shell BP MOBID
 Cigarette RACKS
 CIGARETTE APID
 OFFICE



City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Commercial store

The above described property is

21500 H Street
Mobile, Ala 36607

Company Name

Alabama 82 Inc
21500 H Street Mobile, Ala

Who has applied for an **ALABAMA ALCOHOLIC BEVERAGE LICENSE** at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 27 day of June 2023

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

James Culverhouse

James Culverhouse

11/18/2023

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Road hi 84 LLC

Tobias Foster

Owner of Property (Signature)

Applicant Name (Signature)

Address

Mobile Ala 36611

Address

Mobile Ala 36611

Ownership Type

Corporation

City, State, Zip

City, State, Zip

X April 11 2023

X April 11 2023

Date Agreement Signed

Date Agreement Signed

Skinner, Shawn

From: Green, Tiffany
Sent: Wednesday, June 28, 2023 9:32 AM
To: Williams, Elkie
Cc: Skinner, Shawn
Subject: Re: TIFFANY FW: ABC APPROVAL REQUEST
FOR ALIBABA 22 INC DBA B P GAS STATION
Attachments: BP GAS STATION.pdf

Please see that attached ABC Approval Request.

Tiffany Green
Planner I
Planning & Zoning
Build Mobile
greent@cityofmobile.org
(251) 208-5895 direct



From: Williams, Elkie <elkie.williams@cityofmobile.org>
Sent: Tuesday, June 27, 2023 3:53 PM
To: Anderson, Logan <dlogananderson@cityofmobile.org>; Green, Tiffany <greent@cityofmobile.org>; Rogers, Payton <payton.rogers@cityofmobile.org>; Taylor, Jackson <jackson.taylor@cityofmobile.org>; Whistler, Caldwell CW <whistler@cityofmobile.org>; York, Marie <marie.cross@cityofmobile.org>
Cc: Screws, Tracy <tracy.screws@cityofmobile.org>; Skinner, Shawn <shawn.skinner@cityofmobile.org>
Subject: TIFFANY FW: ABC APPROVAL REQUEST FOR ALIBABA 22 INC DBA B P GAS STATION

Tiffany,

ABC APPROVAL REQUEST FOR ALIBABA 22 INC DBA B P GAS STATION. THANK YOU.

Best Regards,
Elkie Williams
Secretary I
Planning & Zoning

elkie.williams@cityofmobile.org

(251) 208-5895 MAIN



The Planning & Zoning office hours are: Monday, Tuesday, Thursday, and Friday 8am to 3pm and Wednesday 8am to 1pm.

HOLIDAY HOURS: The Planning & Zoning Department **will be closed** Tuesday, July 4th in observance of **Independence Day.**

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>

Sent: Tuesday, June 27, 2023 3:23 PM

To: Planning <planning@cityofmobile.org>

Subject: ABC APPROVAL REQUEST

See attached

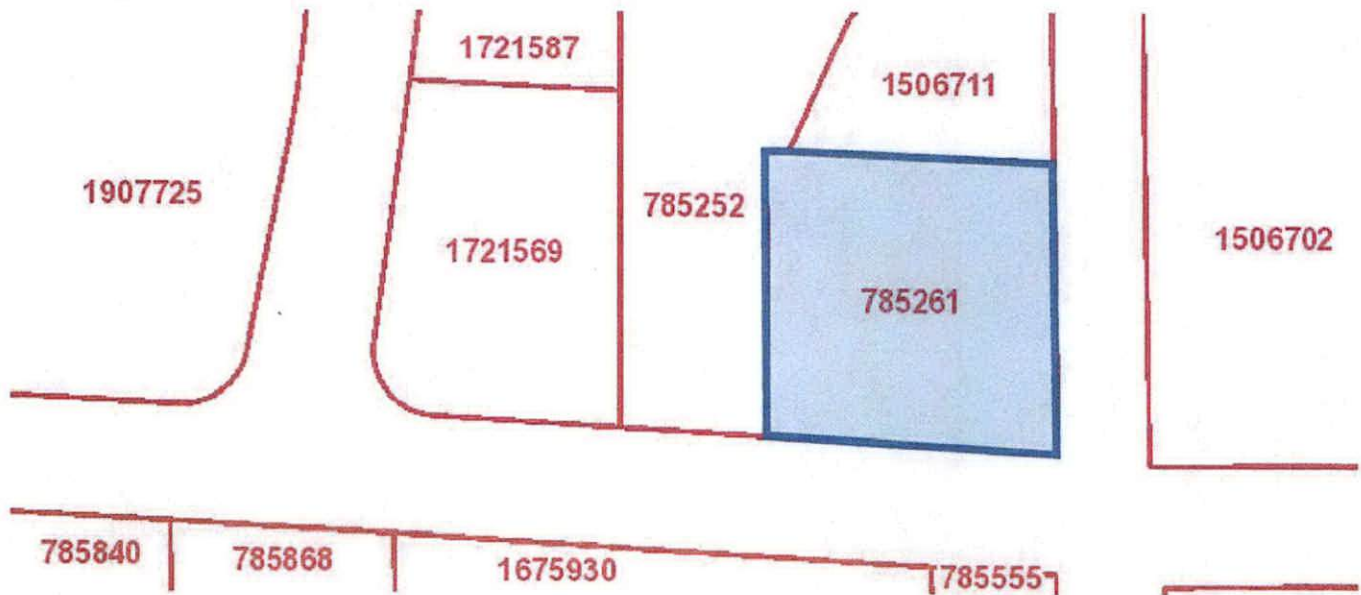


Shawn Skinner
Customer Service Supervisor
Revenue Department

City of Mobile
205 Government St. 2nd Floor, S. Tower
Mobile, AL 36644
P.O. Box 3065 (Mobile, AL 36652-3065)
Telephone (251) 208-7865
Facsimile (251) 208-7954
shawn.skinner@cityofmobile.org

Mobile County Property Search

Key Number: 785261 For Year 2023

 Map

 Property Details

Account

Key Number: 785261

Legal Description: THAT CERTAIN LOT OF LAND BDED BY A LINE DESC AS FOLL BEG AT THE PT OF INTERSECT- ION OF THE W/L OF UPHAM ST WITH THE N LINE OF OLD SHELL RD WHICH PT IS MARKED BY AN OPEN TOP IRON TH RUN TH WLY ALG TH N/L OF OLD SHELL RD 124.98 FT TO A PT MARKED BY A MCCRORY & WILLIAMS CAPPED REBAR TH NWLY WITH AN INT ANGLE TO TH LT OF 94 DEG 00 MIN 07 SEC 125.14 FT TO PT MARKED CONCRETE MONUMENT TH RUN ELY WITH AN INT ANGLE TO TH LT OF 85 DEG 55 03 SEC 124. 71 FT TO A PT ON TH W/L OF UPHAM ST MARKED BY A CRIMP T

Parcel Number: 2907240003040XXX

Type: Real

Property Class: 2

Location

Address: 2150 OLD SHELL RD MOBILE, AL 36607

Owner

Name: PRA PROPERTIES LLC, AN ALABAMA LIMITED LIABILITY CO

Information for address:
2150 OLD SHELL RD

• **Parcel Information:**

Key / ID:

[00785261 / R022907240003040.000](#)

Owner:

Pra Properties Llc, an Alabama Limited Liability Co C/o
Ad Operating Llc
3249 E Avalon Pkwy

Pike Road, Al 36064

Subdivision:

• **Jurisdiction:**

[City of Mobile](#)

• **Neighborhood Renewal District:**

• **Revenue District:**

1

• **Township/Range/Section:**

4s1w20

• **Tract Census 2010:**

002502

• **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1782594.445

Y: 250699.640

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

• **Fire District:**

Fire Station 12 Crichton

• **Garbage Pickup Day:**

Wednesday-East - Route A

• **Police Precinct / Beat:**

Precinct - 3 / Beat - 35

• **Trash Pickup Day/ Unit:**

Wednesday North - biweekly / Td-1

•

Community Action Group:

N/A



Political:

• **City Council District:**

[1 - Cory Penn](#)

• **County Commissioner District:** [3](#)

• **State House District:** [99](#)

• **State Senate District:** [33](#)

School:

• **Elementary School District:**

[Spencer-westlawn](#)

• **High School District:**

[Murphy](#)

• **Middle School District:**

[Washington](#)

• **School Board District:** [4](#)

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

• **Hurricane Evacuation Zones :**

[Zone 2](#)

•

Flood Zone:

[Check flood zone on City Map](#)

•

Storm Surge Category: N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

COMMERCIAL LEASE AGREEMENT

THIS LEASE is made between the undersigned Landlord and Tenant, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord the following described premises (hereinafter referred to as "the premises") located at [address] and to be used for [purpose] and for no other purpose, and the Tenant shall not use the premises for any other purpose without the prior written consent of the Landlord.

2. The term of this lease shall be for [term] years commencing on [start date] and ending on [end date]. The Tenant shall pay to the Landlord a net rent of [amount] per month, payable in advance on the [day] day of each month. The first month's rent is due on [date].

3. The Tenant shall always use and occupy the premises only as a [purpose] store subject to the approval of the Landlord. The Tenant shall not make any alterations, additions, or improvements to the premises without the prior consent of the Landlord.

4. The Landlord shall furnish the following utilities for the premises: [utilities]. The Tenant shall pay for all other utilities, including but not limited to, gas, electricity, water, sewer, telephone, and internet. The Tenant shall also pay for all taxes, assessments, and other charges levied on the premises.

5. The Tenant shall pay building insurance as required by insurance company. As well as fire and hazard insurance (throughout the lease term). The Tenant shall also pay for all other insurance required by the Landlord. The Tenant shall not permit or engage in any activity that would affect the insurance coverage of the premises.

6. The Tenant shall comply with all rules, regulations, ordinances, codes and laws of all governmental entities having jurisdiction over the premises.

7. The Tenant shall not permit or engage in any activity that would affect the insurance coverage of the premises.

8. The Tenant shall not sublet or assign the premises, nor allow any other person to occupy the premises without the prior written consent of the Landlord.

9. The Tenant shall not use the premises for any purpose that is illegal, immoral, or otherwise in violation of applicable laws and regulations.

10. This lease shall be governed by the laws of the State of [state].



WITNES

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson

John J. Thompson



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

ALIBABA 22 INC

Trade Name (DBA)

B P GAS STATION

Location Address

2150 OLD SHELL ROAD

MOBILE AL 36607

Application Number

2023 - 5591

Post Date

July 3, 2023

That public hearing on said application has been set before
the City Council @ 1030am on Tuesday

July 18, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

R. J. Patel P.O.A.

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name

Date

X Riboni Patel

6/27/2023

Owner/Applicant Signature

Title

X R. I. Patel

6/27/2023



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------|------------|-------------|
| packet | Cover Memo | 7/13/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------------|----------|-------------------------|
| City Clerk Gauthier, Lana | Approved | 7/13/2023 -
10:38 AM |

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Lounge Retail Liquor Class I License

Submitted by: Office West Mobile, LLC

Location: Office West Tavern
4070 Government Boulevard
Mobile, AL 36693

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

SCOTT JONES
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

| <u>Date to City Clerk</u> | <u>Application Type</u> | <u>Application Number</u> | <u>City Council Agenda Date</u> |
|---------------------------|-------------------------|---------------------------|---------------------------------|
| June 28, 2023 | NEW APPLICATION | 2023 - 5590 | July 18, 2023 |

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

OFFICE WEST MOBILE LLC

Trade Name (DBA)

OFFICE WEST TAVERN

Location Address

4070 GOVERNMENT BLVD MOBILE AL 36693

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

SCOTT JONES
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

| <u>Date to City Clerk</u> | <u>Application Type</u> | <u>Application Number</u> | <u>City Council Agenda Date</u> |
|---------------------------|-------------------------|---------------------------|---------------------------------|
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NOTE: If this letter is altered, or changed in any way, It will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

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Legal Business Name

OFFICE WEST MOBILE LLC

Trade Name (DBA)

OFFICE WEST TAVERN

Location Address

4070 GOVERNMENT BLVD MOBILE AL 36693

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____



MOBILE POLICE DEPARTMENT



PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: July 13, 2023

Re: Alcoholic Beverage License Application No. 5590
OFFICE WEST MOBILE LLC
D/B/A: Office West Tavern
4070 Government Blvd
Mobile, AL 36693
Brian Marcuzzo, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

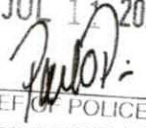
This is a new application for a business that will be named Office West Tavern. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

JUL 14 2023

CHIEF OF POLICE

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: July 5, 2023

Re: Application # 5590 / 4070 Government Blvd.

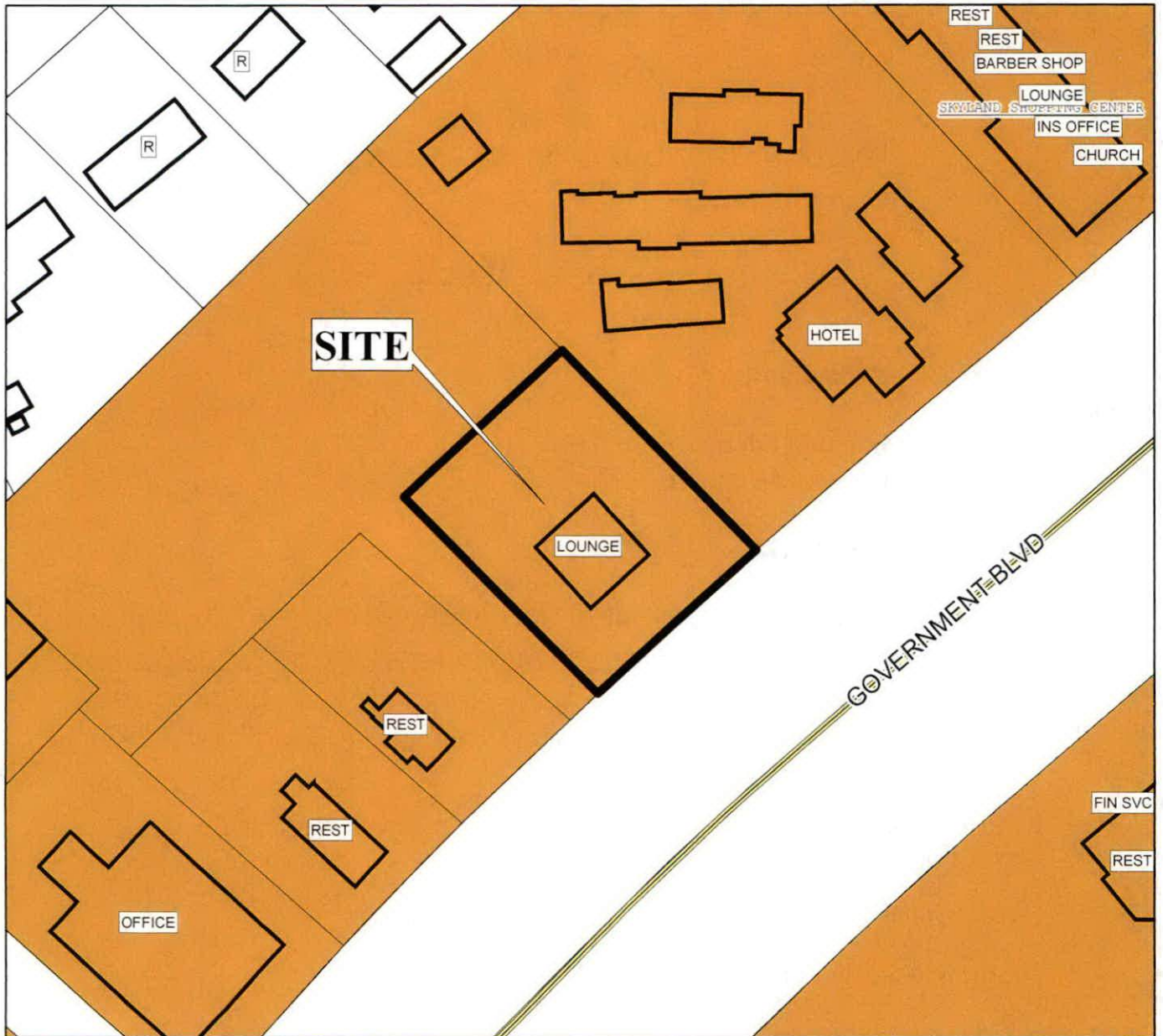
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a lounge with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5590 DATE JULY 18, 2023

APPLICANT OFFICE WEST MOBILE LLC

LOCATION 4070 GOVERNMENT BLVD

REQUEST ALCOHOLIC BEVERAGE LICENSE

| | | | | | | | |
|-----|-----|------|-----|-----|------|-------|------|
| 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 |



LANDUSE SURVEY
CONDUCTED 2010

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

| <u>Date to City Clerk</u> | <u>Application Type</u> | <u>Application Number</u> | <u>City Council Agenda Date</u> |
|---------------------------|-------------------------|---------------------------|---------------------------------|
| June 28, 2023 | NEW APPLICATION | 2023 - 5590 | July 18, 2023 |

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

OFFICE WEST MOBILE LLC

Trade Name (DBA)

OFFICE WEST TAVERN

Location Address

4070 GOVERNMENT BLVD MOBILE AL 36693

| Business Contact Person Information | | | |
|-------------------------------------|--------------|----------------|----------------------------|
| <u>Name</u> | <u>Title</u> | <u>Phone</u> | <u>Email</u> |
| BRIAN S MARCUZZO | MEMBER | (814) 594-3536 | OFFICEWESTMOBILE@GMAIL.COM |

Has any outstanding license and tax issues been addressed and corrected with this business? **NON**

What is/was the start date of this business? **07.25.2023**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

| | | | | |
|--|--|---|--|---|
| <u>Application Date</u>
June 28, 2023 | <u>Application Type</u>
NEW APPLICATION | <u>Application Number</u>
2023 - 5590 | <u>License Number Assigned</u>
125978 | <u>City Council Agenda Date</u>
July 18, 2023 |
| <u>License Type applied for with Alabama ABC Board</u>
010 - LOUNGE RETAIL LIQUOR CLASS I | | <u>2nd License Type applied for with Alabama ABC Board</u> | | |
| Business Information | | | | |
| <u>Legal Business Name</u>
OFFICE WEST MOBILE LLC | | <u>Trade Name (DBA)</u>
OFFICE WEST TAVERN | | |
| <u>Business Structure Type</u>
LLC - LIMITED LIABILITY COMPANY | <u>Incorporation Date</u>
03.27.2023 | <u>Entity ID</u>
7372825 | <u>State</u>
DE | <u>County</u>
KENT |
| <u>Federal Tax ID (FEIN)</u>
92-3338619 | <u>AL State Tax ID</u>
R011808064 | | | |
| <u>Physical Address of Business (Street Address, Suite #)</u>
4070 GOVERNMENT BLVD | | <u>City</u>
MOBILE | <u>State</u>
AL | <u>Zip Code</u>
36693 |
| <u>Mailing Address for Business (PO Box, Street Name, Suite #)</u>
212 WEST TROY STREET STE B | | <u>City</u>
DOTHAN | <u>State</u>
AL | <u>Zip Code</u>
36303 |
| <u>Primary Business Activity at this location</u>
LOUNGE/BAR | | <u>If Location Transfer, Previous Street Address and Zip Code</u>
N/A | | |
| Business Contact Person Information | | | | |
| <u>Name</u>
BRIAN S MARCUZZO | <u>Title</u>
MEMBER ☐ POA | <u>Phone</u>
(814) 594-3536 | <u>Email</u>
OFFICEWESTMOBILE@GMAIL.COM | |
| If TRANSFER of license, Previous Licensee Information | | | | |
| <u>Legal Business Name</u>
N/A | | <u>Trade Name (DBA)</u> | | |
| <u>License Type</u> | | <u>License Number</u> | <u>Any ABC Pending Actions</u> | |
| Land/Building Information | | | | |
| <u>Do you own or rent/lease the property?</u> RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED | | | | |
| <u>Property Owner Name</u>
BRIAN S MARCUZZO & STEPHANIE L CLEVELAND | | <u>Prop Owner Phone</u>
8145943536 | <u>Property Owner Email</u>
OFFICEWESTMOBILE@GMAIL.COM | |
| <u>Property Owner Address</u>
650 MONTCLIFF DRIVE WEST | | <u>City</u>
MOBILE | <u>State</u>
AL | <u>Zip Code</u>
36609 |
| <u>Bldg Square Footage</u>
2,500 | <u>Bldg Seating Capacity</u>
75 | <u>Restroom Facilities</u>
YES | <u>Patio Area</u>
YES | <u>Structure</u>
SINGLE |
| | | | | <u>License Covers</u>
ENTIRE STRUCTURE |
| <u>Do the premises have a fully equipped and operational kitchen?</u> NO
<u>Is the business used to habitually and principally provide food to the public?</u> NO
<u>Is the business equipped with services and facilities for on premises consumption?</u> YES
<u>Will the business be operated primarily as a package store?</u> NO | | | | |

City of Mobile Alcoholic Beverage License Application

| Owner(s), Partners or Officers | | Copy of Driver's License Must Be Provided for each Person | | | |
|---|---|---|---|---------------------------------|--------------------------|
| Full Name (Last, First, Middle)
MARCUZZO, BRIAN SCOTT | | Title
MEMBER | | Drivers License (State, Number) | |
| Home Street Address
1091 SE 17TH STREET 140 | | City
FORT LAUDERDALE | | State
FL | Zip Code
33316 |
| Date of Birth | Place of Birth (City, State, Nation)
OMAHA NE USA | | Social Security Number | | Mobile Number |
| Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? | | | | | |
| NO | If YES, Violation | Arresting Agency | Arrest Date | Disposition | |
| Do you have any existing State of Alabama ABC License(s) with any entity in your name? | | | | | |
| NO | If YES, Legal Business Name | Business DBA | Address (Street, City, Zip) | | |
| | | | | | |
| | | | | | |
| Full Name (Last, First, Middle)
CLEVELAND, STEPHANIE LYNN | | Title
MEMBER | | Drivers License (State, Number) | |
| Home Street Address | | City
MOBILE | | State
AL | Zip Code
36609 |
| Date of Birth | Place of Birth (City, State, Nation)
COUDERSPORT PA USA | | Social Security Number | | Mobile Number |
| Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? | | | | | |
| NO | If YES, Violation | Arresting Agency | Arrest Date | Disposition | |
| Do you have any existing State of Alabama ABC License(s) with any entity in your name? | | | | | |
| NO | If YES, Legal Business Name | Business DBA | Address (Street, City, Zip) | | |
| | | | | | |
| | | | | | |
| Power of Attorney (POA) Information | | | Copy of Driver's License Must Be Provided | | |
| Full Name (Last, First, Middle)
N/A | | Title | Date of Birth | Drivers License (State, Number) | |
| Home Street Address | | City | State | Zip Code | Phone Number |

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

 The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

 The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

 The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

 Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

 In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name

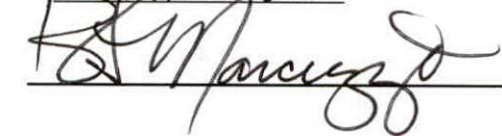
Date

Brian S. Marcuzzo

6-28-2023

Owner/Applicant Signature

Title



Managing Member

Sworn to and subscribed before me this **28th** day of **JUNE** 20 **23**

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19, 2025

Notary Stamp



CITY OF MOBILE
REVENUE DEPARTMENT

June 28, 2023



OFFICE WEST TAVERN
4070 GOVERNMENT BOULEVARD
MOBILE, AL 36693 USA
ACCOUNT NUMBER: 125978 TERRITORY 4

INVOICE

| <u>BILL #</u> | <u>MTH/YR</u> | <u>DESCRIPTION</u> | <u>AMOUNT
BILLED</u> | <u>AMOUNT
PAID</u> | <u>INTEREST
DUE</u> |
|---------------|---------------|---|--------------------------|------------------------|-------------------------|
| 1581256 | 12/2023 | ALCOHOL APPLICATION FEE APPLICATION FEE | \$50.00 | \$0.00 | \$0.00 |

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

06/28/2023 11:24AM CHARLITTA
034664-0001

BUSINESS LICENSE

OFFICE WEST MOBILE LLC
125978

2023 Item: 1581256

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CHECK \$50.00

Check Number 1022

Change due \$0.00

Paid by: OFFICE WEST MOBILE LLC



Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

ALL boxes are **REQUIRED**. Form is fillable and have dropdown boxes

| | | | | | | | |
|---|--------------------|---|---|---|---|--|--------------------------|
| <u>Application Date</u>
06/14/2023 | | <u>Business Open/Operating by Applicant</u>
NO | | <u>If YES, Start Date</u> | | <u>If No, Anticipated Start Date</u>
07/14/2023 | |
| <u>Application Type</u>
New Business (never licensed) | | | <u>If New Owner, Previous Business Name</u> | | | <u>Transfer - ABC license? If yes, License Number</u>
NO | |
| <u>License Type applied for with Alabama ABC Board</u>
010 - Lounge Retail Liquor (class I) - Lounge/Bar | | | | | | | |
| Business Information | | | | | | | |
| <u>Business Description/Activity</u>
LOUNGE/BAR | | | | <u>Other Explain</u> | | | |
| <u>Legal Business Name</u>
Office West Mobile, LLC | | | | <u>Trade Name (DBA)</u>
Office West Tavern | | | |
| <u>Business Structure (SP, LLC, Corp, etc.)</u>
LIMITED LIABILITY COMPANY (LLC) | | | <u>Incorporation Date</u>
03/27/2023 | | <u>Physical Address of Business/Building (Street Address, Suite #)</u>
4070 Government Boulevard | | |
| <u>Physical Address of Company - LLC, CORP (Street Address, Suite #)</u>
212 W. Troy St. STE B | | | | <u>City</u>
Mobile | | <u>State</u>
AL | <u>Zip Code</u>
36693 |
| <u>City</u>
Dothan | <u>State</u>
AL | <u>Zip Code</u>
36303 | <u>Mailing Address of Business/Building (PO Box, Street Name, Suite #)</u>
4070 Government Boulevard | | | | |
| <u>Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)</u>
212 W. Troy St. STE B | | | <u>City</u>
Mobile | | <u>State</u>
AL | <u>Zip Code</u>
36693 | |
| <u>City</u>
Dothan | <u>State</u>
AL | <u>Zip Code</u>
36303 | <u>Business Phone Number</u>
(814) 594-3536 | | <u>Building Type</u>
STAND ALONE | | |
| <u>Phone Number of Company</u>
(814) 594-3536 | | <u>Federal Tax ID (FEIN)</u>
92-3338619 | | <u>State of AL Sales Tax ID</u>
SLS-R011808064 | | <u>Where will mail be received?</u>
BUSINESS MAIL ADDRESS | |
| Business Contact Person Information | | | | | | | |
| <u>Name</u>
Brian Marcuzzo | | <u>Title</u>
Managing Member | | <u>Phone</u>
(814) 594-3536 | <u>Email</u>
officewestmobile@gmail.com | | |
| Land/Building Information | | | | | | | |
| Do you own or rent/lease the property? Rent/Lease (signed/notarized lease agreement required) | | | | | | | |
| <u>Property Owner Name</u>
Brian Marcuzzo and Stephanie Cleveland | | | | <u>Do you have a legal description of property?</u>
YES Required - see page 3 of this application | | | |
| <u>Property Owner Address</u>
650 Montcliff Drive West | | | | <u>Prop Owner Phone</u>
(814) 594-3536 | | <u>Property Owner Email</u>
officewestmobile@gmail.com | |
| <u>Property Owner City</u>
Mobile | <u>State</u>
AL | <u>Zip Code</u>
36609 | <u>Building Seating Capacity</u>
75 | | <u>Building Square Footage</u>
2,500 | | |
| Fully equipped & operational kitchen | | | NO | | | | |
| If NO, any food served (if YES explain below) | | | NO | | | | |
| Habitually used for providing food to public | | | NO | | | | |
| | | | Equipped with table and chairs | | | | |
| | | | YES | | | | |
| | | | Equipped for on premise consumption | | | | |
| | | | YES | | | | |
| | | | Restroom Facilities | | YES | | |
| | | | Patio Area | | YES | | |

City of Mobile Alcoholic Beverage License Application

Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- ☒ Completed Application - **ALL PAGES**
 - ☒ **ALL** required boxes completed
 - ☒ Notarized Lease Property & Sign Agreement page
 - ☒ Required drawing for Planning & Zoning Department (unless downtown location with no designated parking)
 - ☒ Copy of AL ABC Board Typed/Signed Application (all pages)
- ☒ Drivers License copy - **ALL** owners/members listed on application (must be legible)
- ☒ Background Check (if completed for ABC Board)
- ☒ Business Structure (LLC, Corporation) Articles from Secretary of State
 - ☒ **ALL** pages of the Articles (including any amendments must be provided)
 - ☒ Are the Articles stamped by Secretary of State? (this is a requirement)
 - ☒ Complete Listing of all members/officers (include name, title, contact phone)
- ☒ Federal Employer Identification Number (FEIN) Letter from IRS
- ☒ State of Alabama Revenue Sales Tax ID Letter
- ☒ Copy of Registered Deed or Signed/Notarized Lease Agreement
- ☐ If existing Business - **ALL** license renewals & taxes must be paid in **FULL** on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- ☐ Mobile County Health Department Inspection Report (if applicable)
- ☐ Bureau of Fire Prevention - Fire Inspection Report
- ☐ Existing Business - **ALL** license renewals & taxes must be paid in **FULL** on existing license/taxes
- ☐ Payment for business license and all required coding

Person Completing Application Printed Name

Stephanie Cleveland

Date

06/14/2023

Person Completing Application Signature



Title

Member

The City of Mobile reserves the right to request required additional information from the applicant

Skinner, Shawn

From: Office West Mobile <officewestmobile@gmail.com>
Sent: Tuesday, June 20, 2023 2:51 PM
To: Skinner, Shawn; Office West Mobile
Subject: City of Mobile - Alcoholic Beverage License Application - Office West Tavern
Attachments: CITY OF MOBILE - ABC LICENSE APPLICATION - OFFICE WEST TAVERN - 06.20.23.pdf

CAUTION: External Email

Good afternoon Shawn,

Attached you will find all the completed documentation for the Alcoholic Beverage License.

Please let us know if you have any questions - thanks!

- Stephanie



4070 Government Blvd.
Mobile, AL 36693
814-594-3536
officewestmobile@gmail.com



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230613140416687

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: OFFICE WEST TAVERN Filing Fee: \$50.00
Applicant: OFFICE WEST MOBILE LLC Transfer Fee:
Location Address: 4070 GOVERNMENT BLVD MOBILE, AL 36693
Mailing Address: 4070 GOVERNMENT BLVD MOBILE, AL 36693
County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLC

Book, Page, or Document info: 7372825

Do you sell Draft Beer?:

Date Incorporated: 03/27/2023 State incorporated: DE County Incorporated: KENT

Date of Authority: 04/05/2023

Federal Tax ID: 92-3338619

Alabama State Sales Tax ID: R011808064

| Name: | Title: | Date and Place of Birth: | Residence Address: |
|--------------------------|--------|--------------------------|--------------------|
| STEPHANIE LYNN CLEVELAND | MEMBER | | |
| BRIAN SCOTT MARCUZZO | MEMBER | | |
| | | | |

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BRIAN MARCUZZO

Business Phone: 814-661-4149

Fax:

Home Phone: 814-661-4149

Cell Phone: 814-661-4149

E-mail: OFFICEWESTMOBILE@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230613140416687

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **BRIAN S MARZUZZO AND STEPHANIE L CLEVELAND 814-594-3536**

What is lessors primary business? **MANAGER/CORPORATE STAFF**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **2500** Display Square Footage:

Building seating capacity: **75** Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **1** Nearest: **1**

Nearest school: Nearest church: Nearest residence: **1 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230613140416687



Initial each



In reference to law violations, I attest to the truthfulness of the responses given within the application.



In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.



In reference to ACT No. 80-529, I understand that If my application is denied or discontinued, I will not be refunded the filing fee required by this application.



In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this

Signature page

City of Mobile Alcoholic Beverage License Application

| | | | | | |
|--|------------------------------------|---|--|---|--|
| Owner(s), Partners or Officers (attach a separate sheet for each person) | | | | Copy of Driver's License Must Be Provided | |
| <u>Full Name (Last, First, Middle)</u>
Marcuzzo, Brian, Scott | | | <u>Title (Member, Owner, Officer)</u>
Member | | <u>If Member/Officer, Position</u>
Managing Member |
| <u>Race</u>
White | <u>Sex</u>
MALE | <u>Date of Birth</u>
1 | <u>Home Address</u>
Fort Lauderdale FL 33316 | | |
| <u>Social Security Number</u>
1 | | <u>Drivers License (State, Number)</u>
FL 33316 | | <u>State</u>
FL | <u>Zip Code</u>
33316 |
| <u>Place of Birth (City, State, Nation)</u>
Omaha, Nebraska, United States | | | <u>Mobile Number</u>
ewestmobile@gmail.com | | |
| Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed | | | | | |
| Yes/No
NO | <u>If YES, Violation</u> | <u>Arresting Agency</u> | <u>Arrest Date</u> | <u>Disposition</u> | |
| | | | | | |
| | | | | | |
| | | | | | |
| Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed) | | | | | |
| Yes/No
NO | <u>If YES, Legal Business Name</u> | <u>Business DBA</u> | <u>Address (Street, City, Zip)</u> | | |
| | | | | | |
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| | |
|------------|---|
| NO | Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain |
| NO | Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain |
| YES | Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain |



Florida Department of
Law Enforcement

J. Mark Glass
Commissioner

Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7100
www.fdle.state.fl.us

Ron DeSantis, Governor
Ashley Moody, Attorney General
Jimmy Patronis, Chief Financial Officer
Wilton Simpson, Commissioner of Agriculture

June 06, 2023

BRIAN MARCUZZO

Dear Sir or Madam:

Based on the information provided, a search through the files of the Florida Department of Law Enforcement has returned no Florida record for the following individual:

BRIAN MARCUZZO

Race - White

Sex - Male

DOB -

Failure to supply the required information (name, race, sex and date of birth) will greatly reduce our chances of reasonably associating your subject with a possible record in our extensive files. If we may be of further assistance, do not hesitate to contact Criminal History Services at (850) 410-8161.

Sincerely,

Tillman Lewis
Criminal Justice Information Analyst
II
Criminal History Services





NEBRASKA STATE PATROL

Criminal History Record

Dissemination Form



Receipt Number: 78773418

Completed Date: 06/05/2023

Requesting Agency/Individual

Organization Name:

Contact: Brian Scott Marcuzzo

Address 1: 650 Montcliff Dr W

City, State, Zip: Mobile, Alabama, 36609

Email: bmarcuzzo@gmail.com

NO NEBRASKA FINGERPRINT-BASED CRIMINAL HISTORY FOUND

Person of Interest

Name: Brian S Marcuzzo

Date of Birth: 10/09/1966

Gender: Male

Race: White

SSN: XXX-XX-7324

Place of Birth: Alabama

Place of Residence: United States of America

Summary Statement

A criminal record check was conducted using the information provided. Positive Identification cannot be effective without support of fingerprints, which were not used in this check. Criminal records, if any, are included in this report. This record reflects the information available as of the date of this report.

CERTIFICATE

STATE OF NEBRASKA

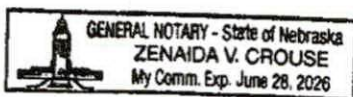
COUNTY OF LANCASTER

I certify that this is a true and exact copy of an original document maintained by Nebraska State Patrol.

[Signature]
Records Supervisor

Subscribed in my presence and sworn before me, this 10th day of June, 2023

Witness my hand and seal



[Signature]
Notary Public

NEBRASKA STATE PATROL CRIMINAL RECORDS &
IDENTIFICATION DIVISION
4600 Innovation Drive
Lincoln, NE 68521
by

[Signature]
Shawna Backemeyer, Research Manager
Nebraska State Patrol - Criminal Identification Division

NOTE: Traffic Infraction data available from: NEBRASKA
STATE DEPARTMENT OF MOTOR VEHICLES
P.O. Box 94789 402-471-2281
Lincoln, NE 68509

City of Mobile Alcoholic Beverage License Application

| Owner(s), Partners or Officers (attach a separate sheet for each person) | | | | Copy of Driver's License Must Be Provided | | |
|--|--|-------------------------|---|--|--|--|
| <u>Full Name (Last, First, Middle)</u>
Cleveland, Stephanie, Lynn | | | <u>Title (Member, Owner, Officer)</u>
Member | | <u>If Member/Officer, Position</u>
Member | |
| <u>Race</u>
White | <u>Sex</u>
FEMALE | <u>Date of Birth</u> | <u>Home Address</u> | | | |
| <u>Social Security Number</u> | <u>Drivers License (State, Number)</u> | | <u>City</u>
Mobile | <u>State</u>
AL | <u>Zip Code</u>
36609 | |
| <u>Place of Birth (City, State, Nation)</u>
Coudersport, Pennsylvania, United States | | | <u>Mobile Number</u> | <u>Email</u>
officewestmobile@gmail.com | | |
| Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed | | | | | | |
| <u>Yes/No</u>
NO | <u>If YES, Violation</u> | <u>Arresting Agency</u> | <u>Arrest Date</u> | <u>Disposition</u> | | |
| | | | | | | |
| | | | | | | |
| Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed) | | | | | | |
| <u>Yes/No</u>
NO | <u>If YES, Legal Business Name</u> | <u>Business DBA</u> | <u>Address (Street, City, Zip)</u> | | | |
| | | | | | | |
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| | |
|-----|---|
| NO | Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain |
| NO | Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain |
| YES | Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain |



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. Box 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

June 20, 2023

Dear Ms. Cleveland,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN

NAME: CLEVELAND, STEPHANIE LYNN

SC

ART RESULT: NON IDENT

END

**CERTIFIED COPY
OF
ALEA DOCUMENT**

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION**

**FIRST
Name**

The name of the limited liability company is:
Office West Mobile, LLC

**SECOND
Registered Agent**

The address of its registered office in the State of Delaware is
8 The Green, Suite B in the City of Dover. Zip code 19901.

The name of its registered agent at such address is
Northwest Registered Agent Service, Inc.

**THIRD
Duration**

The duration of the limited liability company shall be perpetual.

**FOURTH
Purpose**

The purpose for which the company is organized is to conduct any and all lawful business for which Limited Liability Companies can be organized pursuant to Delaware statute.

In Witness Whereof, the undersigned have executed this Certificate of Formation this 27th day of March, 2023.

By: Nat Smith
Authorized Person
Name: Nat Smith

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, Code of Alabama 1975.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:

Office West Mobile, LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

*A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (No PO Boxes) address of principal office: _____

212 W. Troy St. STE B Dothan, AL 36303

Mailing address (if different from street address) _____

(For SOS Use Only)

Alabama
Sec. Of State
001-072-747 FLL
Date 04/05/2023
Time 13:14:00
File \$150.00
County \$0.00

Total \$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Delaware
(State or Country of formation)
7. Date of the entity's formation in state/country of jurisdiction: 3 / 27 / 2023 (MM/DD/YYYY)
8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.
9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
Northwest Registered Agent Service, Inc.
10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):
212 W. Troy St., STE B Dothan, AL 36303
Mailing address in Alabama of registered agent/office (if different from street address) _____
11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:
☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC
12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):
Began or will begin doing business: 4 / 5 / 2023 (MM/DD/YYYY)
- 4 / 5 / 2023
Date (MM/DD/YYYY)
- Nat Smith authorized signer
Signature of person authorized to sign per 10A-1-4.01

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Office West Mobile, LLC

This name reservation is for the exclusive use of Northwest Registered Agent
Service, Inc., 212 W. Troy St., STE B, Dothan, AL 36303 for a period of one year
beginning April 05, 2023 and expiring April 05, 2024



RES084163

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

April 05, 2023

Date

A handwritten signature in dark ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State



Members

- Brian Marcuzzo - Member - 814-661-4149
- Stephanie Cleveland - Member - 814-594-3536

LLC Membership Certificate

OFFICE WEST MOBILE LLC

(Name of LLC)

OFFICE WEST MOBILE LLC is organized in the state of ALABAMA, effective 3/27/2023,
(Name of LLC) (date)

and has a total of 2 Member(s).

This is to certify that BRIAN MARCUZZO is a Member of OFFICE WEST MOBILE LLC
(Member name) (Name of LLC)

and holds a % Membership Interest in OFFICE WEST MOBILE LLC, of which the Member is entitled to the full benefits.
(Name of LLC)

Such benefits are subject to the terms and conditions set forth in the Operating Agreement of OFFICE WEST MOBILE LLC, and
(Name of LLC)
any amendments thereto.

Certified,

OFFICE WEST MOBILE LLC has caused this certificate to be executed by its MEMBER on 3/27/2023.
(Name of LLC) (title) (date)


(signature)

STEPHANIE CLEVELAND, MEMBER
(name) (title)

LLC Membership Certificate

OFFICE WEST MOBILE LLC

(Name of LLC)

OFFICE WEST MOBILE LLC is organized in the state of ALABAMA, effective 3/27/2023

(Name of LLC)

(date)

and has a total of 2 Member(s).

This is to certify that STEPHANIE CLEVELAND is a Member of OFFICE WEST MOBILE LLC

(Member name)

(Name of LLC)

and holds a % Membership Interest in OFFICE WEST MOBILE LLC, of which the Member is entitled to the full benefits.

(Name of LLC)

Such benefits are subject to the terms and conditions set forth in the Operating Agreement of OFFICE WEST MOBILE LLC, and any amendments thereto.

(Name of LLC)

Certified,

OFFICE WEST MOBILE LLC has caused this certificate to be executed by its MANAGING MEMBER on 3/27/2023

(Name of LLC)

(title)

(date)

Brian Marcuzzo

(signature)

BRIAN MARCUZZO, MANAGING MEMBER

(name)

(title)

Date of this notice: 04-05-2023

Employer Identification Number:
92-3338619

Form: SS-4

Number of this notice: CP 575 B

OFFICE WEST MOBILE LLC
BRIAN MARCUZZO MBR
8 THE GRN STE 14206
DOVER, DE 19901

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3338619. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. ~~It is not a legal determination of your tax classification, and is not binding on the IRS.~~ If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



2023
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

OFFICE WEST MOBILE LLC
212 W TROY ST B
DOTHAN, AL 36303-4455

| ACCOUNT TYPE | ACCOUNT NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|--------------|----------------|----------------|-----------------|
| SLS | R011808064 | 07/1/2023 | 12/31/2023 |

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED, SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Stearns

Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

| | | | | | |
|---|--------------------|--------------------------|--|--|--|
| Business Type
LOUNGE/BAR | | | License Type
010 - Lounge Retail Liquor (class I) - Lounge/Bar | | |
| Legal Business Name
Office West Mobile, LLC | | | Trade Name (DBA)
Office West Tavern | | |
| Physical Address of Business (Street Name, Suite #)
4070 Government Boulevard | | | Building Square Footage
2,500 | | Building Stand alone or attached
STAND ALONE |
| City
Mobile | State
AL | Zip Code
36693 | Did you include the REQUIRED drawing with this sheet? (see pg 5)
YES ... DRAWING ATTACHED | | |

| Business Contact Person | | | |
|-------------------------------|--------------------------|-------------------------|-------------------------------------|
| Name
Brian Marcuzzo | Title
Managing Member | Phone
(814) 594-3536 | Email
officewestmobile@gmail.com |

| PLANNING & ZONING DEPARTMENT USE ONLY | | | | |
|---------------------------------------|------------------------------|--|----------------------|---------------------------|
| Parking Provided
32 | Parking Required
9 | Compliance
YES | Zoning
B-2 | Approved
YES |
| Comments | | | | |
| Print Name
PAYTON ROGERS | | Signature
 | | Date
06/28/2023 |

City of Mobile Alcoholic Beverage License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (**REQUIRED** - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Lot 1, Revised Olensky's Addition to Mobile, according to plat thereof recorded in Map Book 105, page 115 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

The above described property is

RENT/LEASED

to/by

Company Name

Office West Mobile, LLC dba Office West Tavern/Brian Marcuzzo and Stephanie Cleveland

Who has applied for an **ALABAMA ALCOHOLIC BEVERAGE LICENSE** at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 17th day of June 20 23

Notary Printed Name

Notary Signature

Sheila C Clark

Sheila C. Clark

My (Notary) Commission Expires

NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAR. 13, 2027

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Stephanie Cleveland

Brian Marcuzzo

Owner of Property (Signature)

Applicant Name (Signature)

SCleveland

Brian Marcuzzo

Address

Address

650 Montcliff Drive West

4070 Government Blvd.

City, State, Zip

City, State, Zip

Mobile AL 36609

Mobile AL 36693

Date Agreement Signed

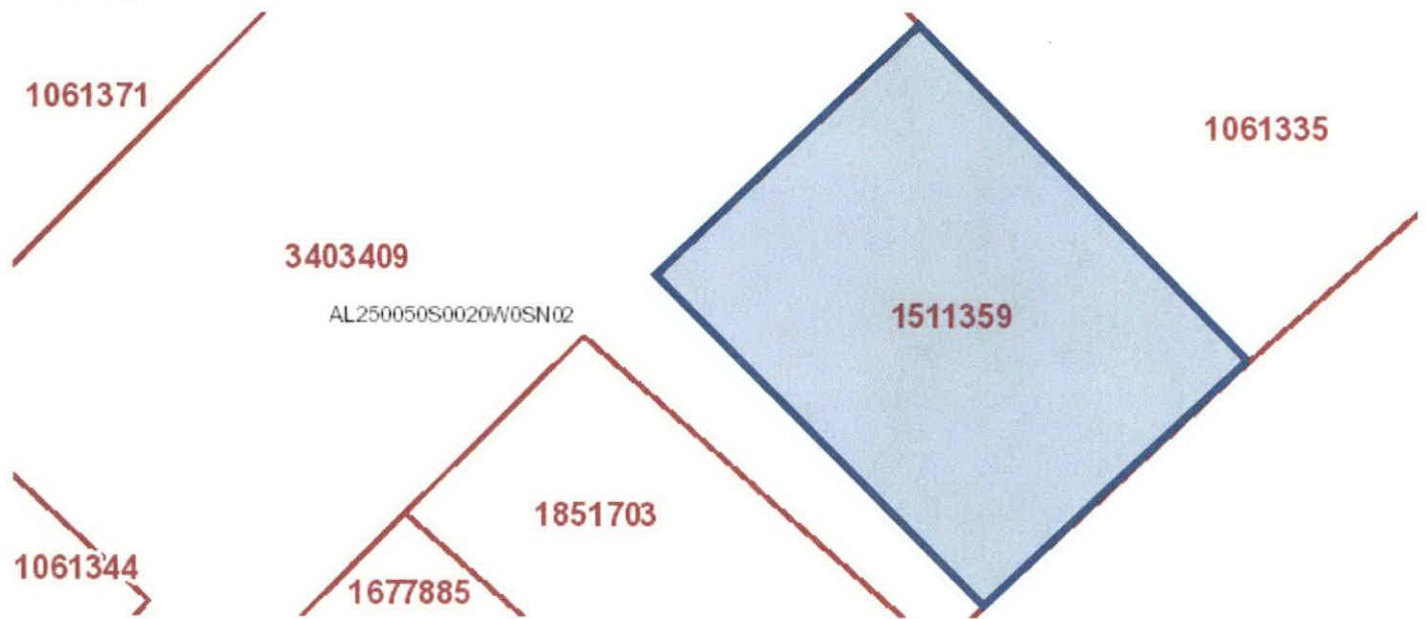
Date Agreement Signed

6/17/23

6/17/23

Key Number: 1511359 For Year 2023

Map



Property Details

| | |
|---------------------------|--|
| Account | |
| Key Number: | 1511359 |
| Legal Description: | LOT 1 OLENSKY'S SECOND ADD TO GOVERNMENT BLVD MBK 105 PG 115 #SEC 02 T5S R2W #MP33 01 02 4 001 |
| Parcel Number: | 3301024001012XXX |
| Type: | Real |
| Property Class: | 2 |
| Location | |
| Address: | 4070 GOVERNMENT BLVD MOBILE, AL 36693-4728 |
| Owner | |
| Name: | HERZ LLC |
| Mailing Address: | 650 MONTCLIFF DR W
MOBILE , AL 36609-6535 |
| Exemptions: | For privacy reasons not all exemptions are shown online. |

Property Values

Information for address: 4070 GOVERNMENT BLVD

Parcel Information:

Key / ID:

[01511359 / R023301024001012.000](#)

Owner:

Herz LLC C/o Marcuzzo Brian S & Stephanie L
Cleveland
650 Montcliff Dr W

Mobile, AL 36609

Subdivision:

Jurisdiction:

[City of Mobile](#)

Neighborhood Renewal District:

Revenue District:

4

Township/Range/Section:

5s2w02

Tract Census 2010:

003100

Zipcode:

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1766436.874

Y: 232223.565

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

Fire District:

Fire Station 19 Mccoske

Garbage Pickup Day:

Friday-West - Route Sw2

Police Precinct / Beat:

Precinct - 2 / Beat - 23

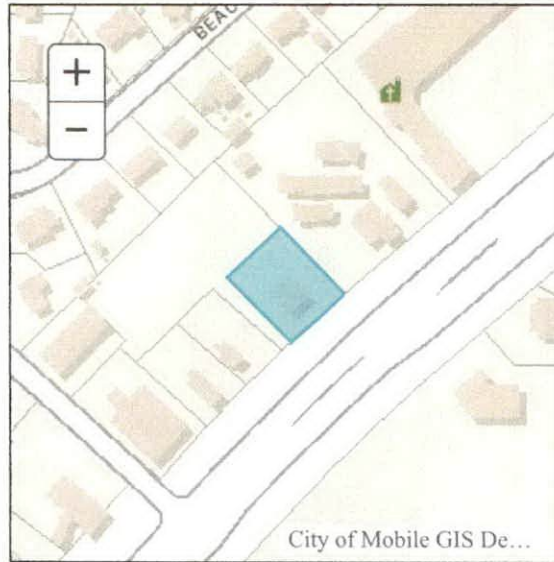
Trash Pickup Day/ Unit:

Thursday South - biweekly / Td-1

•

Community Action Group:

N/A



Political:

City Council District:

[4 - Ben Reynolds](#)

County Commissioner District: [2](#)

State House District: [103](#)

State Senate District: [35](#)

School:

Elementary School District:

[Shepard](#)

High School District:

[Davidson](#)

Middle School District:

[Chastang](#)

School Board District: [2](#)

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

Hurricane Evacuation Zones :

[Zone 3](#)

•

Flood Zone:

[Check flood zone on City Map](#)

•

Storm Surge Category: N/A

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on May 1 2023 is between:

The **Lessor** is 2 individual(s) known as Brian S. Marcuzzo and Stephanie L. Cleveland with a mailing address of 650 Montcliff Dr. W., Mobile, Alabama, 36609, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Office West Mobile, LLC dba Office West Tavern with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described 3520 square feet (SF) of hospitality space located at 4070 Government Blvd, Mobile, Alabama, ~~36609~~ **36693** *BFM*

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on May 1 2023 and expire at Midnight on April 30 2028 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$3,500.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$35.00 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$10.00 daily until the rent is fully satisfied, including any late payment fees, if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 2 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on May 1 2028 and end on April 30 2033 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

The second (2nd) renewal period shall begin on May 1 2033 and end on April 30 2038 with the rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessor will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease, at least to the limits of \$1,000,000.00.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: Water and Sewer

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There shall be a total number of 53 parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment, except the following: Improvement of space as agreed to by Owner and Tenant..

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

HVAC MAINTENANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the Lessor shall be responsible for all costs associated to the everyday upkeep and maintenance of said HVAC System.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA),

the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Alabama. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. Pets shall be allowed on the Premises without any restriction or conflict by the Lessor with the Lessee being fully responsible for damage caused by any such Pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect

therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Alabama.

NOTICES. Notices shall be addressed to the following:

Lessor: Brian S. Marcuzzo and Stephanie L. Cleveland
650 Montcliff Dr. W., Mobile, Alabama, 36609

Lessee: Office West Mobile, LLC
4070 Government Blvd, Mobile, Alabama, 36609

36693 *[Handwritten signature]*
[Handwritten signature]

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

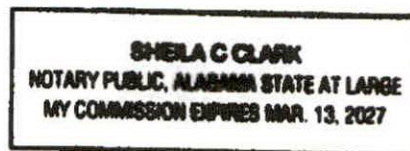
LESSOR SIGNATURE

Signature Brian S. Marcuzzo Date May 1, 2023
Brian S. Marcuzzo

Signature Stephanie L. Cleveland Date May 11, 2023
Stephanie L. Cleveland

LESSEE SIGNATURE

Signature Brian S. Marcuzzo Date May 1, 2023
Brian S. Marcuzzo, Managing Member



Sheila C. Clark
Sheila C. Clark



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

OFFICE WEST MOBILE LLC

Trade Name (DBA)

OFFICE WEST TAVERN

Location Address

4070 GOVERNMENT BLVD MOBILE AL 36693

Application Number

2023 - 5599 90

Post Date

June 28, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

July 18, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Brian S. Marano

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name

Date

Stephanie Cleveland

6/16/23

Owner/Applicant Signature

Title

S. Cleveland

Member



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Chief Paul Prine, MPD

Sponsored by:

Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
7/13/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/13/2023 -
10:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, July 18, 2023
Date

Item No. _____

Submitted by: Mobile Police Department
Department

Paul O. Prine
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee:

June 2023: Officer Taylor Wood

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Task Force Officer Taylor Wood

During the month of June 2023, several high profile, violent fugitives were located and arrested as the result of Task Force Officer (TFO) Taylor Wood's hard work and dedication. TFO Wood is currently assigned to the Tactical Intelligence Unit, Gulf Coast Fugitive Task Force. During the month of June, TFO Wood was especially aggressive in his efforts to locate wanted violent felons. He has represented the Mobile Police Department with distinction.

On June 1st, serial robbery suspects were arrested in Mobile County as the result of Task Force Officer Taylor Wood's investigative efforts; one suspect was wanted on two felony warrants and three misdemeanor warrants, and a second suspect was wanted on three felony warrants, including a felony warrant for Attempted Murder, and two misdemeanor warrants.

On June 15th, thanks to the collaborative efforts of TFO Wood, a suspect who had been on the run and hiding for one year was located and arrested in Houston, Texas. The suspect had four felony warrants and two misdemeanors and was also wanted for Assault First Degree and multiple charges of Shootings Into An Occupied Dwellings and/or Occupied Vehicle. Additionally, during the month of June, TFO Wood began aggressive investigative efforts to apprehend an MPD Fugitive, wanted for the commission of a murder that occurred on June 4, 2023. TFO Wood was able to identify and locate friends and family suspected of harboring the fugitive. They were able to ascertain from an individual that the fugitive was being harbored by an associate that resides in Huntsville, AL. Coordinating with the United States Marshal's Service Fugitive Task Force in Huntsville, the fugitive was located and arrested without incident on June 26, 20223.

On June 24th, TFO Wood's investigative prowess and competence was responsible for the capture of a suspect that was a tri-county serial robber who had five felony warrants and one misdemeanor. The suspect was arrested without incident in Mobile County. Furthermore, in early June, TFO Wood was integrally involved in having a suspect placed on the United States Marshals Service (USMS) top 15 Most Wanted Fugitives. The suspect had been on the run for two years. Due to TFO Wood's investigative and liaison efforts, the suspect was located and arrested in Avon, Indiana. The suspect was wanted for Capital Murder.

TFO Taylor Wood's initiative, enthusiasm, and excellence in his overall performance exhibits a proactive policing style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens of Mobile, we are pleased to award this CERTIFICATE OF RECOGNITION to Task Force Officer Taylor Wood as OFFICER OF THE MONTH for June 2023, with our sincere thanks.



C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prime
Chief of Police, Mobile Police Department



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

James A. DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for July, Rodney King with Traffic Engineering in Public Works at Large.

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

Build
Mobile

Gauthier, Lana

Approved

7/13/2023 -
12:26 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE STRIKERS' CLUB STUDENT SPOLIGHT PROGRAM.

Amount of Contract:

\$500.00

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 | Cover Memo | 7/13/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|----------------------|----------|----------------------|
| Accounting Green, Vi | Approved | 7/13/2023 - 10:58 AM |

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$500.00** to Strikers' Club, Inc., from his discretionary funds;* and

WHEREAS, Strikers' Club, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Strikers' Club, Inc., *will be used to assist with the Strikers' Club Student Spotlight program.* Donations will help purchase school supplies for 2023-2024 school term.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$500.00** to Strikers' Club, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
7/14/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/14/2023 - 1:26
PM

03-792

2023

RESOLUTION

Sponsored by: Councilmember Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Sam Hecker is appointed to the Mobile City-County Youth Council
effective immediately.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
7/17/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/17/2023 - 4:13
PM

03-793

2023

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Council concurs in the appointment of Dr. Mary Stewart Nelson to
the AltaPointe Health System, Inc. Board effective immediately for a term
ending July 18, 2029.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

To install new HVAC system and Electrical at the Michael C. Dow Amphitheater Sound Room at Trinity Gardens

Amount of Contract:

\$42,500.00

Funding Source

Project # Trinity Gardens-Michael C. Dow

Amphitheater Sound Room – HVAC & Electrical
PR-044-23

Discretionary Funds

Project String C0076 CIP Parks-Trinity Gardens

PK IMP-D1 (CIP:2022-P-044 D1) (20002000-48010)

Contract Number:4535

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|--|------------|-------------|
| PR-044-23 Trinity Gardens-Michael C. Dow Amphitheater Sound Room – HVAC & Electrical | Cover Memo | 7/7/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---------------------------|--------------------|----------|---------------------|
| Architectural Engineering | Boatwright, Cassie | Approved | 7/7/2023 - 11:53 AM |
| Capital | Rhodes, Brenda | Approved | 7/7/2023 - 2:56 PM |

Legal

Kern, Chris

Approved

7/7/2023 - 3:31
PM

Mayors
Office

Montgomery, Brandi

Approved

7/13/2023 - 2:53
PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

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

Name of Company: INTEGRITY MAINTENANCE LLC

Project Name: TRINITY GARDENS –
MICHAEL C. DOW AMPHITHEATER – SOUND ROOM
HVAC AND ELECTRICAL

Project Number: PR-044-23

Amount: \$42,500.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PARKS-TRINITY GARDENS PK IMP-D1

CAPITAL PROJECT #: C0076 (CIP:2022-P-044 D1) (20002000-48010)

CONTRACT AMOUNT: \$42,500.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-044-23

PROJECT DESCRIPTION: TO INSTALL NEW HVAC SYSTEM AND ELECTRICAL AND POWER COMPONENTS AT THE MICHAEL C. DOW AMPHITHEATER SOUND ROOM AT TRINITY GARDENS (3100 BANKS AVENUE)

VENDOR NAME: INTEGRITY MAINTENANCE LLC

VENDOR NUMBER: 295931

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Katie Cassil - Secretary III Date: 7/07/2023

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



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

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

And the **Contractor:** Integrity Maintenance LLC
410 Highway 43 South, Suite F-111
Saraland, Alabama 36571

City Business License No.: 114046

Secretary of State Registration No.: 000-544-181

For the following **Project:** Trinity Gardens – Michael C. Dow Amphitheater
Sound Room HVAC & Electrical
3100 Banks Avenue
Mobile, Alabama 36617

Project Number: PR-044-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Two Thousand Five Hundred and no/100 Dollars (\$42,500.00) which includes a Contingency Allowance of two thousand and no/100 Dollars (\$2,000.00).

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

1.3 ALLOWANCE

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

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

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

- 3.1** The Contractor shall deliver the Work complete within Forty-Five (45) calendar days from the date of the written Notice to Proceed.
- 3.2** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3** This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4** All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 LIQUIDATED DAMAGES**

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

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

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

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

3. United States Longshoreman's Harbor Worker's Act

4. Jones Act Coverage if applicable) placed either in the Workers Compensation or through the Marine General Liability.

B. Comprehensive General Liability Insurance and/or Marine General Liability:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor. Marine General Liability shall include Premises and Operations, Personal & Advertising Injury, Products & Completed Operations, Protection & Indemnity including vessel and crew (if applicable).

2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /\$2,000,000 Aggregate on a "Per Project" Basis.

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

4. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

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

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

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

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

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

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

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

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

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

not required to carry professional liability insurance for the performance or obligations of this contract.

- 3.9** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD of PAYMENT:** Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION of CONTRACT:** The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.
- 3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND**
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$10,000.00.
1. Cost of the bonds shall be included in the bid.
 2. Bond shall be submitted with the executed agreement on provided form(s).
 3. Power of Attorney is required for both bonds.
 4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

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

3.16 RETAINAGE

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

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

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

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Integrity Maintenance, LLC has completed the contract PR-044-23 for Trinity Gardens – Michael C. Dow Amphitheater – Sound Room HVAC & Electrical, 3100 Bank Avenue, Mobile, Alabama 36617. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

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

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

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents

are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

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

1. Request for Quotes documents, dated May 10, 2023, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated May 19, 2023;
3. Exhibit A – Scope of Work;
4. E-Verify Documentation;
5. Alabama Secretary of State Documentation;
6. DBE Subcontracting and Major Supplier Plan;
7. Performance and Labor and Material Payment Bonds;
8. Certificate of Insurance with endorsements; and
9. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

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

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

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

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Integrity Maintenance, LLC

Signature

William S. Stimpson, Mayor
Printed Name and Title

By Signature

Jason Carter, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jason Carter as owner/pees of Integrity Maintenance, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 2 day of June, 20 23.

Jennifer Lee Foster
NOTARY PUBLIC

My Commission Expires: March 29, 2026



EXHIBIT A
SCOPE OF WORK

Trinity Gardens – Michael C. Dow Amphitheater

Sound Room HVAC & Electrical

Project #PR-044-23

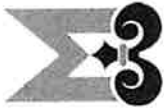
The Work shall include the furnishing of all labor, material, tools and equipment necessary to carefully remove the existing HVAC system, electrical & power components, and plumbing fixtures per the bid drawings. The Work shall include furnishing of all labor, material, tools and equipment necessary to install new HVAC system and electrical & power components per the bid drawings. All specifications for Work are included on bid drawings.

Remediation of the Sound Room shall be completed before this Work begins. (See attached Quote for Work, NOT in this Contract).

Contractor shall be responsible for removal and disposal of all demolished materials, trash and other construction debris off site on a daily basis.

Contractor shall be responsible to field verify all measurements at the site of the Work.

END OF SCOPE OF WORK



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

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

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

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

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

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

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

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

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



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

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

Section I. Information about your company

FORM 1: Background and Plan

| | |
|-----------|--|
| Company | Integrity Maintenance L.L.C. |
| Address | |
| Telephone | 410 Hwy 43 S. Suite F-111, Saraland AL. 36571 |
| E-Mail | 251-391-9073
integritym.17@gmail.com |

| | |
|--------------------------------|---|
| RFQ/RFQ Solicitation Number | PR-044-23 |
| Project Description | Sound Room HVAC & Electrical |
| Is your company a DBE company? | Yes ☒ No ☐ |
| Work force demographics | Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☐ |
| Total # of Employees | 3 |

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jason Carter
Signature: Jason Carter Date: 5/22/2023
Title: President

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

Name: Jason Carter Title: President
Email: integritym.17@gmail.com Phone: 251-391-9073



Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company _____ Your Bid/Proposal Amount \$ \$40,500.00 Date: 5/22/2023

/ / Description Sound Room HVAC & Electrical

Name of Bidder/Proposer: Integrity Maintenance L.L.C. - Jason Carter

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Integrity Maintenance L.L.C.

Contact Person: Jason Carter

Phone 251-391-9073

Email integritym.17@gmail.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

EXECUTED IN FOUR
PERFORMANCE BOND Bond No. 72560816

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Integrity Maintenance LLC
410 Hwy 43 S., Ste. F-111, Saraland, AL 36571, hereinafter called the Principal, and WESTERN SURETY COMPANY
P. O. Box 1827, Mobile, AL 36633, hereinafter called the Surety, are held and firmly bound unto the City of Mobile,
hundred and xx/100 Dollars (\$42,500.00) for payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns for the faithful performance of a certain written Contract dated the 2nd day
of June, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material,
equipment and insurance and performing all Work required to properly complete Trinity Gardens - Michael C. Dow
Amphitheater - Sound Room HVAC & Electrical, 3100 Bank Avenue, Mobile, Alabama 36617, PR-044-23 a copy of
which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 10th day of June, 2023.

CONTRACTOR AS PRINCIPAL
Company: Integrity Maintenance LLC
(Corporate Seal)

By: Jason Carter
(Signature)
Name and Title: Jason Carter
President

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: Michelle Leigh Kidd
(Signature)
Name and Title: MICHELLE LEIGH KIDD
Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: ALABAMA INSURANCE EXCHANGE
Address: P. O. BOX 724728
Atlanta, GA 31139
Phone and Fax: 205-988-0800 & 205-987-2080

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



Performance Bond

EXECUTED IN FOUR
LABOR AND MATERIAL PAYMENT BOND Bond No. 72560816

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Integrity Maintenance LLC, 410 Hwy 43 S Ste. F-111
Saraland, AL 36571, as Principal, and **WESTERN SURETY COMPANY**
as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called
the "Obligee") in the penal sum of forty-two thousand five hundred and no/100 Dollars (\$42,500.00) lawful money of
the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 2nd day of June,
2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all
work required to properly complete Trinity Gardens - Michael C. Dow Amphitheater - Sound Room HVAC &
Electrical, 3100 Bank Avenue, Mobile, Alabama 36617, PR-044-23 which, **THEREFORE, THE CONDITION OF**
THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided
for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make
payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work
provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment
of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations
shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the
following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the
work provided for in said contract shall have a direct right of action against the Principal and Surety on this
bond, which right of action shall be asserted in a proceeding instituted in the County in which the work
provided for in said Contract is to be performed or in any county in which said Principal and Surety does
business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or
claimants for his or their use and benefit against said Principal and Surety or either of them (but not later
than one year after the final settlement of said Contract) in which action such claim or claims shall be
adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint MICHELLE LEIGH KIDD **Attorney-In-Fact**,
as the agent of each of them to receive and accept service of process or other pleading issued or filed in any
proceeding instituted on this bond and hereby consent that such service shall be the same as personal
service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons,
and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on
the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of
the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above
described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's
Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit,
action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 10th day of June, 2023

CONTRACTOR AS PRINCIPAL
Company: Integrity Maintenance LLC
(Corporate Seal)

By: Jason Carter
(Signature)
Name and Title: Jason Carter - President

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: Michelle Leigh Kidd
(Signature)
Name and Title: MICHELLE LEIGH KIDD
Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: ALABAMA INSURANCE EXCHANGE
Address: P. O. BOX 724728
Atlanta, GA 31139
Phone and Fax: 205-988-0800 & 205-987-2080

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



Labor and Material Payment Bond

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72560816

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MICHELLE LEIGH KIDD

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Integrity Maintenance LLC

Obligee: City of Mobile

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72560816 is not issued on or before midnight of August 16th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 10th day of June, 2023.

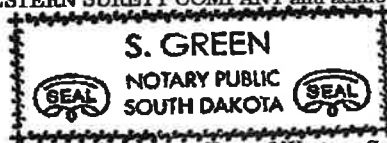
STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

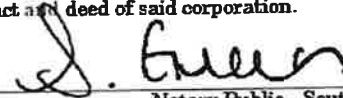


Larry Kasten, Vice President

On this 10th day of June, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027



Notary Public - South Dakota

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 10th day of June, 2023.

WESTERN SURETY COMPANY



Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023





| Integrity Maintenance L.L.C. | |
|--|--|
| Entity ID Number | 000 - 544 - 181 |
| Entity Type | Domestic Limited Liability Company |
| Principal Address | Not Provided |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 02/21/2019 |
| Registered Agent Name | CARTER, JASON |
| Registered Office Street Address | 410 HWY 43 S. SUITE F-111
SARALAND, AL 36571 |
| Registered Office Mailing Address | 410 HWY 43 S. SUITE F-111
SARALAND, AL 36571 |
| Nature of Business | |
| Annual Reports | |
| <p>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.</p> | |
| Report Year | <u>2021</u> <u>2022</u> <u>2023</u> |
| Transactions | |
| Transaction Date
Miscellaneous Filing Entry | 02/26/2019
New Entity Effective 02-21-2019 11:18 |
| Transaction Date
Agent Mailing Address Changed From | 10/21/2021
CARTER, JASON
5319 HWY 90 W STE 102 PMB # 101
MOBILE, AL 36619 |
| Transaction Date
Registered Agent Changed From | 10/21/2021
CARTER, JASON
5319 HWY 90 W STE 102 PMB # 101
MOBILE, AL 36619 |
| Scanned Documents | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 02/26/2019 Certificate of Formation 3 pgs. |
| Document Date / Type / Pages | 10/21/2021 Registered Agent Change 2 pgs. |

Browse Results

New Search



Company ID Number: 1640438

Approved by:

| | |
|--|---------------------------|
| E-Verify Employer Agent Employer
Integrity Maintenance LLC | |
| Name (Please Type or Print)
Jason Carter | Title |
| Signature
Electronically Signed | Date
02/09/2021 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print)
USCIS Verification Division | Title |
| Signature
Electronically Signed | Date
02/09/2021 |



Company ID Number: 1640438

| Information Required for the E-Verify Program | |
|---|--|
| Information relating to your Company: | |
| Company Name | Integrity Maintenance LLC |
| Company Facility Address | 410 Hwy 43 S suite f 111
Saraland, AL 36571 |
| Company Alternate Address | |
| County or Parish | MOBILE |
| Employer Identification Number | 833067607 |
| North American Industry Classification Systems Code | 236 |
| Parent Company | |
| Number of Employees | 1 to 4 |
| Number of Sites Verified for | 1 site(s) |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2023

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
Alabama Insurance Exchange
PO Box 724728

Atlanta GA 31139 | | CONTACT NAME: Karen Thompson
PHONE (A/C, No, Ext): (205) 988-0800
FAX (A/C, No): (770) 858-7545
E-MAIL ADDRESS: karen@aielns.com | |
| INSURED
Integrity Maintenance LLC
410 Hwy 43 S Ste F-111

Saraland AL 36571 | | INSURER(S) AFFORDING COVERAGE
INSURER A: Western World
INSURER B: Auto-Owners Insurance Co.
INSURER C: Alabama Home Builders SIF
INSURER D:
INSURER E:
INSURER F: | |
| | | NAIC #
18988
00004 | |

COVERAGES

CERTIFICATE NUMBER: Rev 2023 COI

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY
☐ CLAIMS-MADE ☒ OCCUR
Contract Liability Per CG0001 4/13

GEN'L AGGREGATE LIMIT APPLIES PER:
☐ POLICY ☒ PROJECT ☐ LOC
OTHER: | Y | Y | NPP8934189 | 05/15/2023 | 05/15/2024 | EACH OCCURRENCE \$ 1,000,000 | |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 | | | | | | | |
| | MED EXP (Any one person) \$ 10,000 | | | | | | | |
| | PERSONAL & ADV INJURY \$ 1,000,000 | | | | | | | |
| B | AUTOMOBILE LIABILITY
☒ ANY AUTO
☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS
☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | Y | Y | 5219562000 | 02/28/2023 | 02/28/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | |
| | BODILY INJURY (Per person) \$ | | | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | | | |
| A | ☒ UMBRELLA LIAB ☒ OCCUR
☐ EXCESS LIAB ☐ CLAIMS-MADE
DED RETENTION \$ | Y | Y | EZXS3116814 | 05/22/2023 | 05/22/2024 | EACH OCCURRENCE \$ 4,000,000 | |
| | AGGREGATE \$ 4,000,000 | | | | | | | |
| | \$ | | | | | | | |
| | \$ | | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N
Y | N/A | Y | 35622 | 01/01/2023 | 01/01/2024 | ☒ PER STATUTE ☐ OTH-ER |
| | E.L. EACH ACCIDENT \$ 1,000,000 | | | | | | | |
| | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | | | | | | |
| | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | | | | | |

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

Project# pr-044-23 Trinity Gardens - Michael C Dow Amphitheater sound room hvac & electrical
Contractual liability per form CG0001 04/13
City of Mobile is an additional insured as respects to general liability, auto liability, and umbrella. General liability and Auto liability is primary and non-contributory. Umbrella follows form. Waiver of subrogation in favor of City of Mobile as respects to general liability, auto liability and umbrella. 30 day cancellation in favor of City of Mobile as respects to general liability. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City of Mobile
PO Box 1827

Mobile AL 36633 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE
 |

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any matter, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any matter, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods — Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording and Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:**

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";**
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";**
- (c) Notify any other insurer whose coverage is available to the indemnitee; and**
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and**

- (2) Provides us with written authorization to:**

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant for the claimant's legal representation.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this Insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the improvements to the Community Center interior and a new ADA ramp at the Hope Community Center

Amount of Contract:

\$193,600.00

Funding Source

Project # Hope Community Center - New ADA
Ramp and Interior Improvements PR-090-21

Discretionary Funds

Project String C0308 CIP Parks-Hope Comm
Center Impro (CIP: 2025-P-003) (20002000-48010)

Contract Number:4544

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|---|------------|-------------|
| PR-090-21 Hope
Community Center - New
ADA Ramp and Interior
Improvements | Cover Memo | 7/10/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------------------------|--------------------|----------|-------------------------|
| Architectural
Engineering | Boatwright, Cassie | Approved | 7/13/2023 - 9:46
AM |
| Capital | Rhodes, Brenda | Approved | 7/13/2023 -
11:26 AM |
| Legal | Kern, Chris | Approved | 7/13/2023 - 1:01 |

Mayors
Office

Montgomery, Brandi

Approved

PM
7/13/2023 - 2:44
PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: INTEGRITY MAINTENANCE LLC

Project Name: HOPE COMMUNITY CENTER –
NEW RAMP & INTERIOR IMPROVEMENTS

Project Number: PR-090-21

Amount: \$193,600.00
(CIP: 2025-P-003)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PARKS-HOPE COMM CENTER IMPRO

CAPITAL PROJECT #: C0308 (CIP:2025-P-003) (20002000-48010)

CONTRACT AMOUNT: \$193,600.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-090-21

PROJECT DESCRIPTION: FOR THE IMPROVEMENTS TO THE COMMUNITY CENTER INTERIOR AND A NEW ADA RAMP AT THE HOPE COMMUNITY CENTER (850 EDWARDS ST).

VENDOR NAME: INTEGRITY MAINTENANCE LLC

VENDOR NUMBER: 295931

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Katie Cassil - Secretary III Date: 7/10/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

Integrity Maintenance, LLC
410 Hwy 43 South, Suite F-111
Saraland, Alabama 36571

City of Mobile Business License Number: 114046
Secretary of State Registration Number: 000-544-181

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

Hope Community Center Improvements – New Ramp & Interior Improvements
850 Edwards Street
Mobile, Alabama 36610

PR-090-21
For the improvements to the community center interior and a new ADA ramp.

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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1

TABLE OF ARTICLES

| | |
|---|--|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | TERMINATION OR SUSPENSION |
| 8 | MISCELLANEOUS PROVISIONS |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS |

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than one hundred twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)

(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one hundred ninety-three thousand six hundred and 00/100 Dollars (\$193,600.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$183,600.00
Contingency Allowance: \$ 10,000.00
Total Bid: \$193,600.00

§ 4.2 Alternates

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

| Item | Price |
|------|-------|
| N/A | |

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Row deleted)

Hope Community Park Contingency Allowance: \$10,000.00

Contingency Allowance: Ten thousand and 00/100 Dollars (\$10,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|--|-----------------------|-------------------------|
| 1. Trench Earth Excavation & backfill | CY | \$300.00 |
| 2. Hand Earth Excavation & backfill | CY | \$170.00 |
| 3. Topsoil | CY | \$80.00 |
| 4. Sod | SY | \$20.00 |
| 5. Seeding and Mulching | SY | \$30.00 |
| 6. Silt Fencing | LF | \$10.00 |
| 7. New Concrete Sidewalk (4" Thick) | CY | \$300.00 |
| 8. Electrical – Data and Phone Outlet in Wall | EA | \$150.00 |
| 9. Electrical – Duplex Power Outlet in Wall (120V) | EA | \$150.00 |
| 10. Electrical – Power Outlet in Wall (240V) | EA | \$200.00 |
| 11. Electrical – Junction Box in Wall | EA | \$150.00 |
| 12. Electrical – Power Outlet in Wall (240V) | EA | \$200.00 |
| 13. Electrical – Exit Light | EA | \$200.00 |
| 14. Fire Extinguisher and Cabinet | EA | \$540.00 |
| 15. 3 5/8" Interior Walls w/ Drywall ea. Side tape and finished with sound batt in cavity. | SF | \$12.00 |
| 16. 6" Interior Walls w/ Drywall ea. Side tape and finished with sound batt in cavity. | SF | \$15.00 |
| 17. Standard Acoustical Ceiling | SF | \$20.00 |

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| | | |
|--|----|---------|
| 18. Standard Vinyl Ceiling | SF | \$23.00 |
| 19. Un-faced Sound Batt Insulation Above Suspended Ceiling. | SF | \$5.00 |
| 20. Caulking and (2 Coats) Painting of Finished Gypsum Board Walls | SF | \$4.50 |
| 21. 4 ½" Rubber Cove Base | LF | \$6.00 |

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

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5

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Integrity Maintenance, LLC. has completed the contract PR-090-21 for Hope Community Center Improvements – New Ramp and Interior Improvements, 850 Edwards Street, Mobile, Alabama 36610. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

Jason Carter, President
Integrity Maintenance, LLC
410 Highway 43, Suite F-111
Saraland, Alabama 36571
Email: Integritym.17@gmail.com
Telephone: (251) 391-9073

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

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

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
 - Included or X Not Applicable.
 - I. Underground Hazard:
 - Included or X Not Applicable.

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- J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
- K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
- L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |

.8 Umbrella/Excess Liability: \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other Provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

1. AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
2. AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

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.3 Drawings

| Number | Title | Date |
|---------|--|---------|
| C-G0.00 | TITLE SHEET | 5/17/23 |
| C-G1.01 | INDEX OF DRAWINGS & GENERAL INFORMATION | 5/17/23 |
| C-G1.02 | GENERAL NOTES | 5/17/23 |
| C-G1.11 | ACCESSIBILITY INFORMATION | 5/17/23 |
| C-G2.01 | BUILDING CODE SUMMARY | 5/17/23 |
| C-G2.02 | LIFE SAFETY PLAN | 5/17/23 |
| C-A0.00 | PARTIAL SITE PLAN | 5/17/23 |
| C-A0.01 | DEMOLITION PLAN | 5/17/23 |
| C-A0.02 | DEMOLITION RCP | 5/17/23 |
| C-A1.01 | NEW FLOOR PLAN | 5/17/23 |
| C-A1.11 | ENLARGED PLANS & INTERIOR ELEVATIONS | 5/17/23 |
| C-A2.01 | NEW REFLECTED CEILING PLAN | 5/17/23 |
| C-A4.01 | RAMP PLAN & DETAILS | 5/17/23 |
| C-A6.01 | DOOR SCHEDULE, LEGEND, & DETAILS | 5/17/23 |
| C-A7.01 | INTERIOR ELEVATIONS | 5/17/23 |
| C-A7.11 | MILLWORK DETAILS | 5/17/23 |
| C-A8.01 | FINISH PLAN & SCHEDULE | 5/17/23 |
| C-P0.01 | LEGENDS, NOTES & ABBREVIATIONS | 5/17/23 |
| C-P1.01 | PLUMBING DEMOLITION | 5/17/23 |
| C-P2.01 | FLOOR PLAN – PLUMBING | 5/17/23 |
| C-P3.01 | DETAILS | 5/17/23 |
| C-E0.01 | ELECTRICAL LEGEND & ABBREVIATIONS | 5/17/23 |
| C-E0.02 | ELECTRICAL SPECIFICATIONS AND NOTES | 5/17/23 |
| C-E1.11 | COMMUNITY CENTER LIGHTING PLAN –
DEMOLITION | 5/17/23 |
| C-E2.11 | COMMUNITY CENTER LIGHTING PLAN – NEW WORK | 5/17/23 |

.4 Specifications

| Section | Title | Date |
|------------|-------------------------------------|---------|
| | SPECIFICATIONS PART A | |
| DIVISION 1 | GENERAL REQUIREMENTS | |
| 010050 | PROJECT SAFETY | 5/17/23 |
| 012100 | ALLOWANCES | 5/17/23 |
| 012200 | UNIT PRICES | 5/17/23 |
| 013100 | PROJECT MANAGEMENT AND COORDINATION | 5/17/23 |
| 013200 | CONSTRUCTION PROGRESS DOCUMENTATION | 5/17/23 |
| | SUBMITTAL PROCEDURES | |
| 013300 | SUBSTITUTION PROCEDURES | 5/17/23 |
| 016350 | EXECUTION REQUIREMENTS | 5/17/23 |
| 017000 | OPERATIONS AND MAINTENANCE MANUALS | 5/17/23 |
| 017823 | PROJECT RECORD DOCUMENTS | 5/17/23 |
| 017839 | | 5/17/23 |
| | EXISTING CONDITIONS | |
| DIVISION 2 | SELECTIVE DEMOLITION | |
| 024119 | | 5/17/23 |
| | CONCRETE | |
| DIVISION 3 | SITE CONCRETE | |
| 033100 | | 5/17/23 |
| | STEEL | |
| DIVISION 5 | HANDRAILS AND RAILINGS | |
| 055200 | | 5/17/23 |

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| | | |
|-------------|--------------------------------------|---------|
| | WOOD, PLASTICS, COMPOSITES | |
| DIVISION 6 | ROUGH CARPENTRY | |
| 061000 | ARCHITECTURAL WOODWORK | 5/17/23 |
| 064000 | | 5/17/23 |
| | DOORS AND WINDOWS | |
| DIVISION 8 | OPERABLE PARTITIONS | |
| 083513 | DOOR HARDWARE | 5/17/23 |
| 087100 | | 5/17/23 |
| | FINISHES | |
| DIVISION 9 | TILE | |
| 093000 | ACCOUSTICAL TILE CEILINGS | 5/17/23 |
| 095123 | INTERIOR PAINTING | 5/17/23 |
| 099123 | | 5/17/23 |
| | SPECIALTIES | |
| DIVISION 10 | SIGNAGE | |
| 101400 | SOLID-PHONLIC TOILET COMPARTMENTS | 5/17/23 |
| 102113 | TOILET ACCESSORIES | 5/17/23 |
| 102800 | BABY CHANGING STATIONS | 5/17/23 |
| 102814 | | 5/17/23 |
| | FURNISHINGS | |
| DIVISION 12 | ENTRANCE FLOOR MATS | |
| 124813 | | 5/17/23 |
| | ELECTRICAL | |
| DIVISION 22 | PLUMBING GENERAL | |
| 220000 | CODES AND STANDARDS | 5/17/23 |
| 220010 | PLUMBING RELATED WORK | 5/17/23 |
| 220020 | SLEEVES AND SLEEVE SEALS | 5/17/23 |
| 220517 | VALVES | 5/17/23 |
| 220523 | HANGERS AND SUPPORTS | 5/17/23 |
| 220529 | TESTING, CLEANING, AND STERILIZATION | 5/17/23 |
| 220539 | FOR PLUMBING PIPING | 5/17/23 |
| | PLUMBING IDENTIFICATION | |
| 220553 | PLUMBING PIPING INSULATION | 5/17/23 |
| 220719 | DOMESTIC WATER PIPING | 5/17/23 |
| 221116 | SANITARY WASTE AND VENT PIPING | 5/17/23 |
| 221316 | PLUMBING FIXTURES | 5/17/23 |
| 224000 | | 5/17/23 |
| | ELECTRICAL (SPECS ARE ON DRAWINGS) | |
| DIVISION 26 | | 5/17/23 |
| | EARTHWORK | |
| DIVISION 31 | TERMITE CONTROL | 5/17/23 |
| 313116 | | 5/17/23 |
| | EXTERIOR IMPROVEMENTS | |
| DIVISION 32 | SEEDING & RESTORATION | |
| 329219 | | 5/17/23 |
| | SCOPE OF WORK | |
| EXHIBIT | ELECTRICAL COM CHECKS | 5/17/23 |
| EXHIBIT A | | 5/17/23 |
| EXHIBIT B | | 5/17/23 |
| .5 | Addenda, if any: | |

| Number | Date |
|-------------|---------|
| ADDENDUM #1 | 4/17/23 |
| ADDENDUM #2 | 5/02/23 |
| ADDENDUM #3 | 5/11/23 |

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

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

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| N/A | | | |

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

| | |
|---------------|---|
| Section 00100 | Invitation to Bid |
| Section 00200 | AIA Document A701-Instructions to Bidders |
| Section 00300 | Supplementary Instructions to Bidders |
| Section 00400 | Bid Form |
| | Accounting of Sales Tax Form C-3A |
| | Office of Supplier Diversity Subcontracting and Major Supplier Plan |
| Section 00500 | Standard Form of Agreement Between Owner and Contractor |
| | AIA Document A101 |
| Section 00600 | Bonds, Certificates and Affidavits |
| | Performance Bond |
| | Labor and Material Payment Bond |
| | E-Verify Documentation (Sample) |
| | Application and Certificate for Payment-AIA Document G702and G703 |
| | with DBE Utilization Report |
| | Certificate of Substantial Completion-AIA Document G704 |
| | Contractor's Affidavit of Payment of Debts and Claims- |
| | AIA Document G706 |
| | Contractor's Affidavit of Release of Liens-AIA Document G706A |
| | Consent of Surety to Final Payment-AIA Document G707 |
| | Request for Taxpayer Identification Number and Certification W9 Tax |
| | Form and City of Mobile Vendor Information Form |
| Section 00700 | General Conditions of the Contract for Construction- |
| | AIA Document A201 |
| | Details of Project Sign |

§ 9.2.2 Best Management Practices (BMPs):

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

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oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

City of Mobile

Legal Name of Party to Contract:
Contractor: Integrity Maintenance, LLC

OWNER (Signature)

Jason Carter
CONTRACTOR (By Signature)

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

Jason Carter, President
(Printed name and title)

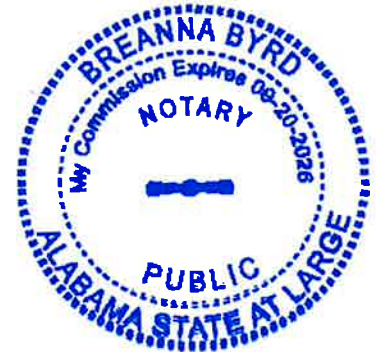
ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jason Carter as President of Integrity Maintenance, LLC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 31 day of May, 20 23.

Breanna Byrd
NOTARY PUBLIC
My Commission Expires: 9-20-2026



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**EXHIBIT A
SCOPE OF WORK**

**HOPE COMMUNITY CENTER
NEW RAMP/INTERIOR IMPROVEMENTS**

Project #PR-090-21

The work of this contract consists a new ramp and sidewalk connecting the gymnasium to the existing sidewalk, new exterior lighting, and interior improvements including restroom upgrades, door hardware, cabinetry, signage, partition door, and painting.

END OF SCOPE OF WORK

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Integrity Maintenance LLC
 410 Hwy 43 S., Ste. F-111, Saraland, AL 36571, hereinafter called the Principal, and WESTERN SURETY COMPANY
 151 N. Franklin, 17th Fl., Chicago, IL 60606, hereinafter called the Surety, are held and firmly bound unto the City of Mobile,
P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of One Hundred Ninety Three Thousand Six Hundred and xx/100
Dollars (\$193,600.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and
 assigns for the faithful performance of a certain written Contract dated the 22nd day of May, 2023 entered into
 between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and
 performing all Work required to properly complete PR-090-21 Hope Community Center Improvements - New Ramp &
 Interior Improvements, Mobile, Alabama a copy of which said Contract is incorporated herein by reference and is
 made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and
 conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the
 performance of such Contract on account of labor and materials used in connection therewith, and all such other
 obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every
 nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract
 or other such and liability resulting from negligence or otherwise on the part of such Principal and further save
 harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely
 perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and
 description which may be incurred by the Owner in making good any and every default which may exist on the part of
 the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful
 claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection
 with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or
 corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason
 of any default whatever shall be brought on this bond after two years from the date on which the final payment on the
 Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or
 in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the
 Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until
 the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become
 null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in
 Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and
 complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor
 and Surety to the mode of service above described and that the service shall be the same as personal service on the
 contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 2nd day of June, 2023.

CONTRACTOR AS PRINCIPAL
 Company: Integrity Maintenance LLC
 (Corporate Seal)

By: Jason Carter
 (Signature)
 Name and Title: Jason Carter
President

SURETY
 Company: WESTERN SURETY COMPANY
 (Corporate Seal)

By: Cassandra Whitworth Agan
 (Signature)
 Name and Title: CASSANDRA WHITWORTH AGAN, Attorney-in-Fact

Resident Agent: NOT NEEDED
 (Signature)

Name and Title:
 Company Name: ALABAMA INSURANCE EXCHANGE
 Address: 2032 VALLEYDALE RD.
BIRMINGHAM, AL 35244-2006
 Phone and Fax: 205-988-0800 / 205-987-2080

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



Performance Bond

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Integrity Maintenance LLC, 410 Hwy 43 S., Ste. F-111, Saraland, AL 36571, as Principal, and WESTERN SURETY COMPANY, 151 N. Franklin, 17th Fl., Chicago, IL 60606, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of ^{One Hundred Ninety Three Thousand Six Hundred} and xx/100 (\$193,600.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the 22nd day of May, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete PR-090-21 Hope Community Center Improvements - New Ramp & Interior Improvements, Mobile, Alabama which, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint CASSANDRA WHITWORTH AGAN Attorney-in-Fact, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 2nd day of June, 2023

CONTRACTOR AS PRINCIPAL
Company: Integrity Maintenance LLC
(Corporate Seal)

SURETY
Company: WESTERN SURETY COMPANY
(Corporate Seal)

By: Jason Carter
(Signature)

By: Cassandra Whitworth Agan
(Signature)

Name and Title: Jason Carter - President

Name and Title: CASSANDRA WHITWORTH AGAN, Attorney-in-Fact

Resident Agent: NOT NEEDED
(Signature)

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

Name and Title:
Company Name: ALABAMA INSURANCE EXCHANGE
Address: 2032 VALLEYDALE RD.
BIRMINGHAM, AL 35244-2006
Phone and Fax: 205-988-0800 / 205-987-2080



Labor and Material Payment Bond

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72558958

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint CASSANDRA WHITWORTH AGAN

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Integrity Maintenance LLC

Obligee: City of Mobile

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72558958 is not issued on or before midnight of September 30th, 2023, all authority conferred in this Power of Attorney shall expire and terminate.

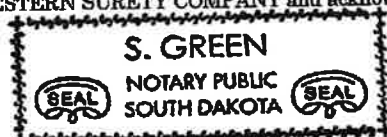
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 2nd day of June, 2023



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 2nd day of June, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of June, 2023

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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

FORM 1: Background and Plan

Section I. Information about your company

| | |
|-----------|---|
| Company | Integrity Maintenance L.L.C. |
| Address | 410 Hwy 43 S. Suite F-111, Saraland AL. 36571 |
| Telephone | 251-391-9073 |
| E-Mail | integritym.17@gmail.com |

| | |
|--------------------------------|---|
| RFPI/RFQ Solicitation Number | PR-090-21 |
| Project Description | New ramp install & interior renovations |
| Is your company a DBE company? | Yes ☒ No ☐ |
| Work force demographics | Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☐ |
| Total # of Employees | |

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jason Carter
Signature: Jason Carter Sr. Date: 5/14/2023
Title: President

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

Name: Jason Carter Title: President
Email: integritym.17@gmail.com Phone: 251-391-9073

Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

| ____/____/____ | Description | new ramp and interior improvements |
|----------------|-------------|------------------------------------|
| | | |

Name of Bidder/Proposer: Jason Carter/ Integrity Maintenance L.L.C.

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Integrity Maintenance L.L.C.

Contact Person: Jason Carter

Phone 251-391-9073

Email integritym.17@gmail.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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



Alabama Secretary of State



| Integrity Maintenance L.L.C. | |
|--|--|
| Entity ID Number | 000 - 544 - 181 |
| Entity Type | Domestic Limited Liability Company |
| Principal Address | Not Provided |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 02/21/2019 |
| Registered Agent Name | CARTER, JASON |
| Registered Office Street Address | 410 HWY 43 S. SUITE F-111
SARALAND, AL 36571 |
| Registered Office Mailing Address | 410 HWY 43 S. SUITE F-111
SARALAND, AL 36571 |
| Nature of Business | |
| Annual Reports | |
| <p>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.</p> | |
| Report Year | 2021 2022 2023 |
| Transactions | |
| Transaction Date | 02/26/2019 |
| Miscellaneous Filing Entry | New Entity Effective 02-21-2019 11:18 |
| Transaction Date | 10/21/2021 |
| Agent Mailing Address Changed From | CARTER, JASON
5319 HWY 90 W STE 102 PMB # 101
MOBILE, AL 36619 |
| Transaction Date | 10/21/2021 |
| Registered Agent Changed From | CARTER, JASON
5319 HWY 90 W STE 102 PMB # 101
MOBILE, AL 36619 |
| Scanned Documents | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 02/26/2019 Certificate of Formation 3 pgs. |
| Document Date / Type / Pages | 10/21/2021 Registered Agent Change 2 pgs. |

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



Company ID Number: 1640438

Approved by:

| | |
|--|---------------------------|
| E-Verify Employer Agent Employer
Integrity Maintenance LLC | |
| Name (Please Type or Print)
Jason Carter | Title |
| Signature
Electronically Signed | Date
02/09/2021 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print)
USCIS Verification Division | Title |
| Signature
Electronically Signed | Date
02/09/2021 |



Company ID Number: 1640438

| Information Required for the E-Verify Program | |
|---|--|
| Information relating to your Company: | |
| Company Name | Integrity Maintenance LLC |
| Company Facility Address | 410 Hwy 43 S suite f 111
Saraland, AL 36571 |
| Company Alternate Address | |
| County or Parish | MOBILE |
| Employer Identification Number | 833067607 |
| North American Industry Classification Systems Code | 236 |
| Parent Company | |
| Number of Employees | 1 to 4 |
| Number of Sites Verified for | 1 site(s) |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2023

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
Alabama Insurance Exchange
PO Box 724728

Atlanta GA 31139 | | CONTACT NAME: Karen Thompson
PHONE (A/C, No, Ext): (205) 988-0800
FAX (A/C, No): (770) 858-7545
E-MAIL ADDRESS: karen@aeins.com | |
| INSURED

Integrity Maintenance LLC
410 Hwy 43 S Ste F-111

Saraland AL 36571 | | INSURER(S) AFFORDING COVERAGE
INSURER A: Western World
INSURER B: Auto-Owners Insurance Co.
INSURER C: Alabama Home Builders SIF
INSURER D:
INSURER E:
INSURER F: | |
| | | NAIC #
18988
00004 | |

COVERAGES

CERTIFICATE NUMBER: Rev 2023 COI

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--|
| A | ☒ COMMERCIAL GENERAL LIABILITY
☐ CLAIMS-MADE ☒ OCCUR
Contract Liability Per CG0001 4/13

GEN'L AGGREGATE LIMIT APPLIES PER:
☐ POLICY ☒ PRO-JECT ☐ LOC
OTHER: | Y | Y | NPP8934189 | 05/15/2023 | 05/15/2024 | EACH OCCURRENCE \$ 1,000,000 | |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 | | | | | | | |
| | MED EXP (Any one person) \$ 10,000 | | | | | | | |
| | PERSONAL & ADV INJURY \$ 1,000,000 | | | | | | | |
| B | ☒ AUTOMOBILE LIABILITY
☒ ANY AUTO
☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS
☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | Y | Y | 5219562000 | 02/28/2023 | 02/28/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | |
| | BODILY INJURY (Per person) \$ | | | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | | | |
| A | ☒ UMBRELLA LIAB ☒ OCCUR
☐ EXCESS LIAB ☐ CLAIMS-MADE
DED RETENTION \$ | Y | Y | EZXS3116814 | 05/22/2023 | 05/22/2024 | EACH OCCURRENCE \$ 4,000,000 | |
| | AGGREGATE \$ 4,000,000 | | | | | | | |
| | PER STATUTE OTH-ER | | | | | | | |
| | E L EACH ACCIDENT \$ 1,000,000 | | | | | | | |
| C | ☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N
Y | N/A | Y | 35622 | 01/01/2023 | 01/01/2024 | E L DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | E L DISEASE - POLICY LIMIT \$ 1,000,000 | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

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

Project# PR-092-21- Hope Community Center- Improvements - New Ramp & Interior Improvements
Contractal liability per form CG0001 04/13
City of Mobile is an additional insured as respects to general liability, auto liability, and umbrella. General liability and Auto liability is primary and non-contributory. Umbrella follows form. Waiver of subrogation in favor of City of Mobile as respects to general liability, auto liability and umbrella. 30 day cancellation in favor of City of Mobile as respects to general liability. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| City of Mobile
PO Box 1827

Mobile AL 36633 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 |
|--|---|

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/25/2023

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

| | | | | | |
|---|--|--------------------------------------|--|---|--|
| AGENCY
Alabama Insurance Exchange
PO Box 724728

Atlanta GA 31139
FAX (A/C, No): (770) 858-7545
E-MAIL ADDRESS: michelle@aieins.com
CODE: 00113177
AGENCY CUSTOMER ID #: 00113177 | | PHONE (A/C, No, Ext): (205) 988-0800 | | COMPANY
American Zurich Insurance
5011 Gate Parkway, Ste 150

Jacksonville FL 32256 | |
| INSURED
Intergrity Maintenance LLC
410 Hwy 43 S Ste F-111

Saraland AL 36571 | | LOAN NUMBER | | POLICY NUMBER
ER74148360 | |
| | | EFFECTIVE DATE
7/1/2023 | | EXPIRATION DATE
1/1/2024 | |
| | | | | ☐ CONTINUED UNTIL
TERMINATED IF CHECKED | |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc# 00001/Bldg# 00001
850 Edwards Street
Mobile, AL 36610

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

COVERAGE INFORMATION

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|--|---------------------|------------|
| Builder Risk, Special Form, Replacement Cost | 172,876 | 1000 |

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

| | | | |
|---|--|-------------------------------------|--------------------|
| NAME AND ADDRESS

City of Mobile
PO Box 1827
Mobile, AL 36633 | MORTGAGEE | ☒ | ADDITIONAL INSURED |
| | LOSS PAYEE | ☐ | |
| | LOAN # | | |
| | AUTHORIZED REPRESENTATIVE
Michelle Kidd/KTHOMP <i>Michelle Kidd</i> | | |



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the design and construction administration of a new tennis court, site and clubhouse improvements at Lyons Park

Amount of Contract:

\$64,250.00

Funding Source

Project # Lyons Park - Improvements Phase 2 PR-051-23

Discretionary Funds

Project String C0202 CIP Park-Lyon Park Improvements (CIP:2023-P-004 D2) (20002000-42200)

Contract Number:4543

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|---|------------|-------------|
| PR-051-23 Lyons Park - Improvements Phase 2 | Cover Memo | 7/12/2023 |
| Updated COI | Cover Memo | 7/13/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---------------------------|--------------------|----------|----------------------|
| Architectural Engineering | Boatwright, Cassie | Approved | 7/13/2023 - 9:47 AM |
| Capital | Rhodes, Brenda | Approved | 7/13/2023 - 11:48 AM |

Legal

Kern, Chris

Approved

7/13/2023 -
12:48 PM

Mayors
Office

Montgomery, Brandi

Approved

7/13/2023 - 2:44
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: CHRISTIAN PREUS LANDSCAPE ARCHITECTURE P.L.L.C.

Project Name: LYONS PARK - IMPROVEMENTS PHASE 2

Project Number: PR-051-23

Amount: \$64,250.00 (CIP:2023-P-004 D2)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PARK-LYON PARK IMPROVEMENTS

CAPITAL PROJECT #: C0202 (CIP:2023-P-004 D2) (20002000-42200)

CONTRACT AMOUNT: \$64,250.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-051-23

PROJECT DESCRIPTION: FOR THE DESIGN & OBSERVATION OF CONSTRUCTION OF A NEW TENNIS COURT, SITE AND CLUBHOUSE IMPROVEMENTS AT LYONS PARK (180 LYONS PARK AVENUE).

VENDOR NAME: CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, P.L.L.C.

VENDOR NUMBER: 295003

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: 7/12/2023

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

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

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

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

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

Christian Preus Landscape Architecture, P.L.L.C.
307 De La Mare Avenue
Fairhope, Alabama 36532

City of Mobile Business License No.: 107623
Secretary of State Registration No.: 000-313-494

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

Lyons Park – Improvements Phase 2
180 Lyons Park Avenue
Mobile, Alabama 36604

PR-051-23
For the design and observation of construction of a new tennis court, site and clubhouse improvements

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Lyons Park – Improvements Phase 2 and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

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

As provided in the consultant's fee proposal dated March 21, 2023, respectively.

§ 1.1.2 The Project's physical characteristics:

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

For new construction and renovation designs to Lyons Park, as outlined in the Consultant's fee proposal.

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

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

The estimated cost of construction at Lyons Park is Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00).

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

.1 Design phase milestone dates, if any:

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2

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Eighty (180) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

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

Competitive Bid.

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

N/A

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

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

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

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

N/A

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

.1 Surveyor:

Wattier Surveying
4318 Downtowner Loop North
Building #H
Mobile, Alabama 36609

.2

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(Paragraphs deleted)

Other, if any:

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

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

Christian Preus, Landscape Architect
Christian Preus Landscape Architecture, P.L.L.C.
307 De La Mare Avenue
Fairhope, Alabama 36532
Email: christian@christianpreus.com
(228) 547-8586

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile, Alabama 36602
Catarina Echols
(251) 343-4366

.2 Electrical Engineer:

Dell Consulting LLC
813 Downtowner Boulevard
Mobile, Alabama 36609
(251) 316-0015

3 Mechanical:

Smith Mechanical Consulting and Design
813 Downtowner Boulevard
Suite B
Mobile, AL 36609
Roger Smith
(251) 461-6397

(Paragraphs deleted)

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

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

(Paragraph deleted)

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

(Paragraph deleted)

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

.1 Workers' Compensation/Employer's Liability:

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

.2 Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

Init.

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

5. Professional Liability Insurance:

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

6. Endorsements:

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

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

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

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

Init.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1** procuring the reproduction of Bidding Documents.

- .2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.
- .3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

Init.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

§ 4.1.2 Description of Supplemental Services

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

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12

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

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

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

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

§ 4.2 Architect's Additional Services

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

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

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

(Paragraphs deleted)

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

(Paragraph deleted)

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

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

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

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13

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

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ____ (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.
- .5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

(Paragraph deleted)

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

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are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

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

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

§ 8.1.6 Standard of Performance:

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

§ 8.1.7 Force Majeure:

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

.1 Termination Fee:

\$0.00

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

N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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18

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)
 - A. Basic Services Stipulated Sum: \$ 62,000.00
 - B. Permitting – Land Disturbance Reimbursable Expenses: \$ 2,000.00
 - C. Printing Reimbursable Expenses: \$ 250.00

Init.

A. Total Contract Amount: (not to exceed) \$ 64,250.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

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

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

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

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

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

| | | |
|------------------------------|-------------|------------------|
| Schematic Design Phase | fifteen | percent (15%) |
| Design Development Phase | twenty-five | percent (25%) |
| Construction Documents Phase | twenty-five | percent (25%) |
| Procurement Phase and | twenty | percent (20%) |
| Construction Phase | fifteen | percent (15%) |
| <hr/> | | |
| Total Basic Compensation | one hundred | percent (100 %) |

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

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

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

See Exhibit A

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

(Paragraphs deleted)

.1 Printing, reproductions.

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

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

(Paragraph deleted)

§ 11.10.2 Progress Payments

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

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

0%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

- .1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.
- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.
- .4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

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- .5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: <https://www.e-builder.net>. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the eBuilder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
 - a. Proposal for Architectural Services, Exhibit A
 - b. Insurance Requirements, Exhibit 1
 - c. Architect's E-Verify Documentation
 - d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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

N/A

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

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

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

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User Notes:

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ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

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

ARTICLE 18 For the purposes of articles 8.1.6, 8.1..5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Init.

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

City of Mobile

Legal Name of Party to Contract-Consultant
Christian Preus Landscape Architecture, P.L.L.C.

OWNER (Signature)

ARCHITECT (Signature)

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

Christian Preus, President
(Printed name, title, and license number, if required)

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
Christian Preus as president of Christian Preus Landscape Architects, P.L.L.C. and
after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and
foregoing voluntarily as the act of president
Sworn to and subscribed for me this 18th day of May, 20 23

Kady Lynn Wirth
NOTARY PUBLIC
My Commission Expires: 2/4/26



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User Notes:

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24



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

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

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

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

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

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

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

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

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



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251 208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

| | |
|--------------------------------|--|
| Company | Christian Preus Landscape Architecture, PLLC |
| Address | 307 De La Mare
Fairhope, AL 36532 |
| Telephone | 855-539-5086 |
| E-Mail | christian@christianpreus.com |
| RFP/RFQ Solicitation Number | n/a |
| Project Description | Lyons Park Phase II |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male <u>4</u> Female <u>2</u> Minority _____ Non-minority _____ SDVO _____
Total #of Employees <u>6</u> |

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Christian Preus
Signature:  Date: 05/25/2023
Title: Principal

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: Christian Preus Title: Principal
Email: christian@christianpreus.com Phone: 855-839-5086



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

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Christian Preus
Landscape
Architecture, PLLC Your Bid/Proposal Amount \$ \$64,250 Date: 05.19.23
_____/_____/_____
Description _____

Name of Bidder/Proposer: _____

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

| Subcontractor or
Major Supplier | Phone | Scope of Work to be performed | \$\$ Value to be
Performed | % Of Your
Bid
Amount | DBE? | Official
Verification
Only |
|------------------------------------|--------------|-------------------------------|-------------------------------|----------------------------|------|----------------------------------|
| Dell Consulting | 850-332-5687 | electrical engineering | \$14,750 | 23% | no | |
| EDT Engineering | 251-415-4637 | civil engineering | \$16,885 | 26% | yes | |
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OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Christian Preus Landscape Architecture, PLLC

Contact Person: Christian Preus Phone 855-839-5086 Email christian@christianpreus.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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



Alabama Secretary of State



| Christian Preus Landscape Architecture, P.L.L.C. | |
|--|--|
| Entity ID Number | 000 - 313 - 494 |
| Entity Type | Foreign Limited Liability Company |
| Principal Address | 1011 Desoto Street
Ocean Springs, MS 39564 |
| Principal Mailing Address | 1011 Desoto Street
Ocean Springs, MS 39564 |
| Status | Exists |
| Place of Formation | Mississippi |
| Formation Date | 07/11/2011 |
| Qualify Date | 07/15/2014 |
| Registered Agent Name | Preus, Christian H |
| Registered Office Street Address | 556 South Section Street
Fairhope, AL 36533 |
| Registered Office Mailing Address | 556 South Section Street
Fairhope, AL 36533 |
| Nature of Business | |
| Doing Business in AL Since | 07/28/2014 |
| Annual Reports | |
| Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports. | |
| Report Year | 2015 2016 2017 2018 2019 2021 2022 |
| Scanned Documents | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 07/15/2014 Certificate of Formation 2 pgs. |
| | |

New Search



Company ID Number: 674165

| Information Required for the E-Verify Program | |
|---|---|
| Information relating to your Company: | |
| Company Name | Christian Preus Landscape Architecture, PLLC |
| Company Facility Address | 1011 Desoto Street
Ocean Springs, MS 39564 |
| Company Alternate Address | |
| County or Parish | JACKSON |
| Employer Identification Number | 453072946 |
| North American Industry Classification Systems Code | 541 |
| Parent Company | |
| Number of Employees | 1 to 4 |
| Number of Sites Verified for | 1 |

Company ID Number: 674165

Approved by:

| | |
|---|---------------------------|
| Employer
Christian Preus Landscape Architecture, PLLC | |
| Name (Please Type or Print)
Christian H Preus | Title |
| Signature
Electronically Signed | Date
05/22/2013 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print)
USCIS Verification Division | Title |
| Signature
Electronically Signed | Date
05/24/2013 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2023

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

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

| | | | |
|------------------------|--|--|------------------------------------|
| PRODUCER | | CONTACT NAME: Greg H English | |
| Greg H English | | PHONE (A/C, No, Ext): 228-818-3272 | FAX (A/C, No): 228-818-3206 |
| PO Box 601 | | E-MAIL ADDRESS: greg@englishinsuranceagency.com | |
| Ocean Springs MS 39564 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: HISCOX | NAIC # 10200 |
| | | INSURER B: PROGRESSIVE COMMERCIAL | 12879 |
| | | INSURER C: CAPITOL SPECIALTY INS | 11095 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

| | |
|----------------|--|
| INSURED | Christian Preus Landscape Architecture, PLLC |
| | 307 De La Mare Avenue |
| | Fairhope AL 36532 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|--------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | | | |
| | ☒ COMMERCIAL GENERAL LIABILITY | ☒ | UDC-4970271-CGL-21 | 09/29/2022 | 09/29/2023 | EACH OCCURRENCE \$1,000,000 |
| | ☐ CLAIMS-MADE ☐ OCCUR | ☒ | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 |
| | | | | | | MED EXP (Any one person) \$5,000 |
| | | PERSONAL & ADV INJURY \$1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$2,000,000 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | PRODUCTS - COMP/OP AGG \$2,000,000 |
| B | AUTOMOBILE LIABILITY | ☒ | 078258585-0 | 01/02/2023 | 07/02/2023 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 |
| | ☒ ANY AUTO | ☒ SCHEDULED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | ☐ ALL OWNED AUTOS | ☐ NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | ☐ HIRED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | |
| | UMBRELLA LIAB | ☐ | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | ☐ | | | | AGGREGATE \$ |
| | DED | RETENTION \$ | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | ☐ | | | | WC STATUTORY LIMITS ☐ OTH-ER ☐ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | ☐ | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| C | PROFESSIONAL LIABILITY | ☒ | SGC0006107-06 | 04/09/2023 | 04/09/2024 | \$1,000,000 Each Erroneous Act
\$1,000,000 Aggregate |

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

City of Mobile is included as an Additional Insured in respect to General Liability, Auto Liability, and Professional Liability. All policies except workers compensation shall be Primary and Non contributory with any other insurance in-force or which may be purchased by AI. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto Liability, and Professional Liability. 30 days notice of cancellation, non-renewal, or material change shall apply (except 10 days for non-payment)

Project #: PR-051-23 / Lyons Park Improvements Phase 2

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  |
|--|--|

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ENGLISH G/METJ052278
PO BOX 601
OCEAN SPRINGS, MS 39566
1-228-818-3272



Policy number: 07825858

Underwritten by:
Progressive Specialty Insurance Co
NAIC Number: 32786
May 17, 2023
Page 1 of 1

Certificate of Insurance

Certificate Holder

Additional Insured
City of Mobile Architectural Engineering Department
PO Box 1827
Mobile, AL 36633

Insured

CHRISTIAN PREUS LANDSCAPE ARCHITECT, PLLC
307 DE LA MARE AVENUE
FAIRHOPE, AL 36532

Agent

ENGLISH G/METJ052278
PO BOX 601
OCEAN SPRINGS, MS 39566

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Jan 2, 2023

Policy Expiration Date: Jul 2, 2023

Insurance coverage(s)

Bodily Injury/Property Damage

Limits

\$2,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2023 VOLVO XC90 YV4L12PN9P1935302

Comprehensive

\$500 Ded

Collision

\$500 Ded

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (05/16)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2023

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

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

| PRODUCER
Greg H English
PO Box 601
Ocean Springs MS 39564 | | CONTACT NAME: Greg H English
PHONE (A/C, No, Ext): 228-818-3272
E-MAIL ADDRESS: greg@englishinsuranceagency.com
FAX (A/C, No): 228-818-3206 | | | | | | | | | | | | | | | |
|---|--------|---|--|---------|--------|-------------------|-------|-----------------------------------|-------|----------------------------------|-------|------------|--|------------|--|------------|--|
| INSURED
Christian Preus Landscape Architect
307 De La Mare Avenue
Fairhope AL 36532 | | INSURER(S) AFFORDING COVERAGE
<table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: HISCOX</td><td>10200</td></tr><tr><td>INSURER B: PROGRESSIVE COMMERCIAL</td><td>12879</td></tr><tr><td>INSURER C: CAPITOL SPECIALTY INS</td><td>11095</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | | INSURER | NAIC # | INSURER A: HISCOX | 10200 | INSURER B: PROGRESSIVE COMMERCIAL | 12879 | INSURER C: CAPITOL SPECIALTY INS | 11095 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A: HISCOX | 10200 | | | | | | | | | | | | | | | | |
| INSURER B: PROGRESSIVE COMMERCIAL | 12879 | | | | | | | | | | | | | | | | |
| INSURER C: CAPITOL SPECIALTY INS | 11095 | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|-------------------------------------|--------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY
☒ COMMERCIAL GENERAL LIABILITY
☐ CLAIMS-MADE ☐ OCCUR

GEN'L AGGREGATE LIMIT APPLIES PER:
☐ POLICY ☐ PRO-JECT ☐ LOC | ☒ | ☒ | UDC-4970271-CGL-21 | 09/29/2022 | 09/29/2023 | EACH OCCURRENCE \$1,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
MED EXP (Any one person) \$5,000
PERSONAL & ADV INJURY \$1,000,000
GENERAL AGGREGATE \$2,000,000
PRODUCTS - COMP/OP AGG \$2,000,000
\$ |
| | AUTOMOBILE LIABILITY
☒ ANY AUTO
☐ ALL OWNED AUTOS
☐ HIRED AUTOS
☒ SCHEDULED AUTOS
☐ NON-OWNED AUTOS | ☒ | ☒ | 078258585-0 | 07/02/2023 | 01/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
BODILY INJURY (Per person) \$
BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$
\$ |
| | UMBRELLA LIAB
EXCESS LIAB
DED ☐ RETENTION \$ ☐
OCCUR ☐ CLAIMS-MADE ☐ | ☐ | ☐ | | | | EACH OCCURRENCE \$
AGGREGATE \$
\$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
Y/N ☐ N/A ☐ | ☐ | ☐ | | | | WC STATUTORY LIMITS ☐ OTH-ER ☐
E.L. EACH ACCIDENT \$
E.L. DISEASE - EA EMPLOYEE \$
E.L. DISEASE - POLICY LIMIT \$ |
| C | PROFESSIONAL LIABILITY | ☒ | ☒ | SGC0006107-06 | 04/09/2023 | 04/09/2024 | \$1,000,000 Each Erroneous Act
\$1,000,000 Aggregate |

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

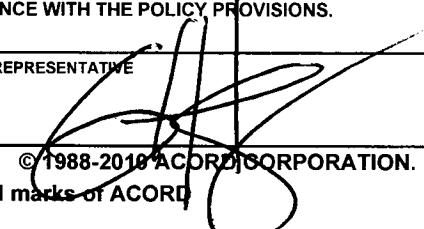
City of Mobile is included as an Additional Insured in respect to General Liability, Auto Liability, and Professional Liability. All policies except workers compensation shall be Primary and Non contributory with any other insurance in-force or which may be purchased by AI. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto Liability, and Professional Liability. 30 days notice of cancellation, non-renewal, or material change shall apply (except 10 days for non-payment)

Project #: PR-051-23 / Lyons Park Improvements Phase 2

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Mobile

PO Box 1827
Mobile AL 36633 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  |
|--|--|

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Unleaded and diesel fuel for Municipal Garage.

General fund.

Amount of Contract:

Total all purchases = \$207,733.90

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------------------|------------|-------------|
| 20230707 Agenda Package | Cover Memo | 7/7/2023 |
| Fuel POs | | |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------------------------|----------|---------------------|
| Mayors Office Montgomery, Brandi | Approved | 7/13/2023 - 2:39 PM |

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|--------------------|--------------------|--------------------------------|--|---------------|--|
| <u>11808</u> | 2023 | (2050) FLEET MANAGEMENT GARAGE | GARAGE UNLEADED FUEL (SEALED BID 5624) | \$18,820.64 | (279229) PETROLEUM TRADERS CORPORATION |
| <u>11809</u> | 2023 | (2050) FLEET MANAGEMENT GARAGE | GARAGE UNLEADED FUEL (SEALED BID 5624) | \$18,820.64 | (279229) PETROLEUM TRADERS CORPORATION |
| <u>11810</u> | 2023 | (2050) FLEET MANAGEMENT GARAGE | GARAGE UNLEADED FUEL (SEALED BID 5624) | \$18,820.64 | (279229) PETROLEUM TRADERS CORPORATION |
| <u>11811</u> | 2023 | (2050) FLEET MANAGEMENT GARAGE | GARAGE UNLEADED FUEL (SEALED BID 5624) | \$18,820.64 | (279229) PETROLEUM TRADERS CORPORATION |
| <u>11812</u> | 2023 | (2050) FLEET MANAGEMENT GARAGE | GARAGE UNLEADED FUEL (SEALED BID 5624) | \$18,820.64 | (279229) PETROLEUM TRADERS CORPORATION |
| <u>11813</u> | 2023 | (2050) FLEET MANAGEMENT GARAGE | GARAGE DIESEL FUEL (AL STATE CONTRACT) | \$20,255.70 | (279229) PETROLEUM TRADERS CORPORATION |

| | | | | | |
|--------------|------|--------------------------------------|--|-------------|---|
| <u>11814</u> | 2023 | (2050) FLEET
MANAGEMENT
GARAGE | GARAGE DIESEL
FUEL (AL STATE
CONTRACT) | \$18,675.00 | (279229)
PETROLEUM
TRADERS
CORPORATION |
| <u>11815</u> | 2023 | (2050) FLEET
MANAGEMENT
GARAGE | GARAGE DIESEL
FUEL (AL STATE
CONTRACT) | \$18,675.00 | (279229)
PETROLEUM
TRADERS
CORPORATION |
| <u>11816</u> | 2023 | (2050) FLEET
MANAGEMENT
GARAGE | GARAGE DIESEL
FUEL (AL STATE
CONTRACT) | \$18,675.00 | (279229)
PETROLEUM
TRADERS
CORPORATION |
| <u>11818</u> | 2023 | (2050) FLEET
MANAGEMENT
GARAGE | GARAGE DIESEL
FUEL (AL STATE
CONTRACT) | \$18,675.00 | (279229)
PETROLEUM
TRADERS
CORPORATION |
| <u>11819</u> | 2023 | (2050) FLEET
MANAGEMENT
GARAGE | GARAGE DIESEL
FUEL (AL STATE
CONTRACT) | \$18,675.00 | (279229)
PETROLEUM
TRADERS
CORPORATION |

Adopted:

City Clerk

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011808-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|--------------|------------|-----------|
| General Notes | | | | |
| ----- | | | | |
| BID #5624.
001 FUEL UNLEADED GASOLINE, 87 OCTANE, 8200.00 2.29000 18778.00
OPIS PRICE. GALLON
Vendor Item
Inventory Item/Loc 14054 | | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18778.00 |
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE | 8200.00 EACH | 0.00520 | 42.64 |
| Vendor Item
Inventory Item/Loc 7982 | | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 42.64 |

| | | |
|---|--|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011808-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|---|--|--------|

| | |
|---|---|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|---|---|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

| | |
|-------------------|----------|
| Requisition Total | 18820.64 |
|-------------------|----------|

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

| Account | Amount | Remaining Budget |
|--|----------|------------------|
| 1000.40.20.2070.2050.2070.0000.0000.45020. | 18820.64 | 2395508.78 |
| FLEET MANAGEMENT EXP | | |
| FUEL & LUBRICANTS | | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | |
|--|---|
| ===== | ===== |
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011808-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved |
| ===== | ===== |

Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|-----------------|------------------|------------------|-------------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date
Ordered | Vendor
Number | Date
Required | Ship
Via | Terms | Department |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
Signature

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011809-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|-------------------|------------|-----------|
| General Notes | | | | |
| ----- | | | | |
| BID #5624. | | | | |
| 001 | FUEL UNLEADED GASOLINE, 87 OCTANE,
OPIS PRICE.
Vendor Item
Inventory Item/Loc 14054 | 8200.00
GALLON | 2.29000 | 18778.00 |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18778.00 |
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE | 8200.00
EACH | 0.00520 | 42.64 |
| Vendor Item
Inventory Item/Loc 7982 | | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 42.64 |

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011809-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

| | |
|-------------------|----------|
| Requisition Total | 18820.64 |
|-------------------|----------|

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

| Account | Amount | Remaining Budget |
|--|----------|------------------|
| 1000.40.20.2070.2050.2070.0000.0000.45020. | 18820.64 | 2395508.78 |
| FLEET MANAGEMENT EXP | | |
| FUEL & LUBRICANTS | | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | |
|------------------|--|
| ===== | ===== |
| Bill To | Requisition 00011809-00 FY 2023 |
| MUNICIPAL GARAGE | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2050.2070.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105neej |
| | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|----------|--------|----------|-------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
 Signature

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011810-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|-------------------|------------|-----------|
| General Notes | | | | |
| ----- | | | | |
| BID #5624. | | | | |
| 001 | FUEL UNLEADED GASOLINE, 87 OCTANE,
OPIS PRICE.
Vendor Item
Inventory Item/Loc 14054 | 8200.00
GALLON | 2.29000 | 18778.00 |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18778.00 |
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE

Vendor Item
Inventory Item/Loc 7982 | 8200.00
EACH | 0.00520 | 42.64 |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 42.64 |

| | | |
|---|--|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011810-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|---|--|--------|

| | |
|---|---|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|---|---|

| | | | | | |
|---------------------|----------------------|----------------------|-----------------|--------------|-------------------------|
| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|--|-----|------------|-----------|
| | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

Requisition Total 18820.64

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

| | | |
|--|----------|------------------|
| Account | Amount | Remaining Budget |
| 1000.40.20.2070.2050.2070.0000.0000.45020. | | |
| FLEET MANAGEMENT EXP | 18820.64 | 2395508.78 |
| FUEL & LUBRICANTS | | |

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

| | | | |
|----------|----------|------------------|----------------------------|
| Activity | Date | Clerk | Comment |
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | |
|------------------|--|
| ===== | ===== |
| Bill To | Requisition 00011810-00 FY 2023 |
| MUNICIPAL GARAGE | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2050.2070.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105neej |
| | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|----------|--------|----------|-------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
 Signature

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011811-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

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|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|-------------------|------------|-----------|
| General Notes | | | | |
| ----- | | | | |
| BID #5624. | | | | |
| 001 | FUEL UNLEADED GASOLINE, 87 OCTANE,
OPIS PRICE.
Vendor Item
Inventory Item/Loc 14054 | 8200.00
GALLON | 2.29000 | 18778.00 |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18778.00 |
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE | 8200.00
EACH | 0.00520 | 42.64 |
| Vendor Item
Inventory Item/Loc 7982 | | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 42.64 |

| | | |
|---|--|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011811-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|---|--|--------|

| | |
|---|---|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|---|---|

| | | | | | |
|----------------|---------------|-----------------|-------------|--------------|-------------------------|
| Date | Vendor | Date | Ship | Terms | Department |
| Ordered | Number | Required | Via | | |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|--|-----|------------|-----------|
| | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

Requisition Total 18820.64

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

| | | |
|--|----------|------------------|
| Account | Amount | Remaining Budget |
| 1000.40.20.2070.2050.2070.0000.0000.45020. | | |
| FLEET MANAGEMENT EXP | 18820.64 | 2395508.78 |
| FUEL & LUBRICANTS | | |

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

| | | | |
|----------|----------|------------------|----------------------------|
| Activity | Date | Clerk | Comment |
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | |
|------------------|--|
| ===== | ===== |
| Bill To | Requisition 00011811-00 FY 2023 |
| MUNICIPAL GARAGE | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2050.2070.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105neej |
| | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|----------|--------|----------|-------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
 Signature

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| ===== | ===== |
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011812-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved |
| ===== | Page 1 |

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
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| ----- | ----- |
| Date
Ordered | Vendor
Number |
| Date
Required | Ship
Via |
| Terms | Department |
| ----- | ----- |
| 07/03/23 | 279229 |
| | |
| | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|-------------------|------------|-----------|
| General Notes | | | | |
| ----- | | | | |
| BID #5624. | | | | |
| 001 | FUEL UNLEADED GASOLINE, 87 OCTANE,
OPIS PRICE.
Vendor Item
Inventory Item/Loc 14054 | 8200.00
GALLON | 2.29000 | 18778.00 |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18778.00 |
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE | 8200.00
EACH | 0.00520 | 42.64 |
| Vendor Item
Inventory Item/Loc 7982 | | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 42.64 |

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| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011812-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|---|--|--------|

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|---|---|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|---|---|

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|---------------------|----------------------|----------------------|-----------------|--------------|-------------------------|
| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|--|-----|------------|-----------|
| | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

Requisition Total 18820.64

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

| | | |
|--|----------|------------------|
| Account | Amount | Remaining Budget |
| 1000.40.20.2070.2050.2070.0000.0000.45020. | | |
| FLEET MANAGEMENT EXP | 18820.64 | 2395508.78 |
| FUEL & LUBRICANTS | | |

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

| | | | |
|----------|----------|------------------|----------------------------|
| Activity | Date | Clerk | Comment |
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011812-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 3 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| | | | | | |
|-----------------|------------------|------------------|-------------|-------|-------------------------|
| Date
Ordered | Vendor
Number | Date
Required | Ship
Via | Terms | Department |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| | | | |
|--|-----|------------|-----------|
| LN Description / Account | Qty | Unit Price | Net Price |
| Authorized By: _____ Date: _____
<div style="text-align: center;">Signature</div> | | | |

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011813-00 FY 2023
PO 23011047
Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Converted | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | 07/10/23 | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---------------------|--|---------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS | 7530.00 | 2.69000 | 20255.70 |
| | PRICE. | GALLON | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 5295 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 20255.70 |
| Ship To | | | | |
| MUNICIPAL GARAGE | | | | |
| 770 GAYLE STREET | | | | |
| MOBILE, AL 36604 | | | | |
| Delivery Reference | | | | |
| TRAVESIA AGEE | | | | |
| Deliver To | | | | |
| MUNICIPAL GARAGE | | | | |
| 770 GAYLE STREET | | | | |
| MOBILE, AL 36604 | | | | |
| 003 | MARGIN PRICE | 7530.00 | 0.00000 | 0.00 |
| | | EACH | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 7982 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | .00 |

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|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011813-00 FY 2023
PO 23011047
Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Converted | Page 2 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | 07/10/23 | | | FLEET MANAGEMENT-GARAGE |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

Requisition Link

Requisition Total 20255.70

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

| | | |
|--|-------------------|------------------|
| Account | Amount | Remaining Budget |
| 1000.40.20.2070.2050.2070.0000.0000.45020. | 20255.70 | 2394272.88 |
| FLEET MANAGEMENT EXP | FUEL & LUBRICANTS | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

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|--|---|
| ===== | ===== |
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011813-00 FY 2023
PO 23011047
Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Converted |
| | Page 3 |
| ===== | ===== |

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|-----------------|------------------|------------------|-------------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date
Ordered | Vendor
Number | Date
Required | Ship
Via | Terms | Department |
| 07/03/23 | 279229 | 07/10/23 | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
Signature

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011814-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|-------------------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS
PRICE.
Vendor Item
Inventory Item/Loc 5295 | 7500.00
GALLON | 2.49000 | 18675.00 |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18675.00 |
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE

Vendor Item
Inventory Item/Loc 7982 | 7500.00
EACH | 0.00000 | 0.00 |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | .00 |

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011814-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

| | |
|-------------------|----------|
| Requisition Total | 18675.00 |
|-------------------|----------|

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

| Account | Amount | Remaining Budget |
|--|----------|-------------------|
| 1000.40.20.2070.2050.2070.0000.0000.45020. | 18675.00 | 2394272.88 |
| FLEET MANAGEMENT EXP | | FUEL & LUBRICANTS |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | |
|------------------|--|
| ===== | ===== |
| Bill To | Requisition 00011814-00 FY 2023 |
| MUNICIPAL GARAGE | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2050.2070.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105neej |
| | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|----------|--------|----------|-------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
 Signature

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011815-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---------------------|--|---------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS | 7500.00 | 2.49000 | 18675.00 |
| | PRICE. | GALLON | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 5295 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18675.00 |
| Ship To | | | | |
| MUNICIPAL GARAGE | | | | |
| 770 GAYLE STREET | | | | |
| MOBILE, AL 36604 | | | | |
| Delivery Reference | | | | |
| TRAVESIA AGEE | | | | |
| Deliver To | | | | |
| MUNICIPAL GARAGE | | | | |
| 770 GAYLE STREET | | | | |
| MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE | 7500.00 | 0.00000 | 0.00 |
| | | EACH | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 7982 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | .00 |

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011815-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

| | |
|-------------------|----------|
| Requisition Total | 18675.00 |
|-------------------|----------|

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

| Account | Amount | Remaining Budget |
|--|----------|-------------------|
| 1000.40.20.2070.2050.2070.0000.0000.45020. | 18675.00 | 2394272.88 |
| FLEET MANAGEMENT EXP | | FUEL & LUBRICANTS |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | |
|--|---|
| ===== | ===== |
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011815-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved |
| ===== | ===== |

Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|-----------------|------------------|------------------|-------------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date
Ordered | Vendor
Number | Date
Required | Ship
Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
Signature

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011816-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|---------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. | 7500.00 | 2.49000 | 18675.00 |
| | Vendor Item | GALLON | | |
| | Inventory Item/Loc 5295 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18675.00 |
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE | 7500.00 | 0.00000 | 0.00 |
| | Vendor Item | EACH | | |
| | Inventory Item/Loc 7982 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | .00 |

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|---|--|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011816-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|---|--|--------|

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|---|---|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|---|---|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

Requisition Total 18675.00

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

| | | |
|--|-------------------|------------------|
| Account | Amount | Remaining Budget |
| 1000.40.20.2070.2050.2070.0000.0000.45020. | 18675.00 | 2394272.88 |
| FLEET MANAGEMENT EXP | FUEL & LUBRICANTS | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

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|--|---|
| =====
Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604
===== | =====
Requisition 00011816-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved

Page 3
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|--|---|

| | |
|--|--|
| =====
Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820
===== | =====
Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
===== |
|--|--|

| | | | | | |
|----------|--------|----------|------|-------|-------------------------|
| Date | Vendor | Date | Ship | Terms | Department |
| Ordered | Number | Required | Via | | |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

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

Authorized By: _____ Date: _____
Signature

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011818-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|---------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. | 7500.00 | 2.49000 | 18675.00 |
| | Vendor Item | GALLON | | |
| | Inventory Item/Loc 5295 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18675.00 |
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE | 7500.00 | 0.00000 | 0.00 |
| | Vendor Item | EACH | | |
| | Inventory Item/Loc 7982 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | .00 |

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011818-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

| | |
|-------------------|----------|
| Requisition Total | 18675.00 |
|-------------------|----------|

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

| Account | Amount | Remaining Budget |
|--|----------|-------------------|
| 1000.40.20.2070.2050.2070.0000.0000.45020. | 18675.00 | 2394272.88 |
| FLEET MANAGEMENT EXP | | FUEL & LUBRICANTS |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | |
|------------------|--|
| ===== | ===== |
| Bill To | Requisition 00011818-00 FY 2023 |
| MUNICIPAL GARAGE | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2050.2070.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105neej |
| | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|----------|--------|----------|-------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
 Signature

| | | |
|--|---|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011819-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---------------------|--|---------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS | 7500.00 | 2.49000 | 18675.00 |
| | PRICE. | GALLON | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 5295 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | 18675.00 |
| Ship To | | | | |
| MUNICIPAL GARAGE | | | | |
| 770 GAYLE STREET | | | | |
| MOBILE, AL 36604 | | | | |
| Delivery Reference | | | | |
| TRAVESIA AGEE | | | | |
| Deliver To | | | | |
| MUNICIPAL GARAGE | | | | |
| 770 GAYLE STREET | | | | |
| MOBILE, AL 36604 | | | | |
| 002 | MARGIN PRICE | 7500.00 | 0.00000 | 0.00 |
| | | EACH | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 7982 | | | |
| 1 | 1000.40.20.2070.2050.2070.0000.0000.45020. | | | .00 |

| | | |
|---|--|--------|
| Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604 | Requisition 00011819-00 FY 2023

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|---|--|--------|

| | |
|---|---|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604 |
|---|---|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604 | | | |

[Requisition Link](#)

Requisition Total 18675.00

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

| Account | Amount | Remaining Budget |
|--|----------|------------------|
| 1000.40.20.2070.2050.2070.0000.0000.45020. | 18675.00 | 2394272.88 |
| FLEET MANAGEMENT EXP | | |
| FUEL & LUBRICANTS | | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105neej |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105neej |
| Approved | 07/06/23 | JOHN PAINE | Auto approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105neej |
| Approved | 07/06/23 | JAMES NEESE JR | |

| | |
|------------------|--|
| ===== | ===== |
| Bill To | Requisition 00011819-00 FY 2023 |
| MUNICIPAL GARAGE | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2050.2070.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105neej |
| | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

| | | | | | |
|----------|--------|----------|-------|-------|-------------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/03/23 | 279229 | | | | FLEET MANAGEMENT-GARAGE |
| ----- | ----- | ----- | ----- | ----- | ----- |

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

Authorized By: _____ Date: _____
 Signature

BID #5624-FUEL

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

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

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

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

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

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

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

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

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

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: ms Buyer: 007

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

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

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

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

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

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

Firm Name _____

Typed Signature _____

By _____

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

Page _____ of _____

655

BID CONTINUATION SHEET

Page _____ of _____

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

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page _____ of _____

657

Page _____ of _____

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

658

BID CONTINUATION SHEET

Page _____ of _____

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2



| First name | Last name | Email | Phone |
|-------------|-----------|----------------------------------|--------------|
| Pat | Hemme | pat.hemme@purchasing.alabama.gov | 334-242-7173 |
| 1 Result(s) | | | |

Supplier Contact

| First name | Last name | Email | Phone |
|-------------|------------|----------------------------------|--------------|
| Joseph | Vanderpool | jvanderpool@petroleumtraders.com | 888.637.7661 |
| 1 Result(s) | | | |

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
8/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

| Item Name | Product Code | UOM |
|---------------------------------------|-----------------------|-------------|
| MADISON, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-76 | 0.00 Gallon |
| MADISON, DIESEL, 7,500 > GALLONS | 180000000002-999-1-77 | 0.00 Gallon |
| MARENGO, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-78 | 0.00 Gallon |
| MARENGO, DIESEL, 7,500 > GALLONS | 180000000002-999-1-79 | 0.00 Gallon |
| MARION, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-80 | 0.00 Gallon |
| MARION, DIESEL, 7,500 > GALLONS | 180000000002-999-1-81 | 0.00 Gallon |
| MARSHALL, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-82 | 0.00 Gallon |
| MARSHALL, DIESEL, 7,500 > GALLONS | 180000000002-999-1-83 | 0.00 Gallon |
| MOBILE, DIESEL, 7,500 > GALLONS | 180000000002-999-1-84 | 0.00 Gallon |
| MONROE, DIESEL, 7,500 > GALLONS | 180000000002-999-1-85 | 0.00 Gallon |
| MONTGOMERY, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-86 | 0.00 Gallon |
| MONTGOMERY, DIESEL, 7,500 > GALLONS | 180000000002-999-1-87 | 0.00 Gallon |
| MORGAN, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-88 | 0.00 Gallon |
| MORGAN, DIESEL, 7,500 > GALLONS | 180000000002-999-1-89 | 0.00 Gallon |
| PERRY, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-90 | 0.00 Gallon |
| <div>« < 2 3 4 5 6 7 8 ></div> | | |



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Orders for fuel for the Wave Transit.

Wave Transit expense.

Amount of Contract:

Total = \$75,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------------------|------------|-------------|
| 20230707 Agenda Package | Cover Memo | 7/7/2023 |
| Wave Fuel POs | | |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------------------------|----------|---------------------|
| Mayors Office Montgomery, Brandi | Approved | 7/13/2023 - 2:39 PM |

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|--------------------|--------------------|-----------------------------|--|---------------|---|
| <u>11959</u> | 2023 | (F6060) WAVE TRANSIT SYSTEM | DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT) | \$18,750.00 | <u>(279229) PETROLEUM TRADERS CORPORATION</u> |
| <u>11960</u> | 2023 | (F6060) WAVE TRANSIT SYSTEM | DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT) | \$18,750.00 | <u>(279229) PETROLEUM TRADERS CORPORATION</u> |
| <u>11961</u> | 2023 | (F6060) WAVE TRANSIT SYSTEM | DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT) | \$18,750.00 | <u>(279229) PETROLEUM TRADERS CORPORATION</u> |
| <u>11962</u> | 2023 | (F6060) WAVE TRANSIT SYSTEM | DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT) | \$18,750.00 | <u>(279229) PETROLEUM TRADERS CORPORATION</u> |

Adopted:

City Clerk

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011959-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|--|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---------------------------|---------------------------------------|---------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS | 7500.00 | 2.50000 | 18750.00 |
| | PRICE. | GALLON | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 5295 | | | |
| 1 | 6060.70.00.0000.0000.0000.0000.45020. | | | 18750.00 |
| Ship To | | | | |
| WAVE TRANSIT | | | | |
| 1224 WEST I-65 ROAD SOUTH | | | | |
| MOBILE, AL 36609 | | | | |
| Delivery Reference | | | | |
| VILATER GREEN | | | | |
| Deliver To | | | | |
| WAVE TRANSIT | | | | |
| 1224 WEST I-65 ROAD SOUTH | | | | |
| MOBILE, AL 36609 | | | | |
| 002 | MARGIN PRICE | 7500.00 | 0.00000 | 0.00 |
| | | EACH | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 7982 | | | |
| 1 | 6060.70.00.0000.0000.0000.0000.45020. | | | .00 |

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011959-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|--|--|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609 | | | |

Requisition Link

Requisition Total 18750.00

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

| Account | Amount | Remaining Budget |
|---------------------------------------|----------|------------------|
| 6060.70.00.0000.0000.0000.0000.45020. | | |
| WAVE TRANSIT SYSTEM EXP | 18750.00 | 2394272.88 |
| FUEL & LUBRICANTS | | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 07/06/23 | JOHN PAINE | Approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105paij |

| | |
|---------------------------------|---------------------------------------|
| ===== | ===== |
| Bill To | Requisition 00011959-00 FY 2023 |
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 6060.70.00.0000.0000.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105neej |
| vendorinvoices@cityofmobile.org | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
 VILATER GREEN

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

| | | | | | |
|----------|--------|----------|-------|-------|---------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |
| ----- | ----- | ----- | ----- | ----- | ----- |

| | | | |
|--------------------------|-----|-------------|-----------|
| LN Description / Account | Qty | Unit Price | Net Price |
| Authorized By: _____ | | Date: _____ | |
| Signature | | | |

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011960-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|--|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---------------------------|---------------------------------------|---------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS | 7500.00 | 2.50000 | 18750.00 |
| | PRICE. | GALLON | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 5295 | | | |
| 1 | 6060.70.00.0000.0000.0000.0000.45020. | | | 18750.00 |
| Ship To | | | | |
| WAVE TRANSIT | | | | |
| 1224 WEST I-65 ROAD SOUTH | | | | |
| MOBILE, AL 36609 | | | | |
| Delivery Reference | | | | |
| VILATER GREEN | | | | |
| Deliver To | | | | |
| WAVE TRANSIT | | | | |
| 1224 WEST I-65 ROAD SOUTH | | | | |
| MOBILE, AL 36609 | | | | |
| 002 | MARGIN PRICE | 7500.00 | 0.00000 | 0.00 |
| | | EACH | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 7982 | | | |
| 1 | 6060.70.00.0000.0000.0000.0000.45020. | | | .00 |

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011960-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|--|--|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609 | | | |

Requisition Link

Requisition Total 18750.00

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

| | | |
|---------------------------------------|----------|------------------|
| Account | Amount | Remaining Budget |
| 6060.70.00.0000.0000.0000.0000.45020. | | |
| WAVE TRANSIT SYSTEM EXP | 18750.00 | 2394272.88 |
| FUEL & LUBRICANTS | | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 07/06/23 | JOHN PAINE | Approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105paij |

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011960-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 3 |
|--|--|--------|

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
 VILATER GREEN

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| | | | |
|--------------------------|-----|-------------|-----------|
| LN Description / Account | Qty | Unit Price | Net Price |
| Authorized By: _____ | | Date: _____ | |
| Signature | | | |

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011961-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|--|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| LN | Description / Account | Qty | Unit Price | Net Price |
|--|--|-------------------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS
PRICE.
Vendor Item
Inventory Item/Loc 5295 | 7500.00
GALLON | 2.50000 | 18750.00 |
| 1 | 6060.70.00.0000.0000.0000.0000.45020. | | | 18750.00 |
| Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609 | | | | |
| 002 | MARGIN PRICE

Vendor Item
Inventory Item/Loc 7982 | 7500.00
EACH | 0.00000 | 0.00 |
| 1 | 6060.70.00.0000.0000.0000.0000.45020. | | | .00 |

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011961-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|--|--|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609 | | | |

Requisition Link

Requisition Total 18750.00

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

| | | |
|---------------------------------------|----------|------------------|
| Account | Amount | Remaining Budget |
| 6060.70.00.0000.0000.0000.0000.45020. | | |
| WAVE TRANSIT SYSTEM EXP | 18750.00 | 2394272.88 |
| FUEL & LUBRICANTS | | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 07/06/23 | JOHN PAINE | Approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105paij |

| | |
|---------------------------------|---------------------------------------|
| ===== | ===== |
| Bill To | Requisition 00011961-00 FY 2023 |
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 6060.70.00.0000.0000.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105neej |
| vendorinvoices@cityofmobile.org | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
 VILATER GREEN

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

| | | | | | |
|----------|--------|----------|-------|-------|---------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |
| ----- | ----- | ----- | ----- | ----- | ----- |

| | | | |
|--------------------------|-----|-------------|-----------|
| LN Description / Account | Qty | Unit Price | Net Price |
| Authorized By: _____ | | Date: _____ | |
| Signature | | | |

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011962-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 1 |
|--|--|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---------------------------|---------------------------------------|---------|------------|-----------|
| General Notes | | | | |
| AL. STATE CONTRACT. | | | | |
| 001 | DIESEL #2 ULTRA LOW SULFUR, OPIS | 7500.00 | 2.50000 | 18750.00 |
| | PRICE. | GALLON | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 5295 | | | |
| 1 | 6060.70.00.0000.0000.0000.0000.45020. | | | 18750.00 |
| Ship To | | | | |
| WAVE TRANSIT | | | | |
| 1224 WEST I-65 ROAD SOUTH | | | | |
| MOBILE, AL 36609 | | | | |
| Delivery Reference | | | | |
| VILATER GREEN | | | | |
| Deliver To | | | | |
| WAVE TRANSIT | | | | |
| 1224 WEST I-65 ROAD SOUTH | | | | |
| MOBILE, AL 36609 | | | | |
| 002 | MARGIN PRICE | 7500.00 | 0.00000 | 0.00 |
| | | EACH | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 7982 | | | |
| 1 | 6060.70.00.0000.0000.0000.0000.45020. | | | .00 |

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011962-00 FY 2023

Acct No:
6060.70.00.0000.0000.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved | Page 2 |
|--|--|--------|

| | |
|--|--|
| Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820 | Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609 |
|--|--|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------|
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609 | | | |

Requisition Link

Requisition Total 18750.00

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

| | | |
|---------------------------------------|----------|------------------|
| Account | Amount | Remaining Budget |
| 6060.70.00.0000.0000.0000.0000.45020. | | |
| WAVE TRANSIT SYSTEM EXP | 18750.00 | 2394272.88 |
| FUEL & LUBRICANTS | | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|------------------|----------------------------|
| Approved | 07/06/23 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 07/06/23 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 07/06/23 | JOHN PAINE | Approved by: 9105neej |
| Approved | 07/06/23 | MICHAEL SPAFFORD | Auto approved by: 9105paij |

| | |
|---------------------------------|---------------------------------------|
| ===== | ===== |
| Bill To | Requisition 00011962-00 FY 2023 |
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 6060.70.00.0000.0000.0000.0000.45020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105neej |
| vendorinvoices@cityofmobile.org | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609
 VILATER.GREEN@CITYOFMOBILE.ORG

Delivery Reference
 VILATER GREEN

Deliver To
 WAVE TRANSIT
 1224 WEST I-65 ROAD SOUTH

MOBILE, AL 36609

| | | | | | |
|----------|--------|----------|-------|-------|---------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 07/06/23 | 279229 | | | | WAVE TRANSIT SYSTEM |
| ----- | ----- | ----- | ----- | ----- | ----- |

| | | | |
|--------------------------|-----|-------------|-----------|
| LN Description / Account | Qty | Unit Price | Net Price |
| Authorized By: _____ | | Date: _____ | |
| Signature | | | |



Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2



| First name | Last name | Email | Phone |
|-------------|-----------|----------------------------------|--------------|
| Pat | Hemme | pat.hemme@purchasing.alabama.gov | 334-242-7173 |
| 1 Result(s) | | | |

Supplier Contact

| First name | Last name | Email | Phone |
|-------------|------------|----------------------------------|--------------|
| Joseph | Vanderpool | jvanderpool@petroleumtraders.com | 888.637.7661 |
| 1 Result(s) | | | |

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
8/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

| Item Name | Product Code | UOM |
|---------------------------------------|-----------------------|-------------|
| MADISON, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-76 | 0.00 Gallon |
| MADISON, DIESEL, 7,500 > GALLONS | 180000000002-999-1-77 | 0.00 Gallon |
| MARENGO, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-78 | 0.00 Gallon |
| MARENGO, DIESEL, 7,500 > GALLONS | 180000000002-999-1-79 | 0.00 Gallon |
| MARION, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-80 | 0.00 Gallon |
| MARION, DIESEL, 7,500 > GALLONS | 180000000002-999-1-81 | 0.00 Gallon |
| MARSHALL, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-82 | 0.00 Gallon |
| MARSHALL, DIESEL, 7,500 > GALLONS | 180000000002-999-1-83 | 0.00 Gallon |
| MOBILE, DIESEL, 7,500 > GALLONS | 180000000002-999-1-84 | 0.00 Gallon |
| MONROE, DIESEL, 7,500 > GALLONS | 180000000002-999-1-85 | 0.00 Gallon |
| MONTGOMERY, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-86 | 0.00 Gallon |
| MONTGOMERY, DIESEL, 7,500 > GALLONS | 180000000002-999-1-87 | 0.00 Gallon |
| MORGAN, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-88 | 0.00 Gallon |
| MORGAN, DIESEL, 7,500 > GALLONS | 180000000002-999-1-89 | 0.00 Gallon |
| PERRY, GASOLINE, 8,200 > GALLONS | 180000000002-999-1-90 | 0.00 Gallon |
| « < 2 3 4 5 6 7 8 > | | |



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hughes 360 Services LLC for stormwater ditch clearing at Coca-Cola Road.

General Fund.

Amount of Contract:

\$28,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|------------------------------------|------------|-------------|
| 20230707 Hughes Agenda Package POs | Cover Memo | 7/7/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------------------------|----------|---------------------|
| Mayors Office Montgomery, Brandi | Approved | 7/13/2023 - 2:43 PM |

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|--------------------|--------------------|-----------------------|--|---------------|---|
| <u>11612</u> | 2023 | (2086F) FLOOD CONTROL | CLEAR STORMWATER DITCH AT COCA COLA ROAD (SEALED BID 5809) | \$28,000.00 | <u>(297767)</u>
<u>HUGHES 360</u>
<u>SERVICES LLC</u> |

Adopted:

City Clerk

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011612-00 FY 2023

Acct No:
1000.40.20.2070.2086.2070.0000.0000.42155.
Review:
Buyer:
Status: Approved | Page 1 |
|--|--|--------|

| | |
|---|--|
| Vendor
HUGHES 360 SERVICES LLC
203 N FLORIDA STREET

MOBILE, AL 36607

Tel#2515103772 | 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

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------|
| 06/27/23 | 297767 | | | | FLOOD CONTROL |

| LN Description / Account | Qty | Unit Price | Net Price |
|---|--------------|-------------|-----------|
| 001 DITCH CLEANING SERVICES - VENDOR
TO CLEAN TEH EARTHERN DITCHES FROM
BEHIND THE WALMART STORE IN
TILLMANS CORNER PAST TEH COCA COLA
PLANT TO INTERSTATE 10. VENDOR
WILL BE PAID UPON COMPLETION OF
THE CLEARING OF THE DITCHES.
PARTIAL PAYMENTS WILL NOT BE PAID
ON THESE DITCHES. VENDOR
REPONSIBLE TO GAIN ACCESS TO THE
PROPERTIES TO BE CLEARED. AS PER
CITY OF MOBILE BID #5809 AND YOUR
QUOTE | 1.00
EACH | 28000.00000 | 28000.00 |

1 1000.40.20.2070.2086.2070.0000.0000.42155. 28000.00

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 28000.00

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

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en

Buyer: 002

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

| DATE | BID NO. | DEPARTMENT | Commodities to be delivered F.O.B. Mobile to: |
|------------|---------|--------------|---|
| 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 | UNIT | UNIT PRICE | | EXTENSION | |
|----------|---|------|--------------|-------|-----------|-------|
| | | | Dollars | Cents | Dollars | Cents |
| | <p style="text-align: center;">DITCH CLEANING SERVICES</p> <p>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.</p> <p>City wants the work to be completed within 60 days after the issuance of the Purchase Order.</p> <p>Concrete Trapezoidal and Earthen Ditches</p> <p style="padding-left: 40px;">Ditches between Cody Road to University Blvd (East and West) Zeigler Blvd to Old Shell Road North and South</p> <p>THE ABOVE TO BE AWARDED ALL OR NONE</p> <p>THE FOLLOWING EARTHEN DITCHES TO BE AWARDED ALL OR NONE</p> <p>Earthen Ditches</p> <ul style="list-style-type: none">• 5225 Coca Cola Road to I-10 <p>Ditches will be cleaned as per the following and attached information.</p> <p>A <u>mandatory</u> 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.</p> <p style="text-align: center;">Page 1 of 5</p> | | | | | |
| | | | TOTAL | | | |

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

685

BID CONTINUATION SHEET

Page _____ of _____

| QUANTITY | ARTICLES | UNIT | UNIT PRICE | | EXTENSION | |
|----------|---|------|------------|-------|-----------|-------|
| | | | Dollars | Cents | Dollars | Cents |
| | <p style="text-align: center;">Page 3 of 5</p> <p>(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence</p> <p>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.</p> <p>c. Professional liability insurance</p> <p>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.</p> <p>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.</p> <p>Vendors shall provide with this bid the following:</p> <ul style="list-style-type: none"> • 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 | | | |

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

| QUANTITY | ARTICLES | UNIT | UNIT PRICE | | EXTENSION | |
|----------|---|------|------------|-------|-----------|-------|
| | | | Dollars | Cents | Dollars | Cents |
| | <p style="text-align: center;">Page 4 of 5</p> <p>The following is required and must be filled in:</p> <p>Registration Number with Secretary of State Office _____</p> <p>City of Mobile Business License Number _____</p> <p>E-Verify Enrollment Number _____</p> <p>Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES _____ NO _____</p> <p>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.</p> <p>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.</p> <p>Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under <u>Bid #5809</u>.</p> <p>Here is the link for map images:
 https://maps.cityofmobile.org/bids/5809/index.html</p> <p>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.</p> <p>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, <u>12:01 P.M., Tuesday, June 13, 2023</u>, or the <u>Bid #5809</u>.</p> <p>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 <u>12:01 P.M., Tuesday, June 13, 2023</u>.</p> <p>Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.</p> | | | | | |
| | | | TOTAL | | | |

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

| QUANTITY | ARTICLES | UNIT | UNIT PRICE | | EXTENSION | |
|----------|--|------|------------|-------|-----------|-------|
| | | | Dollars | Cents | Dollars | Cents |
| | <p>Page 5 of 5</p> <p>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.</p> <p>Any bids delivered after <u>12:01 P.M., Tuesday, June 13, 2023</u> will be returned unopened.</p> <p>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/</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org</p> | | | | | |
| | | | TOTAL | | | |

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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.

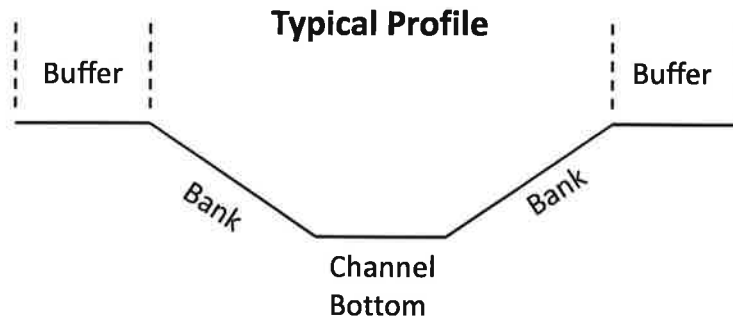
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. If the contractor 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

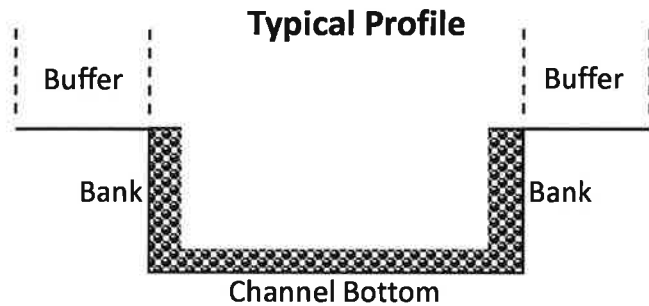


Trapezoidal Ditch Maintenance Standards

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

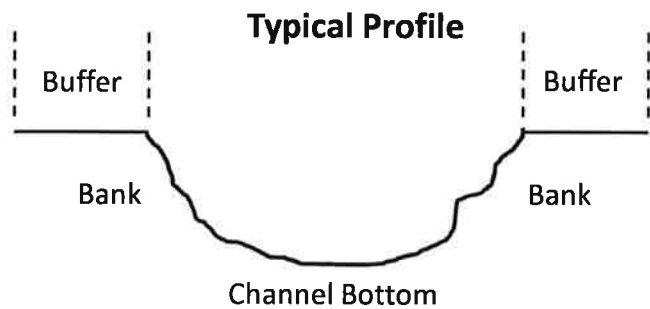
*Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.*



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





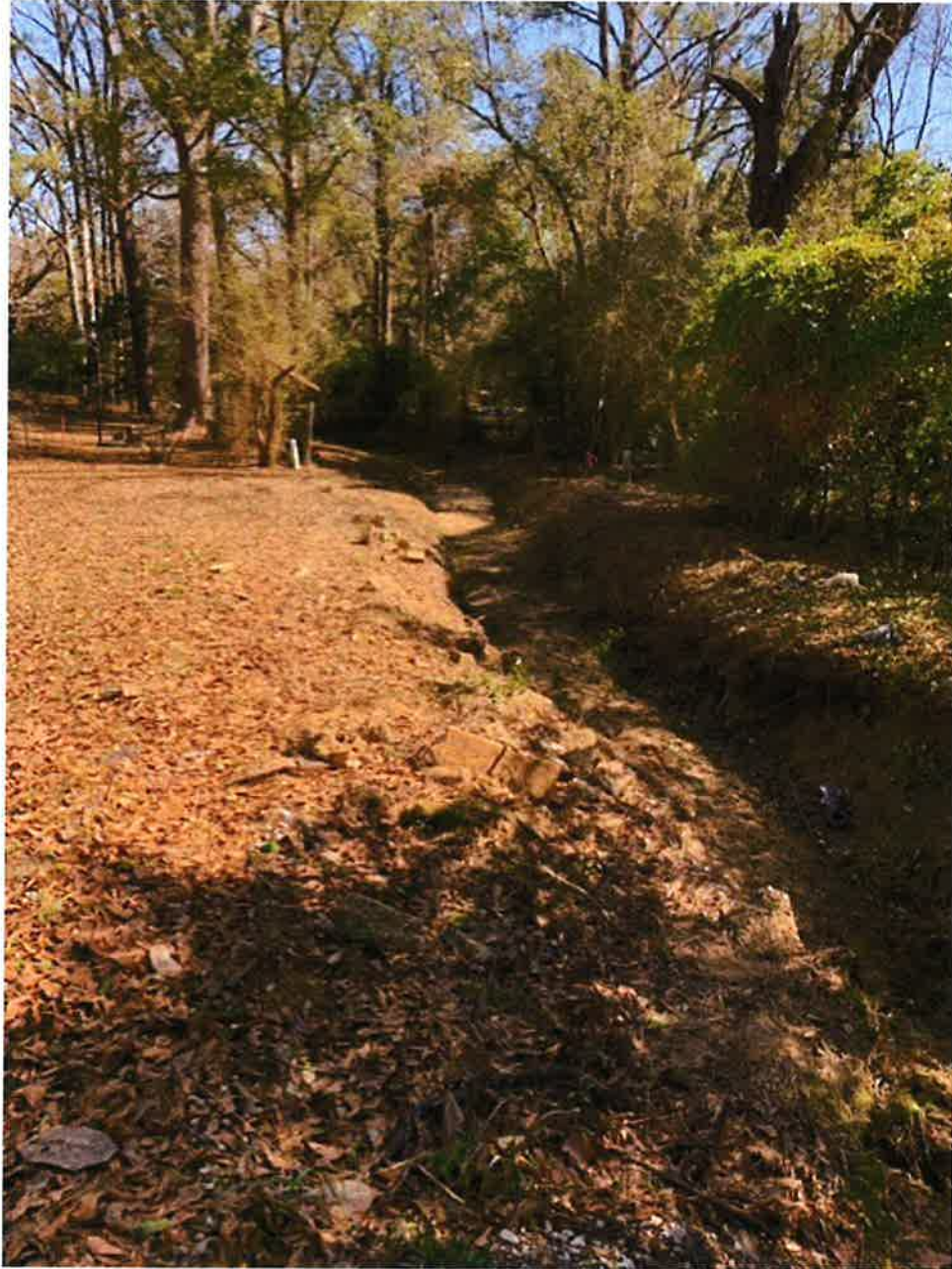




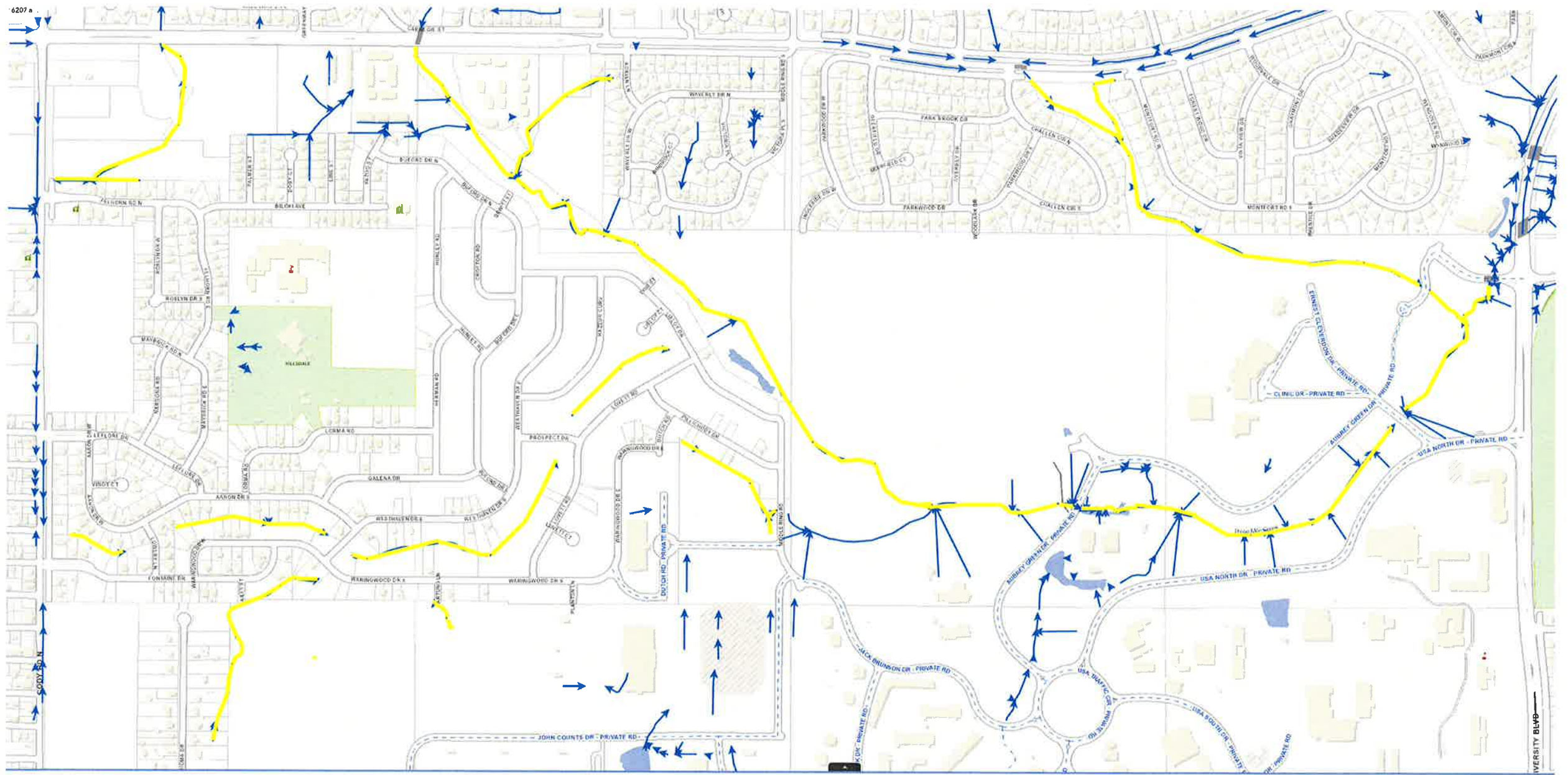














PROCUREMENT DEPARTMENT

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:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Armag Corporation for explosive storage magazine for MPD firearms range.

Capital equipment.

Amount of Contract:

\$22,993.42

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-----------------------------------|------------|-------------|
| 20230707 Armag Agenda Package POs | Cover Memo | 7/7/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------------------------|----------|---------------------|
| Mayors Office Montgomery, Brandi | Approved | 7/13/2023 - 2:42 PM |

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|--------------------|--------------------|--|---|---------------|---------------------------------------|
| <u>11647</u> | 2023 | (3032)
ARCHITECTURAL
ENGINEERING | EXPLOSIVE STORAGE
MAGAZINE FOR MPD
FIREARMS RANGE
(GSA CONTRACT) | \$22,993.42 | <u>(298596) ARMAG
CORPORATION</u> |

Adopted:

City Clerk

| | | |
|--|---|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011647-00 FY 2023

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer: 910518227
Status: Approved | Page 1 |
|--|---|--------|

Vendor
 ARMAG CORPORATION
 300 ARMAG AVE

 BARDSTOWN, KY 40004
 Tel#502-337-3495

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

 MOBILE, AL 36608

Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------------|
| 06/28/23 | 298596 | | | | ARCHITECTURAL ENGINEERING |

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

General Notes

AS PER YOUR QUOTE 40848AR2 AND THE GSA CONTRACT 47QSWA22D002S EXPIRES 01/30/2027

| | | | | |
|-----|--|--------------|-------------|----------|
| 001 | Part JD: 1328484ATF 11' X 7' X 7' (3352mm x 2133mm x 2133mm) Bureau of Alcohol, Tobacco, and Firearms (ATF) specification, Type 2 explosives storage magazine. Manufactured to meet or exceed construction requirements as described in Title 27 CFR Section 555.208 Color: Tan *Approximate weight per unit: 11368 lbs (5156kg) | 1.00
EACH | 20736.10000 | 20736.10 |
|-----|--|--------------|-------------|----------|

| | | | | |
|---|---|--|--|----------|
| 1 | 2000.80.00.0000.0000.0000.0000.47010.
E E0034 .CAPEQUIPMT. | | | 20736.10 |
|---|---|--|--|----------|

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD
 MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING

| | | |
|--|---|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011647-00 FY 2023

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer: 910518227
Status: Approved | Page 2 |
|--|---|--------|

| | |
|---|---|
| Vendor
ARMAG CORPORATION
300 ARMAG AVE

BARDSTOWN, KY 40004

Tel#502-337-3495 | Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Delivery Reference
BRENDA PARKER

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608
Delivery Reference
BRENDA PARKER |
|---|---|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------------|
| 06/28/23 | 298596 | | | | ARCHITECTURAL ENGINEERING |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|--|-----|------------|-----------|
| | 12251 TANNER WILLIAMS RD
MOBILE, AL 36608 | | | |

| | | | |
|--------------------------------|--------------|-----------|--------|
| 002 Part JD: 2 NFPA ground kit | 2.00
EACH | 242.62000 | 485.24 |
|--------------------------------|--------------|-----------|--------|

| | |
|---|--------|
| 1 2000.80.00.0000.0000.0000.0000.47020.
E E0034 .EQUIPUND5K. | 485.24 |
|---|--------|

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD
 MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

| | | | |
|--|--------------|-----------|--------|
| 003 Part JD: 6A Anchor bracket with bolt | 4.00
EACH | 144.89000 | 579.56 |
|--|--------------|-----------|--------|

| | |
|---|--------|
| 1 2000.80.00.0000.0000.0000.0000.47020.
E E0034 .EQUIPUND5K. | 579.56 |
|---|--------|

| | | |
|--|---|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011647-00 FY 2023

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer: 910518227
Status: Approved | Page 3 |
|--|---|--------|

| | |
|---|---|
| Vendor
ARMAG CORPORATION
300 ARMAG AVE

BARDSTOWN, KY 40004

Tel#502-337-3495 | Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Delivery Reference
BRENDA PARKER

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608
Delivery Reference
BRENDA PARKER |
|---|---|

| | | | | | |
|--------------|---------------|---------------|----------|-------|---------------------------|
| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
| 06/28/23 | 298596 | | | | ARCHITECTURAL ENGINEERING |

| LN | Description / Account | Qty | Unit Price | Net Price |
|-----|---|--------------|------------|-----------|
| | Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644 | | | |
| 004 | PartJD: 13 18" X 18" X 18" (457mm x 457mm x 457mm) Type 4, Oass BC ATF spec cap box attached. ID. 16. 5"x 16.5"x 16.5'' | 1.00
EACH | 987.28000 | 987.28 |
| 1 | 2000.80.00.0000.0000.0000.0000.47020.
E E0034 .EQUIPUND5K. | | | 987.28 |
| | Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Deliver To | | | |

| | | |
|--|---|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011647-00 FY 2023

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer: 910518227
Status: Approved | Page 4 |
|--|---|--------|

Vendor
 ARMAG CORPORATION
 300 ARMAG AVE

 BARDSTOWN, KY 40004
 Tel#502-337-3495

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

 MOBILE, AL 36608

Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------------|
| 06/28/23 | 298596 | | | | ARCHITECTURAL ENGINEERING |

| LN | Description / Account | Qty | Unit Price | Net Price |
|----|---|-----|------------|-----------|
| | POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608 | | | |

| | | | | |
|-----|---|--------------|----------|--------|
| 005 | PartJD: 4 ATF compliant padlock
7/16" shackle diameter with
1-1/16" clearance. The lock has a
5 pin tumbler. | 4.00
EACH | 51.31000 | 205.24 |
|-----|---|--------------|----------|--------|

| | | | | |
|---|---|--|--|--------|
| 1 | 2000.80.00.0000.0000.0000.0000.47020.
E E0034 .EQUIPUND5K. | | | 205.24 |
|---|---|--|--|--------|

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD
 MOBILE, AL 36608
 Delivery Reference
 BRENDA PARKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total 22993.42

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

Amount Remaining Budget

| | | |
|---|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011647-00 FY 2023

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer: 910518227
Status: Approved | Page 5 |
|---|--|--------|

Vendor
 ARMAG CORPORATION
 300 ARMAG AVE

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

BARDSTOWN, KY 40004

MOBILE, AL 36608

Tel#502-337-3495

Delivery Reference
 BRENDA PARKER

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608
Delivery Reference
 BRENDA PARKER

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|---------------------------|
| 06/28/23 | 298596 | | | | ARCHITECTURAL ENGINEERING |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---------|-----------------------|-----|------------|-----------|
| E E0034 | .CAPEQUIPMT. | . | 20736.10 | 603781.33 |
| E E0034 | .EQUIPUND5K. | . | 2257.32 | 603781.33 |

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

| Account | Amount | Remaining Budget |
|--|----------|------------------|
| 2000.80.00.0000.0000.0000.0000.47010. | | |
| | 20736.10 | 2565162.08 |
| CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000) | | |
| 2000.80.00.0000.0000.0000.0000.47020. | | |
| | 2257.32 | 2565162.08 |
| CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN \$5000) | | |

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

| Activity | Date | Clerk | Comment |
|----------|----------|-------------------|--------------------------------|
| Forward | 06/28/23 | JAMES BARBER | Automatic Forward to 910519885 |
| Approved | 06/29/23 | RODNEY GREELEY | R.G. |
| Approved | 06/29/23 | JOSEPH KENNEDY | Auto approved by: 910510512 |
| Approved | 06/29/23 | Brandi Montgomery | Auto approved by: 910510512 |
| Approved | 06/29/23 | WILLIAM JACKSON | Auto approved by: 910510512 |
| Approved | 06/29/23 | PAUL PRINE | Auto approved by: 910510512 |
| Approved | 06/29/23 | WILLIAM REED | Auto approved by: 910510512 |
| Approved | 06/29/23 | BRENDA RHODES | |
| Approved | 06/29/23 | TIFFANY HOLLINS | Auto approved by: 910511034 |
| Approved | 06/29/23 | RELYA MALLORY | Auto approved by: 910511034 |
| Unknown | 07/07/23 | SANDRA LEWIS | |
| Approved | 07/07/23 | DONALD ROSE | Auto approved by: 910518227 |
| Approved | 07/07/23 | SANDRA LEWIS | |
| Approved | 07/07/23 | JOHN PAINE | Auto approved by: 910518227 |
| Approved | 07/07/23 | MICHAEL SPAFFORD | Auto approved by: 910518227 |

| | |
|--|---|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00011647-00 FY 2023

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer: 910518227
Status: Approved |
|--|---|

Page 6

| | |
|---|---|
| Vendor
ARMAG CORPORATION
300 ARMAG AVE

BARDSTOWN, KY 40004

Tel#502-337-3495 | Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Delivery Reference
BRENDA PARKER

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608
Delivery Reference
BRENDA PARKER |
|---|---|

| | | | | | |
|-----------------|------------------|------------------|-------------|-------|---------------------------|
| Date
Ordered | Vendor
Number | Date
Required | Ship
Via | Terms | Department |
| 06/28/23 | 298596 | | | | ARCHITECTURAL ENGINEERING |

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

Authorized By: _____ Date: _____
 Signature

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: [Armag MAS](#)
FSC Group: 7125

CONTRACT NUMBER: 47QSWA22D002S

CONTRACT PERIOD: January 31, 2022 through January 30, 2027

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: [Armag Corporation, 300 Armag Ave Bardstown, KY 40004, https://www.armagcorp.com/](#)

CONTRACTOR'S ADMINISTRATION SOURCE: [Joseph Haydon, jospehh@armagcorp.com, 502-348-3987](#)

BUSINESS SIZE: [Small](#)

Socioeconomic Indicators: [Small](#)

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

| SIN | DESCRIPTION |
|-------------------------|---|
| 332311P | Engineered and Prefabricated Buildings and Structures |

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

| <u>SIN</u> | <u>MODEL</u> | <u>PRICE</u> |
|------------|--------------|--------------|
| 332311P | SDBOXGSA | \$1573.48 |

1c. HOURLY RATES: (Services Only)
NA

2. MAXIMUM ORDER*: [\\$250000](#) per SIN and [\\$250000](#) per order

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. MINIMUM ORDER: [None](#)

4. **GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities or as negotiated
5. **POINT(S) OF PRODUCTION:** Same as contractor
6. **DISCOUNT FROM LIST PRICES:** *Attached pricelist shows GSA prices with negotiated discount applied from MFC price. Includes the IFF.*
7. **QUANTITY DISCOUNT(S):** NA
8. **PROMPT PAYMENT TERMS:** NA
- 9.a **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**
- 9.b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**
10. **FOREIGN ITEMS:** None
- 11a. **TIME OF DELIVERY:** Shipped 30 Days after receipt of order
- 11b. **EXPEDITED DELIVERY:** None Offered
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** None Offered.
- 11d. **URGENT REQUIRMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB POINT:** Origin
- 13a. **ORDERING ADDRESS:** Same
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. **PAYMENT ADDRESS:** Same as contractor
15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty
16. **EXPORT PACKING CHARGES:** None
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level may be inserted by contractor)
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: as applicable

25. DUNS NUMBER: 007991748

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

| SIN/SIN(s)
Proposed | MANUFACTURER NAME | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | PRICE OFFERED TO GSA (including IFF) |
|------------------------|-------------------|----------------|------------------------|--|-----|--------------------------------------|
| 332311P | Armag Corporation | 2409696-SCLT | 20'x8'x8' ARC LT | Single Unit A.R.C. Vault LT: as priced 20'x8'x8' Assembly includes a one-time use ISO certified container, HVAC, lights, electrical distribution, fiber optic network package, fold-down work benches, etc. Protected space will provide sound attenuation to Sound Group IV, or a minimum of STC50 for amplified sound. NTE Price. Priced according to size | EA | \$ 134,957.05 |
| 332311P | Armag Corporation | 4809696-SCLT | 40'x8'x8' ARC LT | Single Unit A.R.C. Vault LT: as priced 40'x8'x8' Assembly includes a one-time use ISO certified container, HVAC, lights, electrical distribution, fiber optic network package, fold-down work benches, etc. Protected space will provide sound attenuation to Sound Group IV, or a minimum of STC50 for amplified sound. NTE Price. Priced according to size | EA | \$ 185,588.68 |
| 332311P | Armag Corporation | 2409696-SCLTRF | 20'x8'x8' ARC LT RF | 20'L x 8'W x 8'H ARC LT TEMPEST container capable of being accredited as a T-SCIF per ICD 705 1.4. Assembly includes a one-time use ISO certified container, HVAC, lights, electrical distribution, fiber optic network package, fold-down work benches, etc. Protected space will provide sound attenuation to Sound Group IV, or a minimum of STC50 for amplified sound. Additional protection includes shielding techniques to achieve 60dB of RF attenuation up to 1GHz tested in accordance with IEEE standards. NTE Price. Priced according to size | EA | \$ 222,014.52 |
| 332311P | Armag Corporation | 4809696-SCLTRF | 40'x8'x8' ARC LT RF | 40'L x 8'W x 8'H ARC LT TEMPEST container capable of being accredited as a T-SCIF per ICD 705 1.4. Assembly includes a one-time use ISO certified container, HVAC, lights, electrical distribution, fiber optic network package, fold-down work benches, etc. Protected space will provide sound attenuation to Sound Group IV, or a minimum of STC50 for amplified sound. Additional protection includes shielding techniques to achieve 60dB of RF attenuation up to 1GHz tested in accordance with IEEE standards. NTE Price. Priced according to size. | EA | \$ 274,896.45 |
| ANCILLARY | Armag Corporation | 30CMD | DOORS, RAMPS AND LOCKS | Trilogy DL2700WP Cipher Lock (installed) | EA | \$ 1,491.77 |
| ANCILLARY | Armag Corporation | SC220 | ELECTRICAL | Over the Floor Raceway with Quad Box and LAN connection. Includes 8LF per unit | EA | \$ 1,810.62 |
| ANCILLARY | Armag Corporation | SCTRAY12 | ELECTRICAL | 4" high by 12" wide 75lb capacity ladder tray for overhead cable raceway, including one horizontal transition (Tee or 90°) and hangers - up to 12ft long | EA | \$ 2,361.30 |
| ANCILLARY | Armag Corporation | SCTRAY12-A | ELECTRICAL | 4" high by 12" wide 75lb capacity ladder tray for overhead cable raceway, with hangers - each additional 12ft. | EA | \$ 786.71 |
| ANCILLARY | Armag Corporation | SC317CB24 | ELECTRICAL | 24"H x 24"W x 32"D GL24WDX wall mounted, lockable Network cabinet with patch panel mounted on the interior. Includes Installation | EA | \$ 1,738.16 |
| ANCILLARY | Armag Corporation | SC317CB48 | ELECTRICAL | 48"H x 24"W x 32"D GL48WDX wall mounted, lockable Network cabinet with patch panel mounted on the interior. Includes installation | EA | \$ 2,435.41 |
| ANCILLARY | Armag Corporation | SCRF-100 | ELECTRICAL | 100A, 3PH Power Line filter with 100dB insertion loss 14KHz to 40GHz | EA | \$ 18,348.36 |
| ANCILLARY | Armag Corporation | SCRF-250 | ELECTRICAL | 250A, 3PH Power Line filter with 100dB insertion loss 14kHz to 40GHz | EA | \$ 28,510.91 |
| ANCILLARY | Armag Corporation | SC317FO | ELECTRICAL | Fiber Optic Network Package to include: Color-coded 62.5 micrometer multimode duplex fiber optic cable connecting the patch panel to each LAN drop, for each channel provided. End-user to specify color for each channel. Priced according to the number of lines required. | EA | \$ 508.46 |
| ANCILLARY | Armag Corporation | 56 | OTHER | Air Compressor: Ingersoll Rand Model 2475N5-V 230V, 1PH, 60hz Electrical Service 80-Gal Vertical Tank Automatic Tank Drain | EA | \$ 5,355.39 |
| 332311P | Armag Corporation | ARMGSA | Armory | Single unit armory: as priced 44'x16'x10' with HVAC, IDS Prep, and Lighting. NTE Price. Other single unit sizes available, priced according to size. | EA | \$ 178,312.62 |
| 332311P | Armag Corporation | DARMGSA | Duplex Armory | Duplex armory: as priced 44'x30'x11' with HVAC, IDS Prep, and Lighting. NTE Price. Other duplex sizes available, priced according to size. | EA | \$ 331,956.23 |
| 332311P | Armag Corporation | MARMGSA | Multiplex Armory | Multiplex armory: as priced 44'x150'x10' 15 plex with HVAC, IDS Prep, and Lighting. NTE Price. Other multiplex sizes available, priced according to size. | EA | \$ 1,955,499.92 |
| 332311P | Armag Corporation | ATFGSA | ATF Spec Magazin | ATF spec Single Unit Type 2 explosives storage and ammo storage magazine: as priced 44'x16'x10'. Manufactured to meet or exceed ATF specs. NTE Price. Other single unit sizes available, priced according to size. | EA | \$ 156,248.82 |
| 332311P | Armag Corporation | DATFGSA | ATF Spec Duplex | Duplex ATF spec Type 2 explosives storage and ammo storage magazine: as priced 44'x28'x10'. Manufactured to meet or exceed ATF M ^{specs} . NTE Price. Other duplex sizes available, priced according to size. | EA | \$ 235,902.85 |

| | | | | | | |
|-----------|------------------|------------------|----------------------|---|----|-----------------|
| 332311P | Armag Corportion | MATFGSA | ATF Spec Multiplex | Multiplex ATF spec Type 2 explosives storage and ammo storage magazine: as priced 40"x11.5"x10' 10 plex. Manufactured to meet or exceed ATF specs. NTE Price. Other multiplex sizes available,priced according to size. | EA | \$ 1,381,603.39 |
| 332311P | Armag Corportion | ECMGSA | Earthen Covered M | US Military spec Type 2 earth covered explosive storage and ammo storage magazine: as priced 40"x13.5"x10' . Manufactured to meet or exceed spec TDS-2078-SHR. NTE Price. Other sizes available, priced according to size. | EA | \$ 162,475.70 |
| 332311P | Armag Corportion | ECM3BAR | Earthen Covered M | 3-Bar Earth Covered Magazine 40"x13.5"x9' . NTE Price; limited to 40"x13.5"x9' configuration. | EA | \$ 364,915.10 |
| 332311P | Armag Corportion | SDBOXGSA | TYPE 3 CLASS AB | Steel day box: as priced 42"x24"x24". Meets or exceeds DOT and ATF specifications. NTE Price. Other sizes available, priced according to size. | EA | \$ 1,573.48 |
| 332311P | Armag Corportion | ADBOXGSA | TYPE 3 CLASS AB | Aluminum day box: as priced 60"x24"x24". Meets or exceeds DOT and ATF specifications. NTE Price. Other sizes available, priced according to size. | EA | \$ 2,717.04 |
| 332311P | Armag Corportion | IMEGSA | IME/DOT SPEC. C | IME/DOT SLP-22 container: as priced 36"x24"x16" . Intended for transportation or temporary storage of detonators. NTE Price. Other sizes available, priced according to size. | EA | \$ 1,357.67 |
| 332311P | Armag Corportion | IMECOMBOGSA | IME/DOT /TYPE 3 | Combination Type 3 Day box and IME/DOT SLP-22 container: as priced 60"x24"x24". Intended for transportation or temporary storage of detonators and explosives in the same vehicle. Compartments separated by no less than 4". NTE Price. Other sizes available, priced according to size. | EA | \$ 3,033.56 |
| 332311P | Armag Corportion | 424236PMK | Limited Arc Grenad | US Military spec explosive storage magazine. This magazine is designed to store grenades. NTE Price; limited to 42"x42"x36" configuration. | EA | \$ 14,520.00 |
| 332311P | Armag Corportion | 848484CET | Canine Explosive T | US Military spec K9 limited arc explosives storage magazine. Magazine is designed to safely store K9 explosive training aids. NTE Price; limited to 7"x7"x7" configuration. | EA | \$ 30,180.50 |
| 332311P | Armag Corportion | 848484PMK | EOD Limited Arc M | US Military spec EOD explosive storage magazine. This magazine is designed to store EOD explosives. NTE Price; limited to configurations listed in TP-15. Priced according to size. | EA | \$ 82,789.40 |
| 332311P | Armag Corportion | 1028893MTM | Military Transport M | US Military spec Air Transportable explosive storage and ammo storage magazine. Manufactured to meet or exceed spec NSWC 3046-93-1. Can be placed on a 463L Pallet for Air Transportability. NTE Price. | EA | \$ 37,946.52 |
| 332311P | Armag Corportion | TYPE2I2INDOOR G | Type 2 Indoor Mag | Type 2 indoor 1/4" steel, hardwood lined magazine: as priced 60"x28"x72" . Explosives storage and ammo storage magazine. Manufactured to meet or exceed ATF specs. NTE Price. Other sizes available, priced according to size | EA | \$ 8,927.82 |
| 332311P | Armag Corportion | TYPE2I2INDOORG S | Type 2 Indoor Mag | Type 2 indoor 11 ga. Steel, plywood lined magazine: as priced 72"x48"x72". Explosives storage and ammo storage magazine. Manufactured to meet or exceed ATF specs. NTE Price. Other sizes available, priced according to size | EA | \$ 8,927.82 |
| 332311P | Armag Corportion | MILSPECGSA | Military Spec Maga | US Military spec Single Unit Type 2 explosive storage and ammo storage magazine: as priced 44"x16"x10'. Manufactured to meet or exceed spec TDS-2078-SHR. NTE Price. Other sizes single unit sizes available, priced according to size. | EA | \$ 170,897.56 |
| 332311P | Armag Corportion | DMILSPECGSA | Military Spec Duple | Duplex US Military spec Type 2 explosive storage and ammo storage magazine: as priced 44"x27"x11'. Manufactured to meet or exceed spec TDS-2078-SHR. NTE Price. Other duplex sizes available, priced according to size. | EA | \$ 281,907.04 |
| 332311P | Armag Corportion | MMILSPECGSA | Military Spec Multip | Multiplex US Military spec Type 2 explosive storage and ammo storage magazine: as priced 40"x11.5"x10 10 plex. Manufactured to meet or exceed spec TDS-2078-SHR. NTE Price. Other multiplex sizes available, priced according to size. | EA | \$ 1,507,888.98 |
| 332311P | Armag Corportion | ARCGSA | A.R.C Vault | Single Unit A.R.C. Vault: as priced 50"x15"x10' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power. NTE Price. Other Single Unit sizes available, priced according to size | EA | \$ 320,801.84 |
| 332311P | Armag Corportion | DARCGSA | Duplex A.R.C. Vaul | Duplex A.R.C. Vault: as priced 50"x27"x11' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power. NTE Price. Other Single Unit sizes available, priced according to size | EA | \$ 531,014.54 |
| 332311P | Armag Corportion | MARCGSA | Multiplex A.R.C. Va | Multiplex A.R.C. Vault: as priced 50"x100"x11' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power. NTE Price. Other Single Unit sizes available, priced according to size | EA | \$ 1,627,787.99 |
| 332311P | Armag Corportion | RFARCGSA | RF Shielded A.R.C. | Single Unit RF Shielded A.R.C. Vault: as priced 50"x15"x10' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power, Power and Signal Filters, Single Knife Edge Door, Waveguides. NTE Price. Other Single Unit sizes available, priced according to size | EA | \$ 540,501.03 |
| 332311P | Armag Corportion | DFARCGSA | Duplex RF Shielded | Duplex RF Shielded A.R.C. Vault: as priced 50"x27"x11' with HVAC, Lighting, IDS/ACS prep, Vestibule, Computer Equipment Room, Power, Power and Signal Filters, Single Knife Edge Door, Waveguides, Proprietary RF Shielded Seam. NTE Price. Other Single Unit sizes available, priced according to size | EA | \$ 994,905.45 |
| ANCILLARY | Armag Corportion | 2 | GROUNDING AND | NFPA ground kit | EA | \$ 242.62 |
| ANCILLARY | Armag Corportion | 3 | GROUNDING AND | Lightning protection kit (includes 2 NFPA ground kits) | EA | \$ 860.87 |
| ANCILLARY | Armag Corportion | 3B | GROUNDING AND | Lightning protection kit for duplex units (includes 16 points) | EA | \$ 1,444.95 |
| ANCILLARY | Armag Corportion | 3A | GROUNDING AND | Lightning protection kit for earth-covered magazine | EA | \$ 1,958.90 |
| ANCILLARY | Armag Corportion | 6A | GROUNDING AND | Anchor Bracket with bolts | EA | \$ 144.89 |
| ANCILLARY | Armag Corportion | 49 | GROUNDING AND | Isolated ground plate (touch pad) | EA | \$ 665.12 |
| ANCILLARY | Armag Corportion | 5051 | GROUNDING AND | Interior mounted copper buss ground bar (price per linear foot) | EA | \$ 108.50 |
| ANCILLARY | Armag Corportion | 99 | GROUNDING AND | Interior D-ring recessed 5/8" D-ring with aluminum plate cover (welded to floor or wall) | EA | \$ 403.74 |
| ANCILLARY | Armag Corportion | 6C | GROUNDING AND | Top mounting copper points for lightning protection kit (1/2" x 24") | EA | \$ 36.36 |
| ANCILLARY | Armag Corportion | 6D | GROUNDING AND | Top mounting bracket for lightning point | EA | \$ 20.20 |
| ANCILLARY | Armag Corportion | 6E | GROUNDING AND | Bonding plate for ground cable | EA | \$ 32.32 |
| ANCILLARY | Armag Corportion | 6F | GROUNDING AND | Copper 7/16" ground cable (priced per foot) | EA | \$ 12.12 |
| ANCILLARY | Armag Corportion | 6G | GROUNDING AND | Copper clad ground rod (3/4" x 10') | EA | \$ 90.22 |
| ANCILLARY | Armag Corportion | 6H | GROUNDING AND | Ground strap for door | EA | \$ 12.12 |

| | | | | | | |
|-----------|-------------------|--------|----------------|---|----|--------------|
| ANCILLARY | Armag Corporation | A13 | GROUNDING AND | Tie down tracks and clip-in D rings (price per 10' section and includes 6 D-rings) | EA | \$ 567.53 |
| ANCILLARY | Armag Corporation | 4 | DOORS, RAMPS A | ATF spec padlock 7/16" shackle diameter with 1 1/16" clearance | EA | \$ 51.31 |
| ANCILLARY | Armag Corporation | 4C | DOORS, RAMPS A | 951C high security lock (replaces 833 lock) | EA | \$ 2,079.03 |
| ANCILLARY | Armag Corporation | 4D | DOORS, RAMPS A | MEDECO Lock - Shrouded with 7/16" Shackle | EA | \$ 278.87 |
| ANCILLARY | Armag Corporation | 5 | DOORS, RAMPS A | Extra NAPEC high security hasp | EA | \$ 292.89 |
| ANCILLARY | Armag Corporation | 5A | DOORS, RAMPS A | Installation of AIB (does not include AIB box or materials) | EA | \$ 1,283.57 |
| ANCILLARY | Armag Corporation | 5B | DOORS, RAMPS A | NAPEC hasp (unattached) | EA | \$ 186.93 |
| ANCILLARY | Armag Corporation | 6 | DOORS, RAMPS A | Cam closure | EA | \$ 346.82 |
| ANCILLARY | Armag Corporation | 9A | DOORS, RAMPS A | 4"W x 6'L entrance ramp | EA | \$ 2,818.11 |
| ANCILLARY | Armag Corporation | 10 | DOORS, RAMPS A | 8"W x 6'L steel ramp for double doors | EA | \$ 4,286.76 |
| ANCILLARY | Armag Corporation | 7 | DOORS, RAMPS A | Additional high security single exterior steel door (MAG) | EA | \$ 1,723.90 |
| ANCILLARY | Armag Corporation | 7A | DOORS, RAMPS A | Additional high security single exterior steel door with a cam closer to make a set of double doors (MAG) | EA | \$ 2,470.60 |
| ANCILLARY | Armag Corporation | 7B | DOORS, RAMPS A | Additional high security single exterior steel door (ARM) | EA | \$ 3,102.47 |
| ANCILLARY | Armag Corporation | 7C | DOORS, RAMPS A | Additional high security single exterior steel door with a cam closer to make a set of double doors (ARM) | EA | \$ 2,145.49 |
| ANCILLARY | Armag Corporation | 7D | DOORS, RAMPS A | Additional set of high security double doors with commercial metal armory double doors. One commercial door is issue door with issue port | EA | \$ 8,083.56 |
| ANCILLARY | Armag Corporation | 8 | DOORS, RAMPS A | Additional set of high security magazine double doors with cam closer | EA | \$ 3,280.04 |
| ANCILLARY | Armag Corporation | 8B | DOORS, RAMPS A | Additional set of high security magazine double doors w/wraparound hinges for end of 8x8 mag or smaller | EA | \$ 3,287.16 |
| ANCILLARY | Armag Corporation | 9 | DOORS, RAMPS A | Issue Door 48" x 24" x 3/8" "inside swing" door with high security hasp and issue port, with water tight sliding door on outside. Expanded Aluminum Window Screen with inverted T opering 4" x 18" bottom opening, 6" wide at top opening | EA | \$ 4,215.08 |
| ANCILLARY | Armag Corporation | 208 | DOORS, RAMPS A | Additional high security set of armory double doors | EA | \$ 3,138.60 |
| ANCILLARY | Armag Corporation | 210 | DOORS, RAMPS A | Single high security exterior armory door with Dutch issue door | EA | \$ 4,304.19 |
| ANCILLARY | Armag Corporation | 30 | DOORS, RAMPS A | Commercial metal exterior door in one end wall with closure and commercial keyed lock set | EA | \$ 4,018.60 |
| ANCILLARY | Armag Corporation | 5029 | DOORS, RAMPS A | Fabricated aluminum Dutch issue door | EA | \$ 4,057.84 |
| ANCILLARY | Armag Corporation | 209 | DOORS, RAMPS A | Interior mounted steel Dutch door with issue port | EA | \$ 2,827.69 |
| ANCILLARY | Armag Corporation | 11M | DOORS, RAMPS A | 36"W x 84"H aluminum door installed in aluminum expanded metal wall | EA | \$ 3,141.86 |
| ANCILLARY | Armag Corporation | 8A | DOORS, RAMPS A | Panic bar device for active door | EA | \$ 2,495.01 |
| ANCILLARY | Armag Corporation | 43 | DOORS, RAMPS A | Armory side-mounted Issue port (standard 12"H x 16"W opening with inside swing door with high security hasp, with watertight sliding door) | EA | \$ 3,641.22 |
| ANCILLARY | Armag Corporation | 206 | DOORS, RAMPS A | 14" steel exterior door hinge | EA | \$ 155.90 |
| ANCILLARY | Armag Corporation | 300 | DOORS, RAMPS A | 4' x 4' aluminum awning for single door | EA | \$ 1,405.55 |
| ANCILLARY | Armag Corporation | 301 | DOORS, RAMPS A | 4' x 10' aluminum awning for double doors | EA | \$ 1,957.81 |
| ANCILLARY | Armag Corporation | 5D | DOORS, RAMPS A | Two ATF hoods with angle guard (unattached) | EA | \$ 368.82 |
| ANCILLARY | Armag Corporation | 5E | DOORS, RAMPS A | Two ATF hoods with angle guard (attached) | EA | \$ 298.00 |
| ANCILLARY | Armag Corporation | 5F | DOORS, RAMPS A | Two Oversized ATF Hoods with angle guard (unattached) Will accept the MEDCO Locks. | EA | \$ 458.35 |
| ANCILLARY | Armag Corporation | 5028 | DOORS, RAMPS A | Aluminum expanded metal daygate with issue port | EA | \$ 3,339.69 |
| ANCILLARY | Armag Corporation | A3 | DOORS, RAMPS A | 4' x 21' fold down awning for side mounted issue port | EA | \$ 10,807.55 |
| ANCILLARY | Armag Corporation | SC200 | DOORS, RAMPS A | STC 52 Primary Entrance Door with LKM 10K / Kaba Mas X10 package | EA | \$ 22,609.38 |
| ANCILLARY | Armag Corporation | SC200E | DOORS, RAMPS A | STC 52 Emergency Exit Door with Panic Bar and dead bolt locking device and audible alarm. No exterior hardware | EA | \$ 18,760.83 |
| ANCILLARY | Armag Corporation | 12 | FLOORING AND L | Heavy duty flooring (price per sq ft) | EA | \$ 18.24 |
| ANCILLARY | Armag Corporation | 46 | FLOORING AND L | Sq Ft Charge for additional 1" hardwood lining for walls and ceiling to make 3" lining in armory | EA | \$ 3.29 |
| ANCILLARY | Armag Corporation | 103 | FLOORING AND L | Termite treatment (price per sq ft; \$500 minimum charge) | EA | \$ 0.49 |
| ANCILLARY | Armag Corporation | 220 | FLOORING AND L | Install tile and 3/4 ply and luan (price per sq ft) | EA | \$ 5.21 |
| ANCILLARY | Armag Corporation | 12A | FLOORING AND L | 1/8" aluminum tread plate flooring (priced per sq ft) | EA | \$ 16.08 |
| ANCILLARY | Armag Corporation | SC221 | FLOORING AND L | Carpet Squares 24"x24" | EA | \$ 8.61 |
| ANCILLARY | Armag Corporation | 17C | ELECTRICAL | 120/240 volt, 70 amp, single phase, 3 wire+G, 60 HTZ | EA | \$ 301.30 |
| ANCILLARY | Armag Corporation | 17D | ELECTRICAL | 120/240 volt, 100 amp, single phase, 3 wire+G, 60 HTZ | EA | \$ 625.44 |
| ANCILLARY | Armag Corporation | 17E | ELECTRICAL | 120/240 volt, 200 amp, single phase, 3 wire+G, 60 HTZ | EA | \$ 857.12 |
| ANCILLARY | Armag Corporation | 213-A | ELECTRICAL | 120/208 volt, 100 amp, three phase, 4 wire+G, 60 HTZ | EA | \$ 2,220.10 |
| ANCILLARY | Armag Corporation | 213 | ELECTRICAL | 120/208 volt, 200 amp, three phase, 4 wire+G, 60 HTZ | EA | \$ 3,017.62 |
| ANCILLARY | Armag Corporation | 101-A | ELECTRICAL | 220 volt, 100 amp, single phase, 2 wire+G, straight 50 HTZ power (option for armories ONLY) | EA | \$ 202.47 |
| ANCILLARY | Armag Corporation | 101-M | ELECTRICAL | 220 volt, 100 amp, single phase, 2 wire+G, straight 50 HTZ power (option for Magazines ONLY) | EA | \$ 701.91 |
| ANCILLARY | Armag Corporation | 102 | ELECTRICAL | 240/480 volt, 100 amp, single phase, 3 wire+G, 60 HTZ Dual Hookup | EA | \$ 5,115.11 |
| ANCILLARY | Armag Corporation | 215 | ELECTRICAL | Quad receptacle | EA | \$ 186.27 |
| ANCILLARY | Armag Corporation | 216 | ELECTRICAL | Phone drop | EA | \$ 169.34 |
| ANCILLARY | Armag Corporation | 217 | ELECTRICAL | LAN drop | EA | \$ 169.34 |
| ANCILLARY | Armag Corporation | 214 | ELECTRICAL | 20 amp dedicated circuit (typically for shredder) | EA | \$ 172.34 |
| ANCILLARY | Armag Corporation | 218 | ELECTRICAL | IDS Prep - Exterior mounted 30" x 24" x 10" aluminum enclosure, with 70 amp electrical panel, and IDS prep (conduit | EA | \$ 2,051.40 |
| ANCILLARY | Armag Corporation | 218A | ELECTRICAL | Exterior mounted 1/4" steel enclosure welded to magazine. Includes 70 amp electrical panel, IDS prep | EA | \$ 3,379.09 |
| ANCILLARY | Armag Corporation | 218B | ELECTRICAL | Exterior Mounted aluminum enclosure fastened to steel post (post to be installed by others) Includes 70 amp electrical panel, | EA | \$ 4,114.39 |
| ANCILLARY | Armag Corporation | 17F | ELECTRICAL | Generator hookup package - 3 wire, 100 amp, 240 volt, 3 pole transfer switch | EA | \$ 3,490.04 |
| ANCILLARY | Armag Corporation | 212 | ELECTRICAL | 20 amp 120 volt explosion resistant box receptacle and plug | EA | \$ 1,652.07 |
| ANCILLARY | Armag Corporation | 20 | LIGHTING | Explosion proof lighting (1-45 watt LED Class I, Div. 1 & 2, Groups C,D Class II, Div 1 & 2, Groups E, F, G light switch) | EA | \$ 2,630.27 |

| | | | | | | |
|-----------|-------------------|-------|-----------------|---|----|--------------|
| ANCILLARY | Armag Corporation | 20A | LIGHTING | Additional Explosion proof light (1-45 watt LED Class I, Div. 1 & 2, Groups C & D, Class II, Div 1 & 2, Groups E, F, G light) | EA | \$ 1,788.17 |
| ANCILLARY | Armag Corporation | 24 | LIGHTING | Exterior mounted light with photo cell for 50HZ or 60HZ system (not bracket mounted) | EA | \$ 944.53 |
| ANCILLARY | Armag Corporation | 25 | LIGHTING | Exterior red or blue strobe security warning light | EA | \$ 1,847.78 |
| ANCILLARY | Armag Corporation | 44 | LIGHTING | Battery operated emergency light (non-explosion proof) | EA | \$ 479.42 |
| ANCILLARY | Armag Corporation | 17B | LIGHTING | One 4 foot Beghelli light fixture. Includes two 54 watt bulbs. | EA | \$ 477.10 |
| ANCILLARY | Armag Corporation | 31 | HVAC | DEW 50 dehumidifier (non explosion proof; includes installation) | EA | \$ 8,804.53 |
| ANCILLARY | Armag Corporation | 23-A | HVAC | 2" styrofoam R10 insulation (price per sq ft) | EA | \$ 2.79 |
| ANCILLARY | Armag Corporation | 23-D | HVAC | 5/8" insulation (price per sq ft) | EA | \$ 1.86 |
| ANCILLARY | Armag Corporation | 22-9 | HVAC | Through the wall mounted HVAC – Class 1, Division 2, Heater rated T2A. Includes heavy duty enclosure. | EA | \$ 24,726.14 |
| ANCILLARY | Armag Corporation | 22B | HVAC | Additional 36,000 BTU HVAC (includes ballistic steel enclosure) | EA | \$ 8,923.08 |
| ANCILLARY | Armag Corporation | 120 | HVAC | 2-ton externally mounted Bard HVAC with built-in dehumidifier | EA | \$ 7,886.11 |
| ANCILLARY | Armag Corporation | 11 | HVAC | Charge to replace 60 Htz standard AC unit with 50 Htz unit | EA | \$ 814.51 |
| ANCILLARY | Armag Corporation | A5 | HVAC | Additional 17,500 BTU HVAC (includes ballistic steel enclosure) | EA | \$ 5,406.47 |
| ANCILLARY | Armag Corporation | A5-1 | HVAC | Additional 12,500 BTU HVAC (includes ballistic steel enclosure) | EA | \$ 5,823.73 |
| ANCILLARY | Armag Corporation | A6 | HVAC | 17,000 BTU Ceiling heater with thermostat | EA | \$ 2,442.68 |
| ANCILLARY | Armag Corporation | 22 | HVAC | 3.5 ton 42,000 BTU ductless HVAC system. Condenser is mounted on exterior of Armag vault | EA | \$ 17,714.58 |
| ANCILLARY | Armag Corporation | SC231 | HVAC | Exterior Mounted BARD HVAC with Supply/Return Grills. Includes Interior acoustic lined "Z-Duct" with dielectric collar and sound masking device | EA | \$ 27,508.91 |
| ANCILLARY | Armag Corporation | 1 | CABINETS , CASE | 20" wide non-sparking plywood shelving (price per linear ft) | EA | \$ 44.68 |
| ANCILLARY | Armag Corporation | 1A | CABINETS , CASE | 20" wide non-sparking aluminum shelving (price per linear foot) | EA | \$ 75.19 |
| ANCILLARY | Armag Corporation | 1B | CABINETS , CASE | 26" wide heavy duty non-sparking aluminum shelving (price per linear ft) | EA | \$ 134.24 |
| ANCILLARY | Armag Corporation | 1C | CABINETS , CASE | 15" wide aluminum shelving with 1" upward lip to prevent spillage. Rear cutouts for power cord. Priced per linear foot | EA | \$ 85.95 |
| ANCILLARY | Armag Corporation | 201 | CABINETS , CASE | 4' x 10' aluminum work bench | EA | \$ 2,376.61 |
| ANCILLARY | Armag Corporation | 5030 | CABINETS , CASE | 10' x 30" aluminum work bench with shelf and isolated ground | EA | \$ 2,311.78 |
| ANCILLARY | Armag Corporation | 202 | CABINETS , CASE | 36" x 24" x 72" armory storage cabinet | EA | \$ 1,462.22 |
| ANCILLARY | Armag Corporation | 203 | CABINETS , CASE | 30" x 60" armory work bench with butcher block top | EA | \$ 932.23 |
| ANCILLARY | Armag Corporation | 204 | CABINETS , CASE | 36" x 20" x 42" ammo cabinet | EA | \$ 1,653.46 |
| ANCILLARY | Armag Corporation | 110 | CABINETS , CASE | Recessed box for IDS | EA | \$ 3,511.20 |
| ANCILLARY | Armag Corporation | 200 | CABINETS , CASE | Exterior mounted aluminum box | EA | \$ 963.80 |
| ANCILLARY | Armag Corporation | 227 | CABINETS , CASE | 30" x 60" double pedestal desk with one box and one file drawer in each pedestal | EA | \$ 780.05 |
| ANCILLARY | Armag Corporation | SC285 | CABINETS , CASE | Office Desk Chair with Arms | EA | \$ 450.02 |
| ANCILLARY | Armag Corporation | SC287 | CABINETS , CASE | 42" x 96" Conference Table | EA | \$ 1,042.55 |
| ANCILLARY | Armag Corporation | SC288 | CABINETS , CASE | 48" x 30" Workstation Table | EA | \$ 388.93 |
| ANCILLARY | Armag Corporation | 13 | ATTACHED MAGA | 18" x 18" x 18" Type 4, Class BC ATF spec attached cap box | EA | \$ 987.28 |
| ANCILLARY | Armag Corporation | 14 | ATTACHED MAGA | 24" x 24" x 24" Type 4, Class BC ATF spec attached cap box | EA | \$ 1,228.81 |
| ANCILLARY | Armag Corporation | 15 | ATTACHED MAGA | 30" x 30" x 30" Type 2, Class ABC US Government spec attached magazine | EA | \$ 3,568.31 |
| ANCILLARY | Armag Corporation | 15A | ATTACHED MAGA | 30" x 30" x 30" Type 2, Class ABC ATF spec attached magazine | EA | \$ 3,568.31 |
| ANCILLARY | Armag Corporation | 11N | WALLS | Steel divider wall (price per square foot) with lumber lining for units less than 10' wide | EA | \$ 56.90 |
| ANCILLARY | Armag Corporation | 11K | WALLS | Aluminum expanded metal divider wall (price per linear ft) for 8' width and under units | EA | \$ 213.61 |
| ANCILLARY | Armag Corporation | 16A | WALLS | Folding retaining walls for earthen covered magazine 7' high (approximate weight 3,450 lbs) | EA | \$ 7,774.20 |
| ANCILLARY | Armag Corporation | 16B | WALLS | Folding retaining walls for earthen covered magazine 8' high (approximate weight 4,050 lbs) | EA | \$ 15,755.11 |
| ANCILLARY | Armag Corporation | 16C | WALLS | Folding retaining walls for earthen covered magazine 9' high (approximate weight 4,970 lbs) | EA | \$ 14,093.35 |
| ANCILLARY | Armag Corporation | 16D | WALLS | Folding retaining walls for earthen covered magazine 10' high (approximate weight 5,700 lbs) | EA | \$ 19,017.41 |
| ANCILLARY | Armag Corporation | 70 | WALLS | Insulated 5/8" painted plywood stud wall. Studs constructed of 1/8" steel tubing (price per sq ft) | EA | \$ 27.20 |
| ANCILLARY | Armag Corporation | SC211 | WALLS | Interior Sound Group IV Divider wall with continously welded steel | EA | \$ 92.82 |
| ANCILLARY | Armag Corporation | 118 | WALLS | Nudo Wall covered Class A Textured White. Include Trim | EA | \$ 19.95 |
| ANCILLARY | Armag Corporation | 16 | OTHER | Top stack vent for earthen covered magazine (required on all earthen covered mags > 300 cubic ft) | EA | \$ 3,955.92 |
| ANCILLARY | Armag Corporation | 41 | OTHER | Set of four 10,000 lb casters with swivel base and wheel locks and mounting brackets | EA | \$ 3,216.53 |
| ANCILLARY | Armag Corporation | 42 | OTHER | Jack mount - set of four (not offered for beam-based units) | EA | \$ 721.21 |
| ANCILLARY | Armag Corporation | 222 | OTHER | 1/4" steel roof mounted sun shield (price per sq ft) | EA | \$ 32.63 |
| ANCILLARY | Armag Corporation | 223 | OTHER | 4' exterior weather shield/porch extension | EA | \$ 3,439.94 |
| ANCILLARY | Armag Corporation | 47 | OTHER | Range hood and exhaust fan and hood for parts cleaner | EA | \$ 1,541.63 |
| ANCILLARY | Armag Corporation | 5069 | OTHER | Installation of piping and two airlines to complement parts cleaner | EA | \$ 1,696.90 |
| ANCILLARY | Armag Corporation | 55 | OTHER | SW-28XE Super Sink Bioremediating Parts Washer w/2 brush work stations, light kit, parts basket, toggle switch controls, extra large sink, 300 gph pump, flow control timer, 5-gallons of SW-8 Ozzy Juice, and 1-FL - 4 OzzyMat, installed. (No range exhaust hood required, (1) electric drop required.) | EA | \$ 4,665.56 |
| ANCILLARY | Armag Corporation | 224 | OTHER | APC-100W bullet trap | EA | \$ 1,531.14 |

| | | | | | | |
|-----------|-------------------|----------|-----------------|---|----|--------------|
| | | | | <p>Installation Support</p> <p>Working supervisor to assist in offloading and assembling at destination. Continental United States only. Additional fees apply for overseas projects. Armag Technician will assist with offloading and placement of the unit(s). For double-wide units or greater, the technician will bolt the pieces together, place a bead of caulk around all seams, make internal electrical connections, and anchor the unit to the pad.</p> <p>Includes:</p> <p>Two days travel One day on-site Ten hours per day</p> <p>Does NOT Include: Grounding the Armag</p> <p>Connecting power/phone/network to the Armag Site prep</p> <p>Trash/Debris removal (where applicable)</p> | | \$ 5,774.83 |
| ANCILLARY | Armag Corporation | 26A | OTHER | | EA | |
| ANCILLARY | Armag Corporation | 26B | OTHER | <p>Installation Support – Each Additional Day</p> <p>Working supervisor - each additional day on the job.</p> | EA | \$ 826.86 |
| ANCILLARY | Armag Corporation | 5011 | OTHER | 7'4" x 6'8" single toilet restroom with sink, light, instant hot water, exhaust fan and tile floor. Customer responsible | EA | \$ 16,295.67 |
| ANCILLARY | Armag Corporation | 5011A | OTHER | Shower for restroom (8' x 5') | EA | \$ 2,932.13 |
| ANCILLARY | Armag Corporation | 121A | OTHER | 4-way forklift pockets 10" x 5" x 1/4" steel pockets | EA | \$ 6,185.74 |
| ANCILLARY | Armag Corporation | A14 | OTHER | 2-way fork truck pockets (up to 10' width) | EA | \$ 1,197.13 |
| ANCILLARY | Armag Corporation | 5047 | OTHER | Air reel with hose and low pressure nozzle | EA | \$ 2,326.40 |
| ANCILLARY | Armag Corporation | 21A | OTHER | Rubber Seal for Single Door with Panic Bar | EA | \$ 1,298.72 |
| ANCILLARY | Armag Corporation | 21B | OTHER | Rubber Seal for Double Door | EA | \$ 1,358.22 |
| ANCILLARY | Armag Corporation | 21C | OTHER | Rubber Seal for Double Door with Panic Bar | EA | \$ 2,038.45 |
| ANCILLARY | Armag Corporation | 207 | OTHER | 20" x 72" Fold-down Aluminum workbench with folding support legs at each end | EA | \$ 2,289.91 |
| ANCILLARY | Armag Corporation | CETCAN | OTHER | CETASM Canister | EA | \$ 520.37 |
| ANCILLARY | Armag Corporation | CETDUM | OTHER | CETASM Dummy Canister | EA | \$ 311.32 |
| ANCILLARY | Armag Corporation | CETTRANS | OTHER | CETASM canister truck transport box | EA | \$ 5,199.28 |
| ANCILLARY | Armag Corporation | CETRACK | OTHER | Interior mounted CETASM storage rack | EA | \$ 5,068.55 |
| ANCILLARY | Armag Corporation | TB6042 | OTHER | Tool box pumice filled container | EA | \$ 1,183.46 |
| ANCILLARY | Armag Corporation | 27 | PAINT AND COATI | Line-X protective coating priced per sq foot Add 10% to the total sq ft calculation | EA | \$ 6.30 |
| ANCILLARY | Armag Corporation | 68 | PAINT AND COATI | Change of paint color | EA | \$ 383.80 |
| ANCILLARY | Armag Corporation | 68-B | PAINT AND COATI | Zinc rich primer undercoat (price per sq ft) | EA | \$ 1.85 |



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

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 2023 John Deere 5060E utility tractor for Public Services Maintenance.

Capital equipment.

Amount of Contract:

\$33,861.47

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-----------------------------------|------------|-------------|
| 20230711 Deere Agenda Package POs | Cover Memo | 7/11/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------------------------|----------|---------------------|
| Mayors Office Montgomery, Brandi | Approved | 7/13/2023 - 2:40 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|--------------------|--------------------|--------------------|---|---------------|-------------------------------------|
| <u>7303</u> | 2023 | (F7000) MOTOR POOL | 2023 JOHN DEERE 5060E UTILITY TRACTOR FOR PUBLIC SERVICES MAINTENANCE (AL STATE CONTRACT) | \$33,861.47 | <u>(295477) DEERE & COMPANY</u> |

Adopted:

City Clerk

| | | |
|--|---|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00007303-00 FY 2023

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer:
Status: Approved | Page 1 |
|--|---|--------|

| | |
|--|--|
| Vendor
DEERE & COMPANY
2000 JOHN DEERE RUN

CARY, NC 27513

Tel#800-358-5010 OPT 2
Fax 309-749-2313 | Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

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 |
|--------------|---------------|---------------|----------|-------|------------|
| 03/20/23 | 295477 | 03/20/23 | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|-----|---|--------------|-------------|-----------|
| 001 | EDNG TRACTOR AS SPECIFIED: 2023
OR NEWER JOHN DEERE 5060E UTILITY
TRACTOR 2WD WITH ENCLOSED CAB.
AS PER QUOTE #28425500 DATED MARCH
23,2023 AS PER STATE OF ALABAMA
CONTRACT MA999200000000020 (PG 99
CG 22)
Additional Description Notes

2022 OR NEWER JOHN DEERE 504 EDGING TRACTOR. REQUESTED BVY 2086 PS
MAINTENANCE. | 1.00
EACH | 33861.47000 | 33861.47 |
| 1 | 2000.80.00.0000.0000.0000.0000.47010.
E E0014 .CAPEQUIPMT. | | | 33861.47 |

Ship To
 MOTOR POOL - ATTN: SEAN CLARK
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

| | |
|-------------------|----------|
| Requisition Total | 33861.47 |
|-------------------|----------|

| | |
|--|---|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00007303-00 FY 2023

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer:
Status: Approved |
|--|---|

Page 2

Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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 |
|-----------------|------------------|------------------|-------------|-------|------------|
| 03/20/23 | 1295477 | 03/20/23 | | | MOTOR POOL |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|------------------|
| ***** Project Ledger Summary Section ***** | | | |
| Account | | Amount | Remaining Budget |
| E E0014 .CAPEQUIPMT. | | 33861.47 | 203914.13 |

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

| | | |
|--|----------|------------------|
| Account | Amount | Remaining Budget |
| 2000.80.00.0000.0000.0000.0000.47010. | 33861.47 | |
| CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000) | | |

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

| Activity | Date | Clerk | Comment |
|-----------|----------|------------------|-------------------------------|
| Cancelled | 07/11/23 | JOHN PAINE | GL Allocation changed |
| Approved | 03/20/23 | BRENDA RHODES | |
| Approved | 03/20/23 | TIFFANY HOLLINS | Auto approved by: 910511034 |
| Approved | 03/20/23 | RELYA MALLORY | Auto approved by: 910511034 |
| Approved | 07/11/23 | BRENDA RHODES | |
| Approved | 07/11/23 | TIFFANY HOLLINS | Auto approved by: 910511034 |
| Approved | 07/11/23 | RELYA MALLORY | Auto approved by: 910511034 |
| Forward | 04/07/23 | KAREN NAMAN | Automatic Forward to 9105paij |
| Approved | 07/11/23 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 07/11/23 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 07/11/23 | JOHN PAINE | |
| Approved | 07/11/23 | MICHAEL SPAFFORD | Auto approved by: 9105paij |

Authorized By: _____ Date: _____
 Signature

[Print](#)[Close](#)

Contract Header

Contract

STATEWIDE TRACTOR MASTER AGREEMENT Amendment #1

Supplier

Deere & Company

Linked Solicitation**Type**

Master Agreement

Contract Code

200000000020-999-1

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 | |
|---|--------------------|----|
| Optional Equipment - John Deere Tractor | 2000000000-999-30 | |
| 2032R - John Deere, Compact Tractor | 200000000020-999-1 | 23 |
| 20 HP Tractor, PTO 20 HP per specification 020E01 | 200000000020-999-1 | |
| 25 HP Tractor, PTO 25 HP per specification 020E01 | 200000000020-999-2 | |
| 3032E - John Deere, Compact Utility Tractor | 200000000020-999-2 | 21 |
| 3039R - John Deere, Compact Utility Tractor | 200000000020-999-3 | 28 |
| 30 HP Tractor, PTO 30 HP per specification 020E01 | 200000000020-999-3 | |
| 35 HP Tractor, PTO 35 HP per specification 020E01 | 200000000020-999-4 | |



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mobile Communications America Inc for 6 Stalker hand-held radar guns for MPD.

General fund.

Amount of Contract:

\$17,845.86

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|---------------------------------|------------|-------------|
| 20230712 MCA Agenda Package POs | Cover Memo | 7/12/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------------------------|----------|---------------------|
| Mayors Office Montgomery, Brandi | Approved | 7/13/2023 - 2:38 PM |

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|--------------------|--------------------|---------------------------------|---|---------------|---|
| <u>10870</u> | 2023 | (1530) POLICE
ADMIN SERVICES | 6 STALKER HAND-
HELD RADAR GUNS
FOR MPD (GSA
CONTRACT) | \$17,845.86 | <u>(298602) MOBILE
COMMUNICATIONS
AMERICA INC</u> |

Adopted:

City Clerk

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00010870-00 FY 2023

Acct No:
1000.30.15.1530.1534.1530.0000.0000.44020.
Review:
Buyer: 910518227
Status: Approved | Page 1 |
|--|--|--------|

| | |
|--|---|
| Vendor
MOBILE COMMUNICATIONS AMERICA INC
130 N CHURCH ST

SPARTANBURG, SC 29306
USA
Tel#864-529-9728 | Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606 |
|--|---|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/06/23 | 298602 | | | | POLICE ADMIN SERVICES |

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

General Notes

| | | | | |
|-----|---|------|------------|----------|
| 001 | AS PER YOUR QUOTE 268004114 AND GSA CONTRACT GS-07F-148DA-MODPS0040 EXPIRES 07/31/2026
RADAR HAND HELD-STATIONARY RADAR
GUN AS SPECIFIED. | 6.00 | 2974.31000 | 17845.86 |
|-----|---|------|------------|----------|

Additional Description Notes

VENDOR TO PROVIDE STALKER DSR W/ 2 ANTENNAS CNT#GS07F148DA ITEM # 806-0022-00
 WHICH SHALL INCLUDE MFG WARRANTY 36 MONTHS GSA-WARR36 VENDOR SHALL SHIP 45 DAYS ARO GSA-DEL45

THESE WILL BE MOUNTED IN 2023 DODGE DURANGO

G3 ADVANCED POLICE TRAFFIC RADAR; COMPACT & LIGHT, KA DIRECTIONAL, DIRECTIONAL TARGET, SAME TARGET, AND SAME DIRECTION, COPS INTERFACE, INCLUDES SUCTION CUP & REAR DECK BRACKETS; ID# 77523; SKU# G3 SINGLE ANTENNA; INCLUDES: 1X - SUCTION CUP ANTENNA MOUNTSUCTION CUP BRACKET MOUNT FOR KA-BAND ANTENNA KIT TO BE AFFIXED TO THE WINDSHIELD GLASS.; SCUP BRACKET KIT INCLUDED WITH THE PURCHASE OF GENESIS G3 POLICE RADAR; 1X - REAR DECK L-BRACKET MOUNTMOUNTS KA-BAND ANTENNA TO THE DASH OR DECK (MOUNTS ON FLAT SURFACE). INCLUDES VELCRO AND THUMBSCREWS.

Vendor Item
 Inventory Item/Loc 10314

| | | |
|--|--|--------|
| Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org | Requisition 00010870-00 FY 2023

Acct No:
1000.30.15.1530.1534.1530.0000.0000.44020.
Review:
Buyer: 910518227
Status: Approved | Page 2 |
|--|--|--------|

| | |
|--|---|
| Vendor
MOBILE COMMUNICATIONS AMERICA INC
130 N CHURCH ST

SPARTANBURG, SC 29306
USA
Tel#864-529-9728 | Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606 |
|--|---|

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-----------------------|
| 06/06/23 | 298602 | | | | POLICE ADMIN SERVICES |

| LN Description / Account | Qty | Unit Price | Net Price |
|--|-----|------------|-----------|
| 1 1000.30.15.1530.1534.1530.0000.0000.44020. | | | 17845.86 |

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

[Requisition Link](#)

| | |
|-------------------|----------|
| Requisition Total | 17845.86 |
|-------------------|----------|

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

| Account | Amount | Remaining Budget |
|--|--------------------|------------------|
| 1000.30.15.1530.1534.1530.0000.0000.44020. | 17845.86 | 3096817.50 |
| SPECIAL OPERATIONS DIV EXP | OPERATING SUPPLIES | |

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

| Activity | Date | Clerk | Comment |
|-----------|----------|--------------|-----------------------------|
| Cancelled | 07/11/23 | SANDRA LEWIS | GL Allocation changed |
| Unknown | 07/12/23 | SANDRA LEWIS | |
| Approved | 07/12/23 | DONALD ROSE | Auto approved by: 910518227 |
| Approved | 07/12/23 | SANDRA LEWIS | |
| Approved | 07/12/23 | JOHN PAINE | Auto approved by: 910518227 |

| | |
|---------------------------------|--|
| ===== | ===== |
| Bill To | Requisition 00010870-00 FY 2023 |
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.30.15.1530.1534.1530.0000.0000.44020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 910518227 |
| vendorinvoices@cityofmobile.org | Status: Approved |
| | Page 3 |
| ===== | ===== |

Vendor
MOBILE COMMUNICATIONS AMERICA INC
130 N CHURCH ST

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

SPARTANBURG, SC 29306
USA
Tel#864-529-9728

MOBILE, AL 36606

Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

| | | | | | |
|----------|--------|----------|-------|-------|-----------------------|
| ----- | ----- | ----- | ----- | ----- | ----- |
| Date | Vendor | Date | Ship | | |
| Ordered | Number | Required | Via | Terms | Department |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 06/06/23 | 298602 | | | | POLICE ADMIN SERVICES |
| ----- | ----- | ----- | ----- | ----- | ----- |

| | | | | |
|----------|---------------------------|-------------------|------------|-----------|
| LN | Description / Account | Qty | Unit Price | Net Price |
| Approved | 07/12/23 MICHAEL SPAFFORD | Auto approved by: | 910518227 | |

Authorized By: _____ Date: _____
Signature



**General Services Administration
Federal Supply Service**

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to -date pricing and the option to create an electronic delivery order are available through GSA Advantage! a menu-driven database system. The Internet address for GSA Advantage! is <http://www.gsaadvantage.gov>.

SCHEDULE NUMBER: Multiple Award Schedule (MAS)

SCHEDULE NAME: Total Solutions for Law Enforcement, Security, Facility Management, Fire, Rescue, Special Purpose Clothing, Marine Craft & Emergency/Disaster Response.

CONTRACT NUMBER: GS-07F-148DA-Mod PS0040

CONTRACT PERIOD: 08/01/2016 through 07/31/2026

CONTRACTOR:

**Mobile Communication America, Inc.
(MCA)**

100 Dunbar Street, Suite 304

Spartanburg, SC 29306 Ph:

800-335-5431

Ph: 757-826-8210

Fax: 757-826-7213

POC: Larry Gately

Email: gsa@callmc.com

Website: www.callmc.com

BUSINESS SIZE: Small

**Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021**



1a. **Awarded Special Item Numbers:**

334511- Vehicle Monitor/Tracking Systems
334220 – Surveillance Systems

1b. **Lowest Priced Item each SIN:**

334511- 015-2160-00 \$ 13.82
334220– 026-0039-07 \$ 19.75

2. **Maximum Order Guideline:** SIN 334511 and 334220 - \$250,000.00 per SIN;

This maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: 1) Offer a new lower price, 2) Offer the lowest price available under the contract, or 3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order.

3. **Minimum Order Limitation:**

SIN# 334511 \$ 50.00
SIN# 334220 \$ 50.00

4. **Geographic Coverage:** Worldwide

5. **Points of Production:** Applied Concepts, Inc./Stalker Radar |
855 East Collins Boulevard
Richardson, TX.

6. **Basic Discount:** Prices shown are Government net. (Discounts already deducted).

7. **Quantity Discount:**

SIN# 334511 – 1.5% on 6+ units of the same model
SIN# 334220 – 1.0% on 6+ units of the same model

8. **Prompt Payment Terms:** Net 30

9a. **Government Purchase Cards:** are accepted at or below micro-purchase threshold.

9b. **Government Purchase Cards:** are accepted at or above micro-purchase threshold.

Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021



10. **Foreign Items:** **Model** **COO**

| | |
|-------------|----|
| 200-0950-00 | KR |
| 015-0365-01 | KR |
| 015-0365-51 | KR |
| 015-0371-02 | KR |
| 015-0371-10 | KR |
| 200-1200-00 | KR |
| 200-1200-10 | KR |
| 200-1200-20 | KR |
| 200-1200-21 | KR |
| 200-1200-40 | KR |

11.a **Delivery Time:**

SIN:

334511 **Ships 45 Days ARO, All mobile and handheld products.**

334511 **Ships 60 Days ARO, All Speed Awareness and Message centers.**
SAM Speed Awareness Trailer
SAM-R Speed Awareness Trailer
MC360 Variable Message Center Trailer

334220 **Ships 45 Days ARO, All CopTrax products.**

11b. **Expedited Delivery:** Contact Contractor for availability
and costing. Call 1-800-335-5431

11c. **Overnight/2-Day Delivery:** Contact Contractor for availability
and costing. Call 1-800-335-5431

11d. **Urgent Requirements:** Contact Contractor for availability
and costing. Call 1-800-335-5431

12. **FOB Point:** Richardson, TX. and Garland, TX

- SIN # 334511
- **Handheld radar and Lidar systems, Mobile radar systems and Accessories**
- CONUS, FOB Destination, Allowed 48 Lower Contiguous United States.
- Alaska, Hawaii and Puerto Rico, FOB Origin.
- OCONUS, shipping is FOB Origin

Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021



- Speed Awareness Trailers and fixed Monitoring systems, •
- CONUS, FOB Origin, OCONUS, FOB Origin
- SIN # 334220
- Law Enforcement Video systems,
- CONUS, FOB Destination, Allowed 48 Lower Contiguous United States.
- Alaska, Hawaii and Puerto Rico, FOB Origin.

- OCONUS, shipping is FOB Origin

13a. Ordering Address:

Mobile Communication
America, Inc. (MCA), 501
Industry Drive Hampton, VA,
23661
Ph: 800-335-5431, Ph: 757-826-8210
Fax: 757-826-7213, Email: gsa@callmc.com

- 13b. Ordering Procedures: For supplies, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage www.fss.gsa.gov/schedules.

14. Payment Address:

Mobile Communication
America, Inc PO Box
37904
Charlotte, NC. 28237-7904

15. Warranty Provisions: Standard Commercial Warranty/Varies by Product
16. Export Packing Charges if Applicable: Contact Contractor for availability and costing.
17. Terms and conditions of Government Purchase Card Acceptance:
None. Government purchase cards accepted in full.
18. Terms and conditions of Government Purchase Card Acceptance (Any Thresholds above the Micro-Purchase Level):
None. Government purchase cards accepted in full.

Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021



19. **Terms and conditions of Installations (if applicable):** See specific contract item.
20. **Terms and conditions of Repair Parts:** N/A
21. **List of Service and Distribution Points (if applicable):** Contact contractor
22. **List of participating Dealers:** N/A
23. **Preventative Maintenance:** N/A
- 24a. **Environmental attributes, E.G., recycled content, energy efficiency, and/or reduced:** Yes, see section 508 compliance.
- 24b. **Section 508 compliance for EIT:**
N/A Contact Contractor for Data as/when required.
25. **Data Universal Number System (DUNS) Number:** 080710733
26. **Notification regarding registration in (CCR) Central Contractor Registration Database:** Mobile Communications America, Inc.. is registered in the SAM (System for Award Management) database. (Formerly the CCR database)

Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021



GSA Net Pricelist

| SIN | MANUFACTURER | MFR PART # | PRODUCT NAME | QTY/UNIT | GSA Net Price |
|--------|---------------|-------------|--|----------|---------------|
| 334511 | Stalker Radar | 837-0002-00 | BT-1 System with label printer and stand | EA | \$ 2,647.15 |
| 334511 | Stalker Radar | 837-0001-00 | BT-1 Tabletop System with label printer | EA | \$ 2,363.02 |
| 334511 | Stalker Radar | 836-0018-SP | 18" Pole Mounted Speed Sign including 100W Solar Panel and Group 27 Battery B | EA | \$ 3,736.32 |
| 334511 | Stalker Radar | 836-0018-MT | 18" Pole Mounted Speed Sign on a rapidly- deployable mini trailer | EA | \$ 6,075.67 |
| 334511 | Stalker Radar | 836-0018-DB | 18" Pole Mounted Speed Sign including Quad-Bay Battery System (up to 4 Sealed | EA | \$ 3,878.39 |
| 334511 | Stalker Radar | 836-0018-00 | 18" Pole Mounted Speed Sign-AC | EA | \$ 2,552.44 |
| 334511 | Stalker Radar | 836-0015-SP | 15" Pole Mounted Speed Sign including 50W Solar Panel, SLA Battery and SLA bat | EA | \$ 3,215.42 |
| 334511 | Stalker Radar | 836-0015-MT | 15" Pole Mounted Speed Sign on a rapidly- deployable mini trailer | EA | \$ 5,483.73 |
| 334511 | Stalker Radar | 836-0015-DB | 15" Pole Mounted Speed Sign including Quad-Bay Battery System (up to 4 Sealed | EA | \$ 3,641.61 |
| 334511 | Stalker Radar | 836-0015-00 | 15" Pole Mounted Speed Sign-AC | EA | \$ 2,363.02 |
| 334511 | Stalker Radar | 836-0012-SP | 12" Pole Mounted Speed Sign including 30W Solar Panel, SLA Battery and SLA bat | EA | \$ 2,969.17 |
| 334511 | Stalker Radar | 836-0012-MT | 12" Pole Mounted Speed Sign on a rapidly- deployable mini trailer | EA | \$ 4,939.14 |
| 334511 | Stalker Radar | 836-0012-DB | 12" Pole Mounted Speed Sign including Quad-Bay Battery System (up to 4 Sealed | EA | \$ 3,452.19 |
| 334511 | Stalker Radar | 836-0012-00 | 12" Pole Mounted Speed Sign-AC | EA | \$ 2,173.60 |
| 334511 | Stalker Radar | 834-0005-00 | Traffic Data Collector with 20W Solar | EA | \$ 2,078.89 |
| 334511 | Stalker Radar | 834-0003-00 | Traffic Data Collector with 30W Solar | EA | \$ 2,197.28 |
| 334511 | Stalker Radar | 834-0001-00 | TDC - Traffic Data Collector System | EA | \$ 1,903.68 |
| 334511 | Stalker Radar | 821-1128-00 | MC360 (4'x8') Trailer ALPR-Ready Kit - NEW | EA | \$ 20,929.10 |
| 334511 | Stalker Radar | 821-1127-00 | MC360 (3'x6') Trailer ALPR-Ready Kit - NEW | EA | \$ 18,869.56 |
| 334511 | Stalker Radar | 821-1102-00 | MC360 (4'x8') w/Strobes, Solar, Tongue Jack, Wheel Lock & Stats | EA | \$ 18,867.68 |
| 334511 | Stalker Radar | 821-1101-00 | MC360 (3'x6') w/Strobes, Solar, Tongue Jack, Wheel Lock & Stats | EA | \$ 16,281.74 |
| 334511 | Stalker Radar | 821-1100-00 | MC360 w/Solar, Traffic Stats, Wheel Lock, Tongue Jack (4'x8') | EA | \$ 18,485.10 |
| 334511 | Stalker Radar | 821-1099-00 | MC360 w/Solar, Traffic Stats, Wheel Lock, Tongue Jack (3'x6') | EA | \$ 15,899.16 |
| 334511 | Stalker Radar | 821-1098-00 | MC360 Base w/Solar (3'x6') Base system w/Solar | EA | \$ 14,442.16 |
| 334511 | Stalker Radar | 821-1097-00 | MC360 Base w/Sensor (3'x6') Base system | EA | \$ 13,281.26 |
| 334511 | Stalker Radar | 821-1000-00 | SAM STATS - Top Display with Traffic Stats, Solar, Red/Blue Violator alert & Wheel | EA | \$ 8,643.30 |
| 334511 | Stalker Radar | 821-0310-00 | SAM-R w/Solar, Traffic Stats, Red/Blue Violator Lites and Wheel lock. | EA | \$ 7,509.66 |
| 334511 | Stalker Radar | 821-0309-00 | SAM Base w/Sensor & Solar | EA | \$ 7,698.60 |
| 334511 | Stalker Radar | 821-0052-00 | MC360 Base w/Solar (4'x8') Base system w/Solar | EA | \$ 17,798.90 |
| 334511 | Stalker Radar | 821-0049-00 | MC360 Base w/Sensor (4'x8') Base System | EA | \$ 16,576.90 |
| 334511 | Stalker Radar | 821-0048-00 | SAM-R Base Trailer w/Sensor | EA | \$ 5,770.66 |
| 334511 | Stalker Radar | 821-0047-00 | SAM-R Base Trailer w/Solar | EA | \$ 6,583.76 |
| 334511 | Stalker Radar | 821-0035-00 | SAM Base w/Sensor | EA | \$ 6,542.40 |
| 334220 | Stalker Radar | 820-0421-00 | Monthly CJIS Cloud Data Plan - 60GB | EA | \$ 59.20 |
| 334220 | Stalker Radar | 820-0303-00 | CopTrax Interview Rm with 70 Degree FOV-720p Camera | EA | \$ 4,588.56 |
| 334220 | Stalker Radar | 820-0302-00 | CopTrax Interview Rm w/140 Degree FOV - 1080p Camera | EA | \$ 4,588.56 |
| 334220 | Stalker Radar | 820-0216-00 | CopTrax II w/7" Monitor & 12X Zoom Camera - Standalone | EA | \$ 5,526.80 |
| 334220 | Stalker Radar | 820-0215-00 | CopTrax II w/12X Zoom Digital Camera - Standalone | EA | \$ 4,920.86 |
| 334220 | Stalker Radar | 820-0214-00 | CopTrax II with 7" Monitor, 12X Zoom Camera w/CJIS 36mo Cloud | EA | \$ 5,526.80 |
| 334220 | Stalker Radar | 820-0213-00 | CopTrax II w/7" Monitor, 12X Zoom Camera, Cust Storage | EA | \$ 5,526.80 |
| 334220 | Stalker Radar | 820-0204-00 | CopTrax II w/12X Digital Zoom Camera (36mos CJIS Cloud) | EA | \$ 4,920.86 |
| 334220 | Stalker Radar | 820-0203-00 | CopTrax II w/12X Digital Zoom Camera on Customer Storage | EA | \$ 4,920.86 |
| 334220 | Stalker Radar | 820-0116-00 | CopTrax II with 7" Monitor & Panoramic Camera - Standalone | EA | \$ 5,311.79 |
| 334220 | Stalker Radar | 820-0115-00 | CopTrax II with Panoramic Camera - Standalone | EA | \$ 4,705.84 |
| 334220 | Stalker Radar | 820-0114-00 | CopTrax II w/7" Monitor, Panoramic Camera (36mos Cloud separate) | EA | \$ 5,311.79 |
| 334220 | Stalker Radar | 820-0113-00 | CopTrax II w/7" Monitor & Panoramic Camera on Customer Server | EA | \$ 5,311.79 |
| 334220 | Stalker Radar | 820-0104-00 | CopTrax II with Panoramic Camera (36 mos CJIS Cloud separate) | EA | \$ 4,705.84 |
| 334220 | Stalker Radar | 820-0103-00 | CopTrax II with Panoramic Camera on Customer Storage | EA | \$ 4,705.84 |
| 334220 | Stalker Radar | 820-0022-00 | CJIS Cloud Storage, 36 Mos per Vehicle (\$39/Mo) | EA | \$ 1,511.35 |
| 334220 | Stalker Radar | 820-0020-00 | CJIS Cloud Storage, 12 Mos per Vehicle (\$50/Mo) | EA | \$ 646.35 |
| 334220 | Stalker Radar | 820-0019-00 | CopTrax Factory Installation Mobile | EA | \$ 323.18 |
| 334220 | Stalker Radar | 820-0012-00 | CopTrax SW License/Support 2-Yr Renewal Per Device (Yrs 2, 3) | EA | \$ 351.84 |
| 334220 | Stalker Radar | 820-0011-00 | CopTrax SW License/Support 1-Yr Renewal Per Device (Yr 2) | EA | \$ 200.35 |
| 334511 | Stalker Radar | 809-0002-00 | Patrol Mobile Radar 2 | EA | \$ 1,648.26 |
| 334511 | Stalker Radar | 809-0001-00 | Patrol Mobile Radar 1 | EA | \$ 1,231.03 |
| 334511 | Stalker Radar | 808-6127-00 | Lidar RLR Laser w/AA Battery Handle, includes Bluetooth, Data Logging & Followi | EA | \$ 2,265.00 |
| 334511 | Stalker Radar | 808-6125-00 | Lidar RLR Laser w/Bluetooth, Data Logging & Following Too Close - IP67 Spec. | EA | \$ 2,239.90 |
| 334511 | Stalker Radar | 808-5042-00 | Lidar XLR Speed Detection System | EA | \$ 2,045.74 |
| 334511 | Stalker Radar | 808-5041-00 | Lidar XLR Speed Detection System | EA | \$ 2,145.19 |
| 334511 | Stalker Radar | 808-5040-00 | Lidar XLR Speed Detection System | EA | \$ 2,145.19 |
| 334511 | Stalker Radar | 808-5025-00 | Lidar XLR Speed Detection System | EA | \$ 1,946.30 |
| 334511 | Stalker Radar | 808-4025-00 | Lidar XS Speed Detection System | EA | \$ 1,657.43 |
| 334511 | Stalker Radar | 807-0009-00 | 2X Mobile Radar w/2 Antennas Motorcycle (2015 BMW) | EA | \$ 3,399.80 |

Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021



| | | | | | | |
|--------|---------------|--------------|--|----|----|----------|
| 334511 | Stalker Radar | 807-0008-00 | 2X Mobile Radar w/2 Antennas Motorcycle (Honda ST1300) | EA | \$ | 3,399.80 |
| 334511 | Stalker Radar | 807-0006-00 | 2X Mobile Radar w/2 Antennas Motorcycle (HD) | EA | \$ | 3,399.80 |
| 334511 | Stalker Radar | 807-0004-00 | 2X Honda ST1300 Motorcycle Radar | EA | \$ | 3,399.80 |
| 334511 | Stalker Radar | 807-0003-00 | 2X Mobile Radar w/2 Antennas Motorcycle (Gen) | EA | \$ | 3,399.80 |
| 334511 | Stalker Radar | 807-0002-00 | 2X Mobile Radar w/2 Antennas w/Instant On Remote | EA | \$ | 3,147.81 |
| 334511 | Stalker Radar | 807-0001-00 | 2X Mobile Radar w/2 Antennas w/Fast Lock Remote | EA | \$ | 3,147.81 |
| 334511 | Stalker Radar | 806-0022-00 | DSR Mobile Radar 2 Antenna Car Mounted | EA | \$ | 2,974.31 |
| 334511 | Stalker Radar | 806-0021-00 | DSR Mobile Radar 1 Antenna Car Mounted | EA | \$ | 2,296.83 |
| 334511 | Stalker Radar | 806-0020-00 | DSR 2Ka Compact Display MC-2015-2017 BMW 1200RT-P | EA | \$ | 3,230.43 |
| 334511 | Stalker Radar | 806-0019-00 | DSR 2Ka Compact Display MC-Honda ST-1300 | EA | \$ | 3,230.43 |
| 334511 | Stalker Radar | 806-0018-00 | DSR 2Ka Compact Display, Harley Davidson Motorcycle Radar | EA | \$ | 3,230.43 |
| 334511 | Stalker Radar | 806-0012-00 | DSR Mobile Radar 2 Antenna Motorcycle (BMW) | EA | \$ | 3,230.43 |
| 334511 | Stalker Radar | 806-0009-00 | DSR Mobile Radar 2 Antenna Motorcycle (2015 BMW) | EA | \$ | 3,230.43 |
| 334511 | Stalker Radar | 806-0008-00 | DSR 2Ka Honda ST1300 Motorcycle Radar | EA | \$ | 3,230.43 |
| 334511 | Stalker Radar | 806-0005-00 | DSR Mobile Radar 2 Antenna Motorcycle (HD) | EA | \$ | 3,230.43 |
| 334511 | Stalker Radar | 806-0003-00 | DSR Mobile Radar 2 Antenna Motorcycle (Gen) | EA | \$ | 3,230.43 |
| 334511 | Stalker Radar | 805-0022-00 | DUAL Mobile Radar 2 Antenna Car Mounted | EA | \$ | 2,210.08 |
| 334511 | Stalker Radar | 805-0021-00 | DUAL Mobile Radar 1 Antenna Car Mounted | EA | \$ | 1,697.83 |
| 334511 | Stalker Radar | 805-0020-00 | Dual 2Ka Compact Display MC-2015-2017 BMW 1200RT-P | EA | \$ | 2,466.20 |
| 334511 | Stalker Radar | 805-0019-00 | Dual 2Ka Compact Display MC-Honda ST-1300 | EA | \$ | 2,466.20 |
| 334511 | Stalker Radar | 805-0018-00 | Dual 2Ka Compact Display, Harley Davidson Motorcycle Radar | EA | \$ | 2,466.20 |
| 334511 | Stalker Radar | 805-0013-00 | DUAL Mobile Radar 2 Antenna Motorcycle (2015 BMW) | EA | \$ | 2,466.20 |
| 334511 | Stalker Radar | 805-0012-00 | DUAL Mobile Radar 2 Antenna Motorcycle (BMW) | EA | \$ | 2,466.20 |
| 334511 | Stalker Radar | 805-0011-00 | DUAL Mobile Radar 2 Antenna Motorcycle (HD) | EA | \$ | 2,466.20 |
| 334511 | Stalker Radar | 805-0009-00 | DUAL Mobile Radar 2 Antenna Motorcycle (Gen) | EA | \$ | 2,466.20 |
| 334511 | Stalker Radar | 805-0008-00 | Dual 2Ka Honda ST1300 Motorcycle Radar | EA | \$ | 2,466.20 |
| 334511 | Stalker Radar | 805-0006-00 | DUAL Mobile Radar 1 Antenna Motorcycle (HD) | EA | \$ | 1,953.95 |
| 334511 | Stalker Radar | 805-0005-00 | DUAL Mobile Radar 1 Antenna Motorcycle (Gen) | EA | \$ | 1,953.95 |
| 334511 | Stalker Radar | 803-0009-00 | SII MDR for BMW Motorcycles | EA | \$ | 2,533.50 |
| 334511 | Stalker Radar | 803-0007-00 | SII MDR for Motorcycles (except BMW) | EA | \$ | 2,533.50 |
| 334511 | Stalker Radar | 803-0005-00 | Stalker II SDR | EA | \$ | 1,458.54 |
| 334511 | Stalker Radar | 803-0003-00 | Stalker II MDR w/Rear Antenna | EA | \$ | 3,120.71 |
| 334511 | Stalker Radar | 803-0002-00 | Stalker II MDR | EA | \$ | 2,339.35 |
| 334224 | Stalker Radar | 600-0022-03 | MC360 (4'x8') Trailer - Steel Surcharge | EA | \$ | 274.50 |
| 334223 | Stalker Radar | 600-0022-02 | MC360 (3'x6') Trailer - Steel Surcharge | EA | \$ | 228.09 |
| 334222 | Stalker Radar | 600-0022-01 | SAM Trailer - Steel Surcharge | EA | \$ | 114.54 |
| 334221 | Stalker Radar | 600-0022-00 | SAM-R Trailer - Steel Surcharge | EA | \$ | 82.94 |
| 334220 | Stalker Radar | 600-0010-01 | CopTrax OnSite Training (travel is additional cost) | EA | \$ | 1,509.97 |
| 334220 | Stalker Radar | 600-0008-02 | CopTrax Multiple Server Install/Each (Remote Install) | EA | \$ | 1,888.20 |
| 334220 | Stalker Radar | 600-0008-01 | CopTrax Single Server Install (Remote Install) | EA | \$ | 1,509.97 |
| 334220 | Stalker Radar | 600-0007-05 | CopTrax Dashbrd/Admin SW Activation | EA | \$ | 2,214.63 |
| 334220 | Stalker Radar | 600-0007-04 | CopTrax Dashbrd/Admin SW Activation | EA | \$ | 1,207.98 |
| 334220 | Stalker Radar | 600-0007-03 | CopTrax Dashbrd/Admin SW Activation | EA | \$ | 776.00 |
| 334220 | Stalker Radar | 600-0007-02 | CopTrax Dashbrd/Admin SW Activation | EA | \$ | 503.32 |
| 334220 | Stalker Radar | 600-0007-01 | CopTrax Dashbrd/Admin SW Activation | EA | \$ | 352.82 |
| 334511 | Stalker Radar | 200-1397-01 | Kit alone (strap, cable, and connector) - Required | EA | \$ | 59.24 |
| 334511 | Stalker Radar | 200-1397-00 | Sealed Lead Acid (SLA) battery (22Ah) with kit (strap, cable, and connector) | EA | \$ | 227.10 |
| 334511 | Stalker Radar | 200-1379-00 | 2020-2021 Ford Interceptor SUV - FrontAntenna/Display/CU Mount | EA | \$ | 83.09 |
| 334511 | Stalker Radar | 200-1378-00 | 2020-2021 Ford Interceptor SUV - RearAntenna Mount | EA | \$ | 103.68 |
| 334511 | Stalker Radar | 200-1377-00 | 2019-2021 Dodge Durango - FrontAntenna/Display/CU Mount | EA | \$ | 160.95 |
| 334511 | Stalker Radar | 200-1369-20 | 18" PMG "YOUR SPEED" Bezel | EA | \$ | 246.85 |
| 334511 | Stalker Radar | 200-1369-10* | 15" PMG "YOUR SPEED" Bezel | EA | \$ | 197.48 |
| 334511 | Stalker Radar | 200-1369-00 | 12" PMG "YOUR SPEED" Bezel | EA | \$ | 182.67 |
| 334511 | Stalker Radar | 200-1342-00 | 2019 - 2020 Ford F-150 Responder - Rear Antenna Mount | EA | \$ | 73.07 |
| 334511 | Stalker Radar | 200-1341-00 | 2019 - 2020 Ford F-150 Responder - Front Antenna/Display/CU Mount | EA | \$ | 109.60 |
| 334511 | Stalker Radar | 200-1340-13 | 18" PMG Amber Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1340-12 | 18" PMG White Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1340-10 | 18" PMG Red/Blue Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1339-13 | 15" PMG Amber Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1339-12 | 15" PMG White Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1339-10 | 15" PMG Red/Blue Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1338-13 | 12" PMG Amber Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1338-12 | 12" PMG white Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1338-10 | 12" PMG Red/Blue Alert Strobes | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-1331-00 | PMG Trailer Hitch, 2" receiver | EA | \$ | 295.23 |
| 334511 | Stalker Radar | 200-1321-00 | 2019-2021 Dodge Durango - Rear Antenna Mount | EA | \$ | 106.15 |
| 334511 | Stalker Radar | 200-1317-01 | PMG Lead Acid Battery, Box, and Mount | EA | \$ | 345.59 |
| 334511 | Stalker Radar | 200-1317-00 | PMG Battery Box and mounts for Sealed Lead Acid Battery | EA | \$ | 172.80 |
| 334511 | Stalker Radar | 200-1298-05 | 15" PMG Conn Panel, Dual USB w/GPIO | EA | \$ | 390.03 |
| 334511 | Stalker Radar | 200-1298-04 | 15" PMG Conn Panel, USB-Com, Ethernet, GPIO | EA | \$ | 789.92 |
| 334511 | Stalker Radar | 200-1298-03 | 15" PMG Conn Panel, I/O | EA | \$ | 271.54 |
| 334511 | Stalker Radar | 200-1297-05 | 18" PMG Conn Panel, Dual USB with GPIO | EA | \$ | 390.03 |
| 334511 | Stalker Radar | 200-1297-04 | 18" PMG Conn Panel, USB-Com, Ethernet, GPIO | EA | \$ | 789.92 |

Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021



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|--------|---------------|--------------|---|----|----|--------|
| 334511 | Stalker Radar | 200-1297-03 | 18" PMG Conn Panel, I/O | EA | \$ | 286.35 |
| 334511 | Stalker Radar | 200-1285-76 | 15" PMG Mount - Pole Side Only | EA | \$ | 93.80 |
| 334511 | Stalker Radar | 200-1285-51 | 15" PMG with Simulated Flash | EA | \$ | 320.91 |
| 334511 | Stalker Radar | 200-1285-11 | 15" PMG Bezel, Black - Must be selected at time of order | EA | | |
| 334511 | Stalker Radar | 200-1283-76 | 18" PMG Mount - Pole Side Only | EA | \$ | 93.80 |
| 334511 | Stalker Radar | 200-1283-51 | 18" PMG Speed Sign, Simulated Flash | EA | \$ | 246.85 |
| 334511 | Stalker Radar | 200-1283-11 | 18" PMG Bezel, Black - Must be selected at time of order | EA | | |
| 334511 | Stalker Radar | 200-1270-05 | 12" PMG Conn Panel, Dual USB with GPIO | EA | \$ | 345.59 |
| 334511 | Stalker Radar | 200-1270-04 | 12" PMG Ethernet and I/O Port | EA | \$ | 789.92 |
| 334511 | Stalker Radar | 200-1270-03 | PMG RS-232/CAN Bus Communications Option | EA | \$ | 271.54 |
| 334220 | Stalker Radar | 200-1269-00 | CopTrax Evidence Viewer PC Application | EA | \$ | 41.47 |
| 334511 | Stalker Radar | 200-1206-76 | 12" PMG Mount - Pole Side Only | EA | \$ | 93.80 |
| 334511 | Stalker Radar | 200-1206-74 | Short YOUR SPEED Sign Kit, Bottom Mount | EA | \$ | 187.61 |
| 334511 | Stalker Radar | 200-1206-73 | Short YOUR SPEED Sign Kit, Top Mount | EA | \$ | 187.61 |
| 334511 | Stalker Radar | 200-1206-69 | PMG GPIO Connector Wiring Kit | EA | \$ | 34.56 |
| 334511 | Stalker Radar | 200-1206-51 | Simulated Camera Flash Option, 12" | EA | \$ | 251.79 |
| 334511 | Stalker Radar | 200-1206-11 | 12" PMG Bezel, Black - Must be selected at time of order | EA | | |
| 334220 | Stalker Radar | 200-1205-41* | CopTrax II Front Camera, 70 degrees, HD USB 4' | EA | \$ | 356.45 |
| 334220 | Stalker Radar | 200-1205-03 | Glass Mounting Kit for Front Camera | EA | \$ | 78.99 |
| 334220 | Stalker Radar | 200-1205-02* | Visor Mounting Kit for Front Camera | EA | \$ | 78.99 |
| 334220 | Stalker Radar | 200-1205-01* | CopTrax II Front Camera, 70 degrees, HD USB, 10' | EA | \$ | 356.45 |
| 334220 | Stalker Radar | 200-1200-40 | Wireless Mic Desktop Charger for 200-1200-10 | EA | \$ | 99.73 |
| 334220 | Stalker Radar | 200-1200-21 | CopTrax Microphone Kit w/RJ-45 Cable, 20' | EA | \$ | 208.34 |
| 334220 | Stalker Radar | 200-1200-20 | CopTrax 2GHz Wireless Docking Station | EA | \$ | 259.69 |
| 334220 | Stalker Radar | 200-1200-10 | CopTrax 2 GHz Wireless Microphone Transmitter | EA | \$ | 280.42 |
| 334220 | Stalker Radar | 200-1200-00 | CopTrax 2.4 GHz Mic/Car Charging Cradle, 10' cable | EA | \$ | 177.73 |
| 334220 | Stalker Radar | 200-1186-01* | Visor Mount Kit for 7" Monitor, CopTrax | EA | \$ | 143.17 |
| 334220 | Stalker Radar | 200-1186-00 | Console RAM Mount for 7" Monitor, CopTrax II | EA | \$ | 122.44 |
| 334511 | Stalker Radar | 200-1173-00 | Traffic Analyst App, Thumb Drive, Manual | EA | \$ | 507.53 |
| 334220 | Stalker Radar | 200-1157-01 | CopTrax II BWC Vehicle Mounting Kit, Model S | EA | \$ | 132.31 |
| 334220 | Stalker Radar | 200-1156-00 | Visor Mount, SX Digital Zoom Front Camera | EA | \$ | 66.16 |
| 334511 | Stalker Radar | 200-1146-00 | 2015 Charger Pillar Mount - 2X, DSR and DUAL | EA | \$ | 109.60 |
| 334511 | Stalker Radar | 200-1145-01 | 2015-16 Charger dash clamp mount - Patrol | EA | \$ | 83.09 |
| 334511 | Stalker Radar | 200-1145-00 | 2015 Charger Clamp Mount - 2X, DSR and DUAL | EA | \$ | 76.57 |
| 334220 | Stalker Radar | 200-1144-00 | CopTrax II Wiring Kit, 6' Trigger Cable | EA | \$ | 100.72 |
| 334511 | Stalker Radar | 200-1123-00 | TDC Loaded 8GB USB Thumb Drive | EA | \$ | 74.06 |
| 334511 | Stalker Radar | 200-1110-00 | TDC Accessory Kit | EA | \$ | 104.66 |
| 334511 | Stalker Radar | 200-1109-00 | Pole Mounting Bracket Kit | EA | \$ | 120.46 |
| 334511 | Stalker Radar | 200-1089-00 | 2015 Tahoe Display Mount - 2X, DSR and DUAL, Patrol | EA | \$ | 44.43 |
| 334511 | Stalker Radar | 200-1088-01 | 2015 Tahoe antenna dash mount - Patrol | EA | \$ | 56.28 |
| 334511 | Stalker Radar | 200-1088-00 | 2015 Tahoe Front Antenna Mount - 2X, DSR and DUAL | EA | \$ | 56.28 |
| 334511 | Stalker Radar | 200-1087-01 | 2015 FI Sedan antenna mount - Patrol | EA | \$ | 73.07 |
| 334511 | Stalker Radar | 200-1085-01 | 2015 FI Sedan rear ant. mount - Patrol | EA | \$ | 44.43 |
| 334511 | Stalker Radar | 200-1065-00 | 2015 FI SUV/Sedan Counting Unit Mt. - 2X, DSR and DUAL Patrol | EA | \$ | 49.32 |
| 334511 | Stalker Radar | 200-1064-01 | 2014 - 2019 Ford Interceptor SUV - Rear Antenna Mount | EA | \$ | 63.44 |
| 334511 | Stalker Radar | 200-1063-00 | 2014/15 FI SUV Display Mt. - 2X, DSR and DUAL | EA | \$ | 56.28 |
| 334511 | Stalker Radar | 200-1062-01 | 2014 - 2019 Patrol - Ford Interceptor SUV - Front Antenna Mount | EA | \$ | 93.31 |
| 334511 | Stalker Radar | 200-1046-00 | Metal Tamper proof box (battery box) | EA | \$ | 444.33 |
| 334511 | Stalker Radar | 200-0986-00 | Dual Pivot Arm Antenna Mount - 2X, DSR and DUAL | EA | \$ | 55.29 |
| 334511 | Stalker Radar | 200-0924-00 | Stalker II Motorcycle Holster with Lock | EA | \$ | 166.87 |
| 334511 | Stalker Radar | 200-0912-05 | Lidar RLR Holster, BMW Left Mount | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0912-04 | Lidar RLR Holster, BMW Right Mount | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0912-03 | Lidar RLR Holster, Honda | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0912-02 | Lidar RLR Holster, Harley Davidson | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0911-05 | Lidar X-Series Holster, BMW Left Mount | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0911-04 | Lidar X-Series Holster, BMW Right Mount | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0911-03 | Lidar X-Series Holster, Honda | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0911-02 | Lidar X-Series Holster, Harley Davidson | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0911-01 | Lidar X-Series Holster, Rear Holster Kit | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0911-00 | Lidar X-Series Holster, Holster Kit | EA | \$ | 260.68 |
| 334511 | Stalker Radar | 200-0905-00 | X-Series Shoulder Stock | EA | \$ | 71.09 |
| 334511 | Stalker Radar | 200-0903-18 | X-Series Holster, BMW Left | EA | \$ | 219.20 |
| 334511 | Stalker Radar | 200-0903-08 | X-Series Holster, BMW | EA | \$ | 219.20 |
| 334511 | Stalker Radar | 200-0903-07 | X-Series Holster, Honda | EA | \$ | 219.20 |
| 334511 | Stalker Radar | 200-0903-06 | X-Series Holster, Harley | EA | \$ | 219.20 |
| 334511 | Stalker Radar | 200-0899-00 | In-line battery Charger DC power | EA | \$ | 71.09 |
| 334511 | Stalker Radar | 200-0898-00 | In-line battery Charger AC power | EA | \$ | 103.68 |
| 334511 | Stalker Radar | 200-0888-00 | Combo Suction Cup Mount - 2X, DSR and DUAL | EA | \$ | 109.60 |
| 334511 | Stalker Radar | 200-0887-00 | Counting Unit Glass Mount - 2X, DSR, DUAL and Patrol | EA | \$ | 77.02 |
| 334511 | Stalker Radar | 200-0886-00 | Suction Cup Antenna Mount - 2X, DSR and DUAL | EA | \$ | 77.02 |
| 334511 | Stalker Radar | 200-0845-00 | In-Line Power and Charger Cable | EA | \$ | 71.09 |
| 334511 | Stalker Radar | 200-0843-00 | Li-Ion Quick Charger Base | EA | \$ | 123.43 |
| 334511 | Stalker Radar | 200-0839-00 | X-Series Battery Charger | EA | \$ | 117.50 |

Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021



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|--------|---------------|-------------|---|----|----|----------|
| 334511 | Stalker Radar | 200-0743-00 | Universal Dash Mount (Crown Vic) - 2X, DSR, DUAL and Patrol | EA | \$ | 110.59 |
| 334511 | Stalker Radar | 200-0740-10 | Rear Antenna Child Safety Mount | EA | \$ | 110.59 |
| 334511 | Stalker Radar | 200-0701-00 | Long Dash Mount | EA | \$ | 145.15 |
| 334511 | Stalker Radar | 200-0694-01 | Stalker II Mount with 4" Riser | EA | \$ | 164.90 |
| 334511 | Stalker Radar | 200-0694-00 | Stalker II Motorcycle Mount | EA | \$ | 164.90 |
| 334511 | Stalker Radar | 200-0685-00 | Stalker II Motorcycle Holster | EA | \$ | 131.32 |
| 334511 | Stalker Radar | 200-0504-00 | Side Window Antenna Mount (Holds 2 Antennas) | EA | \$ | 110.59 |
| 334511 | Stalker Radar | 200-0502-00 | Antenna Glass Mount - 2X, DSR, DUAL and Patrol | EA | \$ | 91.83 |
| 334511 | Stalker Radar | 200-0415-00 | Spotlight Mount (C/U and Ant) - 2X, DSR and DUAL | EA | \$ | 115.53 |
| 334511 | Stalker Radar | 200-0246-06 | 6" Headliner Antenna Mount | EA | \$ | 77.02 |
| 334511 | Stalker Radar | 200-0246-04 | 4" Headliner Antenna Mount | EA | \$ | 77.02 |
| 334511 | Stalker Radar | 200-0242-00 | Combination Dash Mount - 2X, DSR, DUAL and Patrol | EA | \$ | 56.28 |
| 334511 | Stalker Radar | 155-2512-14 | PMG Cig Plug Cable, 14 feet | EA | \$ | 44.43 |
| 334220 | Stalker Radar | 155-2433-00 | CopTrax II Wireless Microphone Cable | EA | \$ | 96.77 |
| 334220 | Stalker Radar | 155-2430-20 | CopTrax II Radar Interface Cable, 20' | EA | \$ | 96.77 |
| 334220 | Stalker Radar | 155-2430-15 | CopTrax II Radar Interface Cable, 15' | EA | \$ | 91.83 |
| 334511 | Stalker Radar | 155-2232-01 | SII Cig Plug Power Cable w/Serial -Stalker II MDR | EA | \$ | 56.28 |
| 334511 | Stalker Radar | 063-0030-12 | 18" PMG 1-Year Extended Warranty, Year 3 | EA | \$ | 740.55 |
| 334511 | Stalker Radar | 063-0029-12 | 15" PMG 1-Year Extended Warranty, Year 3 | EA | \$ | 543.07 |
| 334511 | Stalker Radar | 063-0028-12 | 12" PMG 1-Year Extended Warranty, Year 3 | EA | \$ | 459.14 |
| 334220 | Stalker Radar | 063-0027-36 | Redaction SW, Two Seats, 36 mos. License - requires CopTrax Dashboard | EA | \$ | 5,791.13 |
| 334220 | Stalker Radar | 063-0027-12 | Redaction SW, Two Seats, 12 mos. License - requires CopTrax Dashboard | EA | \$ | 2,029.12 |
| 334220 | Stalker Radar | 063-0021-36 | CopTrax II ICV Hardware Extended Warranty-Year 5 | EA | \$ | 557.88 |
| 334220 | Stalker Radar | 063-0021-24 | CopTrax II ICV Hardware Extended Warranty-Year 4 | EA | \$ | 449.27 |
| 334220 | Stalker Radar | 063-0021-12 | CopTrax II ICV Hardware Extended Warranty-Year 3 | EA | \$ | 305.11 |
| 334220 | Stalker Radar | 063-0017-24 | Interview Room SW License/Support 2 years | EA | \$ | 351.84 |
| 334220 | Stalker Radar | 063-0017-12 | Interview Room SW License/Support 1 year | EA | \$ | 200.35 |
| 334511 | Stalker Radar | 063-0009-24 | X-Series Extended Warranty - Year 3 | EA | \$ | 271.54 |
| 334511 | Stalker Radar | 063-0003-03 | 3rd Year Extended Warranty SDR | EA | \$ | 360.40 |
| 334511 | Stalker Radar | 063-0003-02 | 2nd Year Extended Warranty SDR | EA | \$ | 271.54 |
| 334511 | Stalker Radar | 063-0003-01 | 1st Year Extended Warranty SDR | EA | \$ | 182.67 |
| 334511 | Stalker Radar | 063-0002-03 | 3rd Year Extended Warranty MDR | EA | \$ | 469.02 |
| 334511 | Stalker Radar | 063-0002-02 | 2nd Year Extended Warranty MDR | EA | \$ | 345.59 |
| 334511 | Stalker Radar | 063-0002-01 | 1st Year Extended Warranty MDR | EA | \$ | 232.04 |
| 334511 | Stalker Radar | 062-0126-01 | PMG Text and Graphics Option | EA | \$ | 345.59 |
| 334511 | Stalker Radar | 035-0372-02 | Hard Carrying Case - Lidar | EA | \$ | 92.82 |
| 334511 | Stalker Radar | 035-0372-00 | Carrying Case - 2X, DSR and DUAL | EA | \$ | 98.74 |
| 334220 | Stalker Radar | 026-0084-16 | USB 2.0 M-F Active Ext Cable, 16' | EA | \$ | 28.63 |
| 334220 | Stalker Radar | 026-0083-12 | SMA Male-Female Antenna Extension Cable, 12' | EA | \$ | 19.75 |
| 334220 | Stalker Radar | 026-0039-15 | Ethernet Cable, 15 feet Black | EA | \$ | 19.75 |
| 334220 | Stalker Radar | 026-0039-07 | Ethernet Network Cable, 7 feet | EA | \$ | 19.75 |
| 334511 | Stalker Radar | 015-5779-00 | MC360 Solar Panel*(Factory Installed) | EA | \$ | 1,219.45 |
| 334511 | Stalker Radar | 015-5607-00 | SAM/SAM-R One year Extended Warranty(When Purchased) | EA | \$ | 305.11 |
| 334511 | Stalker Radar | 015-5603-00 | SAM/MC360 Wheel Lock | EA | \$ | 229.08 |
| 334511 | Stalker Radar | 015-5576-00 | SAM and SAM-R Spare Tire*(Factory Installed) | EA | \$ | 253.76 |
| 334511 | Stalker Radar | 015-4128-36 | LX60 Modem Kit with Antenna, MC360 Trailer | EA | \$ | 1,243.14 |
| 334511 | Stalker Radar | 015-4122-64 | Annual Web Svc-Stats Download & Edit Messages-NEW | EA | \$ | 975.00 |
| 334511 | Stalker Radar | 015-4101-94 | Character Board, MC360 (4'x8') Trailer | EA | \$ | 419.65 |
| 334511 | Stalker Radar | 015-4018-70 | Character Board, MC360 (3'x6') Trailer | EA | \$ | 548.01 |
| 334511 | Stalker Radar | 015-2703-29 | SAM 4D Deep Cycle Battery*(Factory Installed) | EA | \$ | 376.20 |
| 334511 | Stalker Radar | 015-2662-17 | Annual Web Access Service - 1 access/hour-NEW | EA | \$ | 360.00 |
| 334511 | Stalker Radar | 015-2662-16 | Annual Web Access Service - Unlimited Polling-NEW | EA | \$ | 772.00 |
| 334511 | Stalker Radar | 015-2647-32 | SAM/SAM-R Amber LED Light Bar (Requires 2)*(Factory Installed) | EA | \$ | 138.24 |
| 334511 | Stalker Radar | 015-2533-83 | SAM Trailer Zinc Plate | EA | \$ | 507.53 |
| 334511 | Stalker Radar | 015-2533-82 | MC360 Zinc Plating | EA | \$ | 727.72 |
| 334511 | Stalker Radar | 015-2354-40 | SAM/SAM-R Blue LED Light Bar (Requires 2)*(Factory Installed) | EA | \$ | 138.24 |
| 334511 | Stalker Radar | 015-2328-64 | Electric Lift for MC360*(Factory Installed) | EA | \$ | 269.56 |
| 334511 | Stalker Radar | 015-2328-63 | Spare Tire | EA | \$ | 253.76 |
| 334511 | Stalker Radar | 015-2328-62 | SAM/SAM-R Red LED Light Bar (Requires 2)*(Factory Installed) | EA | \$ | 138.24 |
| 334511 | Stalker Radar | 015-2328-61 | SAM/SAM-R White LED Light Bar (Requires 2)*(Factory Installed) | EA | \$ | 138.24 |
| 334511 | Stalker Radar | 015-2160-00 | SAM/SAM-R Replacement Keys | EA | \$ | 13.82 |
| 334511 | Stalker Radar | 015-1819-00 | SAM, SAM-R, MC360 Tongue Wheel Jack*(Factory Installed) | EA | \$ | 100.72 |
| 334511 | Stalker Radar | 015-1436-00 | SAM, SAM-R, MC360 Tongue Coupler Lock*(Factory installed) | EA | \$ | 107.63 |
| 334220 | Stalker Radar | 015-0425-00 | Dome Antenna, WiFi and GPS, Surface Mount | EA | \$ | 202.42 |
| 334220 | Stalker Radar | 015-0371-10 | Trinus Antenna Receiver, 10 feet | EA | \$ | 113.55 |
| 334220 | Stalker Radar | 015-0371-02 | Wireless Mic Leather Pouch | EA | \$ | 37.52 |
| 334220 | Stalker Radar | 015-0365-51 | CopTrax II Rear Window Camera, no IR | EA | \$ | 269.56 |
| 334220 | Stalker Radar | 015-0365-01 | CopTrax II - Rear Seat IR Camera | EA | \$ | 269.56 |
| 334511 | Stalker Radar | 015-0276-50 | Mini-Trailer, Second Battery Option | EA | \$ | 172.80 |
| 334511 | Stalker Radar | 015-0276-02 | Adjustable Speed Sign | EA | \$ | 291.28 |
| 334511 | Stalker Radar | 015-0276-01 | Mini-Trailer Speed Sign Support | EA | \$ | 88.87 |

Mobile Communication America, Inc. (MCA)
Federal Supply Schedule: GS-07F-148DA 07-31-2026
GSA Net Pricelist effective 10-XX-2021



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Relya Mallory McMillian
Capital Projects Administration

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To transfer \$382,291.58 from General Fund (Fund 1000) to Convention Center Fund (6080) and increase the total budget to \$3,632,291.58. This amount is due to Mobile Convention and Visitors Corporation for the FY2023 year based on FY2022 Lodging Receipts. The previous amount approved for this allocation was \$3,250,000. (See attached).

Funding Source

Project #

Discretionary Funds

Project String 1000

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|---------------------------------|------------|-------------|
| 2023 MTID additional allocation | Cover Memo | 7/6/2023 |
| 2023 MTID Backup | Cover Memo | 7/6/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|----------------|----------|---------------------|
| Capital | Rhodes, Brenda | Approved | 7/6/2023 - 12:10 PM |
| Budget | Sapp, Celia | Approved | 7/6/2023 - 2:50 PM |
| Legal | Kern, Chris | Approved | 7/6/2023 - 3:51 PM |

| | | | |
|---------------|--------------------|----------|--------------------|
| Legal | Kern, Chris | Approved | 7/6/2023 - 3:51 PM |
| Mayors Office | Montgomery, Brandi | Approved | 7/6/2023 - 5:07 PM |

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, Sections 50-65 et seq of the City Code of the City of Mobile (“City”) establishes the Mobile Tourism Improvement District as authorized by the Alabama Code Section 11-54B-44(2); and

WHEREAS, pursuant to Section 50-70, the City entered a Baseline Services Agreement with the Mobile Convention and Visitors Corporation (“MCVC”) and the Mobile Area Lodging Corporation (the “Corporation”) under which the City pays an annual Special Assessment to the Corporation in the amount of \$2,650,000.00 or 33.5% of the lodging tax for the prior fiscal year (at the City lodging tax rate of 8%), whichever is greater; and

WHEREAS, for FY2023 the City budgeted \$3,250,000 in the Convention Center Fund #60806080-42080 to pay the Special Assessment; and

WHEREAS, for FY2023 the Special Assessment is \$3,632,291.58, which exceeds the amount budgeted by \$382,291.58.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$382,291.58 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from unassigned fund balance in the General Fund (Fund 1000) to the Convention Center Funds (Fund 6080); and account #6080.6080.42080 Convention

Center.Contributed Contracted Service is hereby amended to increase said line item by the amount of \$382,291.58 in order to pay the Special Assessment to the Corporation as required by the Baseline Services Agreement.

ADOPTED:

CITY CLERK

The baseline level of funding for tourism promotion services provided by the City shall be a minimum of \$2,650,000 for fiscal year ending September 30, 2020. For each of the MTID's **subsequent** fiscal years following the fiscal year 2019/2020, the baseline level of funding provided by the City shall be the greater of \$2,650,000 or 33.5% of the lodging tax receipts **received in the previous** fiscal year, at the City Lodging Tax Rate of 8%.

| YEAR | BASELINE | PREVIOUS
FISCAL
YEAR | LODGING RECTS | 33.5% OF
LODGING
RECTS PRIOR
YEAR | THE GREATER
OF BASELINE
OR PERCENTAGE |
|---------------|--------------|----------------------------|---------------|--|---|
| FY2020 | 2,650,000.00 | | | | 2,650,000.00 |
| FY2021 | 2,650,000.00 | FY2020 | 7,266,463.98 | 2,434,265.43 | 2,650,000.00 |
| FY2022 | 2,650,000.00 | FY2021 | 9,413,565.53 | 3,153,544.45 | 3,153,544.45 |
| FY2023 | 2,650,000.00 | FY2022 | 10,842,661.41 | 3,632,291.57 | 3,632,291.57 |



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer \$2,000,000 from Unassigned Cash in the General Fund (1000) to (2) PayGo Capital Projects (C0800 and C0802) in the Capital Improvements Fund (2000). See attached

Funding Source

Project #

Project String 2000.2000

Discretionary Funds

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|--|------------|-------------|
| Unassigned Fund Balance Transfer-PayGo | Cover Memo | 7/13/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|----------------|----------|----------------------|
| Capital | Rhodes, Brenda | Approved | 7/13/2023 - 11:27 AM |
| Budget | Sapp, Celia | Approved | 7/13/2023 - 11:41 AM |
| Legal | Kern, Chris | Approved | 7/13/2023 - 12:52 PM |
| Legal | Kern, Chris | Approved | 7/13/2023 - 12:53 PM |
| Mayors | | | 7/13/2023 - 2:52 |

Office

Montgomery, Brandi

Approved

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 \$2,000,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to the following Capital Projects in the Capital Improvements Fund (Fund 2000).

| | | |
|-------|-----------------------------|-------------|
| C0800 | 2022 PayGo (CoMD1& CW) D1-7 | \$1,000,000 |
| C0802 | 2022 PayGo (CoMD3) CD 4 | \$1,000,000 |

ADOPTED:

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Cassie Boatwright, Director of Real Estate Asset Management

Sponsored by:

Mayor Stimpson & Councilmember Carroll

Purpose and Scope of Project:

To reallocate funds from C0525 Cruise Terminal Gangway Improvements to C0762 Cruise Terminal Cathodic Protection in the Capital Improvement Fund (2000).

Amount of Contract:

600,000.00

Funding Source

Project #

Project String from 20002000-48040 CO525 to
20002000-48040 CO762

Discretionary Funds

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|---|------------|-------------|
| REALLOCATION OF FUNDS FOR CRUISE TERMINAL | Cover Memo | 4/25/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---------------------------|--------------------|----------|----------------------|
| Architectural Engineering | Boatwright, Cassie | Approved | 7/13/2023 - 12:33 PM |
| Capital | Rhodes, Brenda | Approved | 7/13/2023 - 12:43 PM |
| Legal | Kern, Chris | Approved | 7/13/2023 - 12:54 PM |
| Mayors | Montgomery, Brandi | Approved | 7/13/2023 - 2:53 |

Office

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 sum of \$600,000.00 be reallocated from C0525 Cruise Terminal Gangway Improvements, in the Capital Improvement Fund (2000) to C0762 Cruise Terminal Cathodic Protection in the Capital Improvement Fund (2000) to fund the shortfall of the bid amount.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds, Joel Daves, District 6 and Gina Gregory.

Purpose and Scope of Project:

Approve contract with Thompson Engineering, Inc. for Engineering Services.

Amount of Contract:

\$289,990.00

Funding Source

Project # C0119

Discretionary Funds

Project String 2000200048020

Contract Number:4537

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------------|------------|-------------|
| Bridge Inspection | Cover Memo | 7/10/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---------------|--------------------|----------|---------------------|
| Engineering | Amberger, Nick | Approved | 7/10/2023 - 5:42 PM |
| Capital | Rhodes, Brenda | Approved | 7/11/2023 - 8:50 AM |
| Legal | Kern, Chris | Approved | 7/11/2023 - 5:30 PM |
| Mayors Office | Montgomery, Brandi | Approved | 7/13/2023 - 2:53 PM |

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: City Wide Bridge Inspection (2024 Cycle) COM Project: 2023-3005-16

PROJECT #: C0119 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$289,990.00

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 7/10/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds,
Joel Daves, District 6, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and
between the City of Mobile and the company listed below, for work as outlined in the
contract attached hereto and made a part hereof as 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: City Wide Bridge Inspection (2024 Cycle)
COM Project No. 2023-3005-16

Estimated Cost: \$289,990.00

Adopted:

City Clerk



CONTRACT

This CONTRACT 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.** of Mobile, Alabama (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.

ENGINEER - The engineering company assigned to perform bridge inspection services for this project. The engineering company so assigned to this project is **Thompson Engineering, Inc.** of Mobile, Alabama.

PROJECT - CITY WIDE BRIDGE INSPECTION (2024 CYCLE). CITY PROJECT NO. 2023-3005-16. See Attachment "A" for a list of structures.

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer for BRIDGE INSPECTION services as set out in Section II.

STANDARD SPECIFICATIONS - State of Alabama Department of Transportation Bridge Inspection Manual, latest edition, on file in the office of the City Engineer.

II. The CITY hereby employs the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth in connection with bridge inspections and the completion of bridge inspection reports.

A. Bridge inspection services to be performed include:

1. Routine inspection of approximately 128 CITY-owned structures (44 bridges and 84 culverts). See Attachment "A" for a list of structures.
2. Underwater inspection of up to ten (10) bridge structures: See Attachment "B" for a list of structures.
3. Interim inspections of up to nine (9) structures: See Attachment "C" for a list of currently identified structures and frequency.
4. Inspections utilizing a snooper or lift truck of twelve (12) bridges. See Attachment "D" for a list of currently identified of structures.
5. Additional interim inspections, if required, based on the routine bridge inspection structure ratings or load rating posting requirements. A maximum of 4 interim inspections in addition to those enumerated above shall be included in this contract.
6. Inspection of four (4) pedestrian bridges: University Hospital Drive at Three Mile Creek; the wooden pedestrian bridge crossing Langan Park Lake; concrete and steel pedestrian bridge on walking path along Montlimar Canal; and the pedestrian bridge crossing Water Street at the Convention Center.
7. Inspection of two (2) dam and spillway locations at Langan Park.

The ENGINEER agrees to furnish and perform all work necessary for the performance, in proper sequence, of the items of work as hereinafter set forth.

- B. Research and review previous bridge inspection reports. Identify any critical bridge deficiencies. Schedule bridge inspections accordingly.
- C. Conduct bridge inspections in compliance with the National Bridge Inspection Standards (NBIS) and the Alabama Department of Transportation (ALDOT) Bridge Inspection Manual. Bridge inspections shall be supervised by a Certified Bridge Inspector (C.B.I.). **Data will be collected and compiled for input into the ALDOT BrM System Element Level Inspection system format.**
- D. Prepare written bridge reports, including but not limited to the following Alabama Department of Transportation's Structure Inventory and Appraisal (SIA) forms:
 - 1. Cover Sheet with report contents, bridge identification information (BIN, location, name, etc.), inspection date, and inspector's signature and seal
 - 2. Bridge Inspection Condition Report (Form BI-5)
 - 3. Bridge Maintenance Estimate (Form BI-9)
 - 4. General Narrative Form (Form BI-13)
 - 5. Structural Inventory and Appraisal Sheets (Form BI-6)
 - 6. Streambed Cross Sections (Form BI-4)
 - 7. Load Rating, if required (Form BI-14)
 - 8. Inventory Photographs (Digital and Hard Copy)
 - 9. Element Inspection drawings detailing inspection findings.
 - 10. Completed Excel spreadsheets showing Element quantities in each condition state on forms provided by the City.
 - 11. Photos to be included on interim inspections to provide proof that posting signs are in place.
 - 12. Binder clips to be used for binding of reports. No staples should be used.

13. Update bridge inspection report forms from the previous inspection cycle. Complete fields left blank or incomplete on previous reports.

- E. As directed by the city, review and correct ALDOT BrM Structure Inventory and Appraisal (SIA) computer-generated reports, following input of updated reports by CITY ENGINEER.
- F. Submit the final bridge reports

III. Commencement and Completion

The ENGINEER agrees to start work on the professional services outlined herein, within ten (10) days of authorization from the CITY to proceed. After receipt of the Notice to Proceed, the ENGINEER will submit a schedule for inspections of the bridge for approval by the CITY ENGINEER.

All routine bridge inspections and written reports must be completed within the month that each bridge structure is due following the Notice to Proceed. All inspections and reports for the month of February are due to the CITY no later than February 22 each year. Delivery of each inspection report must be made within 10 business days following the date of inspection.

The work described in this contract shall be completed within 2 years following the notice to proceed.

IV. Compensation

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering 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 ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit E. 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

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section II, CITY agrees to pay the ENGINEER, as

compensation for such professional services, as shown in the Fee Schedule in Exhibit E and as authorized by the CITY as follows:

1. After receipt of the NOTICE TO PROCEED from the CITY, the ENGINEER shall perform the Professional Services described in Section II of this Contract. Compensation to be paid to the ENGINEER for providing the Professional Services described in this contract shall be in accordance with the rate schedule in Attachment "E", which is incorporated by this reference and shall not exceed Two Hundred Fifty-Two Thousand Seven Hundred Fifty Dollars (\$252,750.00) for 128 routine and interim inspections.
2. 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. Quality Control and Quality Assurance

The ENGINEER will implement a Quality Control and Quality Assurance (QC/QA) Plan after completion of field inspections. The ENGINEER will perform as many as thirteen (13) additional independent QC/QA inspections with a different inspection team and compare inspection notes and element ratings. The structures will represent the overall makeup of the cycle with as many as eight (8) culverts and five (5) bridges. The QC/QA team will also conduct reviews of all inspection reports prior to submittal.

C. Additional Services

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. The additional services that may be included in this CONTRACT include:

1. QC/QA Services
2. Inspection services for bridge and culvert structures located within the 2023 proposed annexed areas (eight (8) culverts and four (4) bridges)
3. Damage Assessments following significant storm events
4. Other services as directed

If directed, compensation for the above referenced additional services in addition to those included in Section IV.1 of this contract and shall be based on the hourly rates in accordance with the rate schedule in Attachment "E" of this Contract and shall not exceed Thirty-Seven Thousand Two Hundred Forty Dollars (\$37,240.00).

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.

V. 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 Two Hundred Eighty-Nine Thousand Nine Hundred Ninety Dollars (\$289,990.00) without prior approval of the CITY COUNCIL.

VI. Invoice Procedures and Payment

Invoices from the ENGINEER shall be submitted to the CITY ENGINEER for services rendered during the invoicing period, which is generally a monthly basis or as appropriate. Payment by the CITY shall be made periodically within 30 days after receipt of an invoice.

VII. It is further mutually agreed by the parties hereto as follows:

- A. The CITY will provide the ENGINEER available previous bridge inspection reports for use in planning the PROJECT. In addition, the CITY will provide the ENGINEER bridge inspection forms and any additional existing plans, maps, field notes, computations, and other data in its possession that will aid and assist the ENGINEER in carrying out the obligations of this contract.
- B. The CITY reserves the right to appoint representatives to observe all work of the ENGINEER. Such appointed representatives shall have reasonable access to all reports of the ENGINEER relating to the PROJECT and shall have the right to review procedures and reports with the ENGINEER in the field.

- C. In the event of failure by the ENGINEER to fulfill in timely and proper manner his obligations under this contract, or if the ENGINEER violates any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract. Written notice of termination shall be made to the ENGINEER at least five (5) days prior to the effective termination date. In that event, 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. The ENGINEER shall be entitled to receive just and equitable compensation for work completed on such documents and other materials.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first, unless the CONTRACT time is extended by mutual agreement between the CITY and the ENGINEER. Provided, however 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 the ENGINEER's liability for any breach thereof.
- E. The ENGINEER, its principals, directors, agents, subcontractors, servants and employees shall indemnify and save harmless the City against all loss, cost of damage on account of injuries to persons or property to the extent caused by the Engineer's negligent, wanton, or intentional conduct in the performance of this contract, including all reasonable attorney's fees incurred by the City on account thereof. This section is not as to third parties or to anyone a waiver of any defenses. Matters may be raised in the CITY's behalf in any action or proceeding arising from this Agreement.
- G. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party to this contract, in respect of all covenants of this contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this contract without written consent of the other party hereto.

VIII. Indemnity and Insurance Requirements

- A. Indemnification: Contractor shall indemnify, defend, and hold harmless the 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: For the duration of this agreement, the ENGINEER shall maintain the following minimum amounts for each project:

ENGINEER shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

- a) \$100,000 for projects from -0- to \$1,000,000
- b) Projects for more than \$1,000,000 to be negotiated

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 the City of Mobile.

3. Comprehensive General Liability Insurance:

- a) 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 professional liability, workers compensation and employer's liability insurance shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance 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, ENGINEER 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. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

IX. E-Verify

By signing this Agreement, 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.

X. Source of Funds for Payment

The source of funds for payment by City under this contract is C0119 City Capital Funds. Said funds are on hand at the time of the execution of this contract.

XI. 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.

XII. Anti-Discrimination

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 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.

IN WITNESS WHERE OF, THOMPSON ENGINEERING, INC., a corporation, has caused its name to be signed hereto by KENDALL KILPATRICK, its EXECUTIVE VICE PRESIDENT, and by CHAD R BROWN, its Secretary, both duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

Print: _____

ATTEST:

By: _____
Its City Clerk

Print: _____

THOMPSON ENGINEERING, INC

By: _____

Print: Chad R. Brown

Its: CEO and Secretary

Address: 2970 Cottage Hill St 190
Mobile, AL 36606

Telephone: 251-666-2443

ATTEST:

By: K Kendall Kilpatrick

Print: Kendall Kilpatrick

Its: Executive Vice President

CORPORATE SEAL



ATTACHMENT “A”

Structures

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

June 30, 2023
Page 1 of 4

| Report Criteria | | | | | | | | | | | |
|-----------------|-----------------------|---------------------------|--------|-------------------|--------------------------|------------------|-----------|---|-----|---------|-----|
| Area: | All | City: | MOBILE | Maintenance Resp: | City/Municipal Hwy Agenc | Date: | 5/1/2024 | | | | |
| County: | All | MPO: | All | Inspection Resp: | City or Municipal Agency | Hide Delinquent: | No | | | | |
| | | | | Inspection Type: | All | Sort By: | Bridge ID | | | | |
| TYPE INSP DUE | | | | | | | | | | | |
| S S S | | | | | | | | | | | |
| R/SP INS | | | | | | | | | | | |
| BIN | STR NUM | LOCATION | R | F | U | P | N | C | DEL | DUE | I41 |
| 000347 | OMU0018 490000M03600 | 0.1 MI E HOLCOMBE AVE JCT | Y | Y | | Y | Y | | Y | 01 2024 | A |
| 001303 | OMU0101 490000M00100 | 0.1 MI N FAIRWAY DR | Y | | | Y | Y | | Y | 01 2024 | A |
| 002731 | OMU0117 490000M01600 | 1.6 MI N CLAIRBORNE ST | Y | Y | | Y | Y | | Y | 02 2024 | A |
| 002962 | OMU0109 490000M00400 | 0.4 MI N SPRING HILL AVE | Y | | | Y | Y | | Y | 02 2024 | A |
| 003083 | OMU0042 490000M01600 | 0.3 MI E NAVCO RD | Y | Y | | Y | | | Y | 01 2024 | A |
| 003843 | OMU0090 490000M00100 | 0.3 MI W CATHERINE ST | Y | | | Y | Y | | Y | 01 2024 | P |
| 004437 | OMU0102 490000M00100 | 350' E BAY SHORE AVE | Y | | | | Y | | Y | 01 2024 | A |
| 005510 | OMU0020 490000M00100 | 150' N E FOREST AVE | Y | | | Y | Y | | Y | 01 2024 | P |
| 005611 | OMU0089 490000M01500 | 300' N COTTON ST | Y | | | Y | Y | | Y | 02 2024 | A |
| 005929 | OMU0049 490000M01300 | 1.3 MI N US 98 | Y | | | Y | Y | | Y | 11 2023 | P |
| 006005 | OMU0098 490000M00100 | MORGAN @ LAWRENCE | Y | | | Y | Y | | Y | 01 2024 | P |
| 006015 | OMU0122 490000M01600 | 1800' W. INDIAN SPRING RD | Y | | | | Y | | Y | 11 2023 | A |
| 006016 | OMU0122 490000M04500 | 0.9 MI E.SHELTON BEACH RD | Y | | | Y | Y | | Y | 11 2023 | P |
| 006583 | OMU0018 490000M01600 | 0.1 MI W AZALEA RD | Y | | | | Y | Y | Y | 01 2024 | A |
| 006646 | OMU0065 490000M00200 | 0.3 MI N AIRPORT BLVD. | Y | | | | Y | | Y | 10 2023 | A |
| 006661 | OMU0069 490000M00100 | 1 MI S HALLS MILL ROAD | Y | Y | | Y | Y | | Y | 01 2024 | A |
| 006994 | OMU0026 490000M00200 | 700' W DEMOTROPOLISRD | Y | | | | Y | | Y | 11 2023 | A |
| 007008 | OMU0032 490000M00100 | 157 E. BURMA HILLS EAST | Y | | | | Y | | Y | 11 2023 | A |
| 007031 | OMU0041 490000M00100 | 200' N HALLS MILL RD | Y | Y | | Y | Y | | Y | 01 2024 | A |
| 007071 | OMU0062 490000M01100 | 0.5 MI W I65 | Y | Y | | | Y | | Y | 10 2023 | A |
| 007080 | OMU0066 490000M02200 | 0.5 MI W I 65 | Y | Y | | | Y | | Y | 10 2023 | A |
| 007094 | OMU0074 490000M04700 | 0.2 MI W I65 | Y | | | | Y | | Y | 10 2023 | A |
| 007290 | OMU0000 490000M046X00 | 0.7 MI W CODY RD | Y | | | | Y | | Y | 09 2023 | A |
| 007467 | OMU0094 490000M00100 | 0.1 MI W LAWRENCE STREET | Y | | | | Y | | Y | 01 2024 | A |
| 008308 | OMU0029 490000M01400 | 0.5 MI S BEAR FORK ROAD | Y | | | | Y | | Y | 11 2023 | A |
| 008371 | OMU0053 490000M00200 | 0.3 MI N AIRPORT BLVD. | | | | Y | | | Y | 09 2023 | A |
| 008400 | OMU0078 490000M01400 | 1033' E I65 | Y | | | | Y | | Y | 01 2024 | A |
| 009391 | OMU0057 490000M00200 | INT MICHAEL BLVD/DAVIDSON | Y | | | | Y | | Y | 10 2023 | A |
| 009408 | OMU0070 490000M02100 | JCT. AIRP'T BLVD @ WENDYS | Y | | | | Y | | Y | 01 2024 | A |
| 009575 | OCO0000 490000M256Z00 | 0.4 MI S HALLS MILL RD | Y | | | Y | | | Y | 11 2023 | P |
| 009740 | OMU0061 490000M00100 | 100' S PEMBROKE AVE. | Y | | | | Y | | Y | 10 2023 | A |
| 010392 | OMU0082 490000M02100 | OLD SHELL RD * UNIV BLVD | Y | | | | Y | | Y | 12 2023 | A |
| 010547 | OMU0009 490000M00100 | 0.4 MI S OLD SHELL RD | Y | | | | Y | | Y | 09 2023 | A |
| 010555 | OMU0015 490000M00200 | 296' 5 WOODLINE DR | Y | | | | Y | | Y | 11 2023 | A |
| 010575 | OMU0037 490000M00300 | 200' N YORKSHIRE LANE | Y | | | | Y | | Y | 10 2023 | A |
| 010791 | OMU0110 490000M00500 | 0.2 MI E CODY RD | Y | | | | Y | | Y | 10 2023 | A |
| 010962 | OMU0030 490000M00200 | 200' W BROOKLINE DR | Y | | | | Y | | Y | 11 2023 | A |
| 010969 | OMU0041 490000M03100 | 0.9 MI S AIRPORT BLVD | Y | | | | Y | | Y | 10 2023 | A |
| 010997 | OMU0110 490000M03500 | 1000' S. FOREST HILL DR. | Y | | | | Y | | Y | 10 2023 | A |
| 011161 | OCO0000 490000M205Z00 | 0.8 MI N HAMILTON BLVD | Y | | | | Y | | Y | 12 2023 | A |
| 011259 | OMU0081 490000M00200 | 300' S STAPLES RD | Y | | | | Y | | Y | 12 2023 | A |
| 011263 | OMU0093 490000M00200 | 0.2 MI N AIRPORT BLVD. | Y | | | | Y | | Y | 01 2024 | A |
| 011411 | OMU0010 490000M00200 | 0.2 MI E ALBA CLUB RD | Y | | | | Y | | Y | 12 2023 | A |
| 011432 | OMU0038 490000M02500 | 500' E EAST ROAD | Y | | | | Y | | Y | 11 2023 | A |
| 011461 | OMU0058 490000M00200 | 1102' E CODY ROAD | Y | | | | Y | | Y | 10 2023 | A |
| 011462 | OMU0058 490000M00300 | 1729' E CODY ROAD | Y | | | | Y | | Y | 10 2023 | A |
| 011473 | OMU0078 490000M00900 | 0.5 MI W I65 | Y | | | | Y | | Y | 10 2023 | A |
| 011620 | OMU0014 490000M00100 | 150' E ALBA CLUB ROAD | Y | | | | Y | | Y | 12 2023 | A |
| 011637 | OMU0024 490000M00100 | 300' E US 45 | Y | | | | Y | | Y | 01 2024 | A |
| 011684 | OMU0081 490000M00600 | 300' N BOYKIN BLVD. | Y | | | | Y | | Y | 12 2023 | A |
| 011692 | OMU0110 490000M02500 | 0.3 MI W FOREST DALE DR. | Y | | | | Y | | Y | 10 2023 | A |
| 011791 | OMU0007 490000M00400 | HIGHLAND WOODS SUBDIV. | Y | | | | Y | | Y | 09 2023 | A |

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

June 30, 2023
Page 2 of 4

| Report Criteria | | | | | | | | | | | |
|-----------------|----------------------|---------------------------|--------|-------------------|--------------------------|------------------|-----------|---|-----|----------|-----|
| Area: | All | City: | MOBILE | Maintenance Resp: | City/Municipal Hwy Agenc | Date: | 5/1/2024 | | | | |
| County: | All | MPO: | All | Inspection Resp: | City or Municipal Agency | Hide Delinquent: | No | | | | |
| | | | | Inspection Type: | All | Sort By: | Bridge ID | | | | |
| TYPE INSP DUE | | | | | | | | | | | |
| S S S | | | | | | | | | | | |
| BIN | STR NUM | LOCATION | R | F | U | P | N | C | DEL | R/SP INS | I41 |
| 011827 | OMU0050 490000M00200 | 0.2 MI E KNOLLWOOD DR | Y | | | | | Y | Y | 11 2023 | A |
| 011830 | OMU0054 490000M00200 | 0.2 MI E SR 163 | Y | | | | | Y | Y | 01 2024 | A |
| 011986 | OMU0013 490000M00500 | 0.5 MI N COTTAGE HILL RD | Y | | | | | Y | Y | 11 2023 | A |
| 012016 | OMU0033 490000M02600 | 800' S BURMA RD W. | Y | | | | | Y | Y | 11 2023 | A |
| 012017 | OMU0034 490000M00200 | 0.2 MI E LONGLEAF DR. | Y | | | | | Y | Y | 11 2023 | A |
| 012027 | OMU0046 490000M00200 | 0.2 MI E KNOLLWOOD DR | Y | | | | | Y | Y | 11 2023 | A |
| 012401 | OMU0067 490000M00200 | 3000' N MICHAEL BLVD | Y | | | | | Y | Y | 10 2023 | A |
| 012523 | OCO0000 490000037X00 | 1.7 MI E US 90 | Y | | | | | Y | Y | 12 2023 | A |
| 012524 | OCO0000 490000038X00 | 0.7 MI E JCT HWY 90 | Y | | | | | Y | Y | 12 2023 | A |
| 012588 | OMU0044 490000M00100 | 0.26MI. W. NAVCO ROAD | Y | | | | | Y | Y | 01 2024 | A |
| 012609 | OMU0107 490000M00800 | 1140' N AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 012679 | OMU0097 490000M00400 | 0.3 MI S US 90 | Y | | | | | Y | Y | 01 2024 | A |
| 012684 | OMU0074 490000M06700 | 1.7 MI E I65 | Y | | | | | Y | Y | 01 2024 | A |
| 012691 | OMU0018 490000M02500 | 0.4 MI E MCVAY DR | Y | | | | | Y | Y | 01 2024 | A |
| 012822 | OMU0099 490000M00600 | 1080' N AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 012823 | OMU0105 490000M00700 | 1085' N AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 012946 | OMU0001 490000M00500 | 1095' S. COTTAGE HILL RD | Y | | | | | Y | Y | 11 2023 | A |
| 012949 | OMU0003 490000M01900 | 0.5 MI S COTTAGE HILL RD | Y | | | | | Y | Y | 11 2023 | A |
| 013010 | OMU0034 490000M01100 | BURMA RD. @ BARCELONA DR. | Y | | | | | Y | Y | 11 2023 | A |
| 013048 | OMU0091 490000M00100 | 695' N AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 013209 | OCO0000 490000251X00 | 0.1 MI E OF COCA-COLA RD | Y | | | | | Y | Y | 12 2023 | A |
| 013358 | OMU0087 490000M00200 | 495' N AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 013368 | OMU0097 490000M01000 | 1060' N AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 013372 | OMU0103 490000M00600 | 1070' N AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 013667 | OCO0070 490000049X00 | 0.6 MI E SCHILLENGER RD | Y | | | | | Y | Y | 10 2023 | A |
| 013772 | OMU0033 490000M01400 | 0.3 MI N HALLS MILLRD | Y | | | | | Y | Y | 11 2023 | A |
| 013800 | OMU0038 490000M02700 | 0.3 MI W I 65 | Y | | | | | Y | Y | 12 2023 | A |
| 013975 | OMU0067 490000M00300 | 0.3 MI N COTTAGE HILL RD | Y | | | | | Y | Y | 10 2023 | A |
| 014370 | OMU0074 490000M05500 | 0.5 MI E I65 | Y | | | | | Y | Y | 01 2024 | A |
| 014373 | OMU0077 490000M00300 | 0.2 MI S. AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 014651 | OMU0156 490000M00100 | 222 S DAU ST @ SPRDL BLV | Y | | | | | Y | Y | 01 2024 | A |
| 014688 | OMU0018 490000M00700 | 0.1 MI W ROCHELLE STREET | Y | | | | | Y | Y | 11 2023 | A |
| 014689 | OMU0018 490000M02000 | 0.2 MI W MC VAY DR | Y | | | | | Y | Y | 01 2024 | A |
| 015200 | OMU0062 490000M01800 | 0.15 MI E. COTTAGE H. RD | Y | | | | | Y | Y | 01 2024 | A |
| 015227 | OMU0114 490000M00300 | 0.3 MI W STANTON RD | Y | | | | Y | Y | Y | 02 2024 | A |
| 015368 | OCO0000 490000209Z00 | 0.5 MI S OLD MILITARY RD | Y | | | | | Y | Y | 12 2023 | A |
| 015431 | OMU0017 490000M04100 | 1.08 MI. N. OLD SHELL RD | Y | | | | | Y | Y | 10 2023 | A |
| 015432 | OMU0017 490000M04300 | 1.20 MI. N. OLD SHELL RD | Y | | | | | Y | Y | 12 2023 | A |
| 015871 | OMU0118 490000M01900 | 1.3 MI. W. US 98 | Y | | | | | Y | Y | 09 2023 | A |
| 016182 | OMU0000 490000000900 | 2.6 MI N BANKHEAD TUNNEL | Y | Y | | | Y | Y | Y | 02 2024 | A |
| 016421 | OMU0000 490000M05000 | 0.2 MI N ZEIGLER BLVD | Y | | | | | Y | Y | 09 2023 | A |
| 016462 | OCO0000 490000255Z00 | 0.4 MI W DEMETROPOLIS RD | Y | | | | | Y | Y | 11 2023 | A |
| 016555 | OMU0038 490000M00400 | 0.4MI E CODY RD | Y | | | | | Y | Y | 10 2023 | A |
| 017177 | OMU0000 490000000000 | .07 KM W OF MCVAY DRIVE | Y | | | | | Y | Y | 01 2024 | A |
| 017197 | OMU0000 490000000200 | 200 FT N OF GOVERNMENT ST | Y | | | | | | Y | 02 2024 | A |
| 017199 | OMU0000 490000000500 | 0.8KM S OF US HWY 90 | Y | | | | | Y | Y | 01 2024 | A |
| 017200 | OMU0000 490000000300 | 0.1MI. W OF DEMETROPOLIS | Y | | | | | Y | Y | 11 2023 | A |
| 017201 | OMU0000 490000000400 | 0.3 MI S.HIGHCREST DR. | Y | | | | | Y | Y | 11 2023 | A |
| 017497 | OMU0000 490000000600 | 0.1KM N OF MUSEUM DR | Y | | | | | Y | Y | 10 2023 | A |
| 017571 | OMU0000 490000000700 | 0.15 MILES N OF MUSEUM DR | Y | | | | | Y | Y | 10 2023 | A |
| 017572 | OMU0000 490000000800 | 200' N OF HALLS MILL RD. | Y | | | | | Y | Y | 01 2024 | A |
| 017856 | OMU0038 490000M04100 | 0.1 MILE E OF MAGNOLIA RD | Y | | | | | Y | Y | 01 2024 | A |

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

June 30, 2023
Page 3 of 4

| Report Criteria | | | | | |
|-----------------|-----|-------|--------|-------------------|--------------------------|
| Area: | All | City: | MOBILE | Maintenance Resp: | City/Municipal Hwy Agenc |
| County: | All | MPO: | All | Inspection Resp: | City or Municipal Agency |
| | | | | Inspection Type: | All |
| | | | | Date: | 5/1/2024 |
| | | | | Hide Delinquent: | No |
| | | | | Sort By: | Bridge ID |

| BIN | STR NUM | LOCATION | TYPE INSP DUE | | | | | | R/SP INS | | |
|--------|-----------------------|---------------------------|---------------|---|---|---|---|---|----------|---------|-----|
| | | | R | F | U | P | N | C | DEL | DUE | I41 |
| 017857 | OMU0121 490000M01800 | 0.9 MILE S OF CRAFT HWY | Y | | Y | | | Y | Y | 02 2024 | A |
| 017858 | OMU0086 490000M00100 | N E QUAD.UNIV.BLVD./OLD S | Y | | | | | Y | Y | 12 2023 | A |
| 018594 | O649000 490000M00300 | 0.3 MI E OF D.I.P. | Y | | | | | Y | Y | 12 2023 | A |
| 018800 | OMU0000 4900000001000 | 0.4M N OF SPRING HILL | Y | | | | | Y | Y | 01 2024 | A |
| 019377 | OMU0000 4900000001200 | 300' WEST OF NAVCO RD | Y | | | | | Y | Y | 01 2024 | A |
| 019379 | OMU0000 4900000001400 | 567' N OF BRENTWOOD DR | Y | | | | | Y | Y | 12 2023 | A |
| 019380 | OMU0000 4900000001500 | AT INT W/ CONCEPTION ST | Y | | | | | Y | Y | 01 2024 | A |
| 019563 | OMU005 490000M01600 | 0.4 MI S. OLD SHELL ROAD | Y | | | | | Y | Y | 09 2023 | A |
| 019565 | OCO0000 490000269Z00 | 1.4 MI N THREE NOTCH RD | Y | | | | | Y | Y | 11 2023 | A |
| 019798 | OMU0000 4900000001700 | 700' N OF ST ANDREWS LN E | Y | | | | | Y | Y | 12 2023 | A |
| 019866 | OMU0000 4900000001800 | 800' S OF AIRPORT BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 019964 | OMU0000 490000M01900 | 600' E OF U.S. HWY 43 | Y | | | | | Y | Y | 01 2024 | A |
| 019982 | OMU0000 4900000002000 | 100' SOUTH OF MCVAY DRIVE | Y | | | | | Y | Y | 01 2024 | A |
| 020002 | OMU0000 4900000002100 | 500' EAST OF GALLIARD DR | Y | | Y | | | Y | Y | 10 2023 | A |
| 020229 | OMU0000 4900000002200 | 200' E OF KNOLLWOOD DR | Y | | | | | Y | Y | 11 2023 | A |
| 020230 | OMU0000 4900000002300 | 100' E OF I-10 | Y | | | | Y | | Y | 03 2024 | A |
| 020528 | OMU0000 4900000002500 | 87' E CL SPRINGDALE BLVD | Y | | | | | Y | Y | 01 2024 | A |
| 020578 | OMU0000 4900000002600 | 990' NORTH OF HITT RD | Y | | | | | Y | Y | 10 2023 | A |
| 020785 | OMU0000 4900000002700 | 0.4 MI E OF HILLCREST RD | Y | | | | | Y | Y | 12 2023 | A |
| 020895 | OMU0000 4900000002900 | 100' SOUTH OF SIXTH ST | Y | | | | | Y | Y | 02 2024 | A |

ATTACHMENT “B”

Required Underwater Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

June 30, 2023
Page 1 of 2

| Report Criteria | | | | | | | |
|-----------------|-----|-------|--------|-------------------|--------------------------|------------------|-----------|
| Area: | All | City: | MOBILE | Maintenance Resp: | City/Municipal Hwy Agenc | Date: | 7/1/2025 |
| County: | All | MPO: | All | Inspection Resp: | City or Municipal Agency | Hide Delinquent: | No |
| | | | | Inspection Type: | Underwater | Sort By: | Bridge ID |

| BIN | STR NUM | LOCATION | TYPE INSP DUE | | | | | | | R/SP INS
DUE | I41 |
|--------|----------------------|---------------------------|---------------|---|---|---|---|---|-----|-----------------|-----|
| | | | R | F | U | P | N | C | DEL | | |
| 000347 | OMU0018 490000M03600 | 0.1 MI E HOLCOMBE AVE JCT | Y | Y | | Y | Y | | Y | 01 2024 | A |
| 002731 | OMU0117 490000M01600 | 1.6 MI N CLAIRBORNE ST | Y | Y | | Y | Y | | Y | 02 2024 | A |
| 003083 | OMU0042 490000M01600 | 0.3 MI E NAVCO RD | Y | Y | | | Y | | Y | 01 2024 | A |
| 006661 | OMU0069 490000M00100 | 1 MI S HALLS MILL ROAD | Y | Y | | Y | Y | | Y | 01 2024 | A |
| 007031 | OMU0041 490000M00100 | 200' N HALLS MILL RD | Y | Y | | Y | Y | | Y | 01 2024 | A |
| 007071 | OMU0062 490000M01100 | 0.5 MI W I65 | Y | Y | | | Y | | Y | 10 2023 | A |
| 007080 | OMU0066 490000M02200 | 0.5 MI W I 65 | Y | Y | | | Y | | Y | 10 2023 | A |
| 016182 | OMU0000 490000000900 | 2.6 MI N BANKHEAD TUNNEL | Y | Y | | Y | Y | | Y | 02 2024 | A |
| 017857 | OMU0121 490000M01800 | 0.9 MILE S OF CRAFT HWY | Y | Y | | | Y | | Y | 02 2024 | A |
| 020002 | OMU0000 490000002100 | 500' EAST OF GALLIARD DR | Y | Y | | | Y | | Y | 10 2023 | A |

ATTACHMENT “C”

Required Interim Inspections and Frequency

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

June 30, 2023
Page 1 of 2

| Report Criteria | | | | | | | |
|-----------------|-----|-------|--------|-------------------|--------------------------|------------------|-----------|
| Area: | All | City: | MOBILE | Maintenance Resp: | City/Municipal Hwy Agenc | Date: | 5/1/2024 |
| County: | All | MPO: | All | Inspection Resp: | City or Municipal Agency | Hide Delinquent: | No |
| | | | | Inspection Type: | Special | Sort By: | Bridge ID |

| BIN | STR NUM | LOCATION | TYPE INSP DUE | | | | | | | R/SP INS | I41 |
|--------|----------------------|---------------------------|---------------|---|---|---|---|---|-----|----------|-----|
| | | | R | F | U | P | N | C | DEL | | |
| 003843 | OMU0090 490000M00100 | 0.3 MI W CATHERINE ST | Y | | | Y | Y | Y | Y | 01 2024 | P |
| 005510 | OMU0020 490000M00100 | 150' N E FOREST AVE | Y | | | Y | Y | Y | Y | 01 2024 | P |
| 005929 | OMU0049 490000M01300 | 1.3 MI N US 98 | Y | | | Y | Y | Y | Y | 11 2023 | P |
| 006005 | OMU0098 490000M00100 | MORGAN @ LAWRENCE | Y | | | Y | Y | Y | Y | 01 2024 | P |
| 006016 | OMU0122 490000M04500 | 0.9 MI E.SHELTON BEACH RD | Y | | | Y | Y | Y | Y | 11 2023 | P |
| 008371 | OMU0053 490000M00200 | 0.3 MI N AIRPORT BLVD. | | | | Y | | | Y | 09 2023 | A |
| 009575 | OCO0000 490000256Z00 | 0.4 MI S HALLS MILL RD | Y | | | Y | Y | Y | Y | 11 2023 | P |

ATTACHMENT “D”

Snooper & Lift Truck Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

June 30, 2023
Page 1 of 2

| Report Criteria | | | | | | | |
|-----------------|-----|-------|--------|-------------------|--------------------------|------------------|-----------|
| Area: | All | City: | MOBILE | Maintenance Resp: | City/Municipal Hwy Agenc | Date: | 4/1/2024 |
| County: | All | MPO: | All | Inspection Resp: | City or Municipal Agency | Hide Delinquent: | No |
| | | | | Inspection Type: | Snooper | Sort By: | Bridge ID |

| BIN | STR NUM | LOCATION | TYPE INSP DUE | | | | | R/SP INS DUE | I41 |
|--------|----------------------|---------------------------|---------------|---|---|---|-----|--------------|-----------|
| | | | R | F | U | P | N C | | |
| 000347 | OMU0018 490000M03600 | 0.1 MI E HOLCOMBE AVE JCT | Y | Y | | Y | Y | Y | 01 2024 A |
| 001303 | OMU0101 490000M00100 | 0.1 MI N FAIRWAY DR | Y | | | Y | Y | Y | 01 2024 A |
| 002731 | OMU0117 490000M01600 | 1.6 MI N CLAIRBORNE ST | Y | Y | | Y | Y | Y | 02 2024 A |
| 002962 | OMU0109 490000M00400 | 0.4 MI N SPRING HILL AVE | Y | | | Y | Y | Y | 02 2024 A |
| 005611 | OMU0089 490000M01500 | 300' N COTTON ST | Y | | | Y | Y | Y | 02 2024 A |
| 006583 | OMU0018 490000M01600 | 0.1 MI W AZALEA RD | Y | | | Y | Y | Y | 01 2024 A |
| 006661 | OMU0069 490000M00100 | 1 MI S HALLS MILL ROAD | Y | Y | | Y | Y | Y | 01 2024 A |
| 007031 | OMU0041 490000M00100 | 200' N HALLS MILL RD | Y | Y | | Y | Y | Y | 01 2024 A |
| 015227 | OMU0114 490000M00300 | 0.3 MI W STANTON RD | Y | | | Y | Y | Y | 02 2024 A |
| 016182 | OMU0000 490000000900 | 2.6 MI N BANKHEAD TUNNEL | Y | Y | | Y | Y | Y | 02 2024 A |
| 020230 | OMU0000 490000002300 | 100' E OF I-10 | Y | | | Y | | Y | 03 2024 A |

ATTACHMENT “E”

Schedule of Fees



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2023.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:

2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

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. |

1.2 Other Expenses

1. Automotive mileage (code A002)\$0.72/mile
2. 4-Wheel Drive (code A002a).....\$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Boat (includes operator) Special Quote
4. Per Diem (Meals and Lodging) (code A004) \$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request) (code A005)..... \$ 2.60 ea
6. Color Photocopies (code A006)\$3.15/ea
7. Large Drawing Plots
 - Monochrome Linework on bond \$1.00/Sq. Ft.
 - Size D (code A007a)\$5.19/ea
 - Size E (code A007b) \$10.39/ea
 - Long Plot (140x32) (code A007c) \$31.11/ea
 - 2 pc Super Plot (140x60) (code A007d) \$58.33/ea
 - 11x17 Reduction (code A007e).....\$1.30/ea
 - Custom (Glossy 40x28) (code A007f)..... \$38.89/ea
 - Color Image on plain bond..... \$6.00/Sq. Ft.
 - Size D (code A007g)..... \$31.17/ea
 - Size E (code A007h) \$62.33/ea
 - Long Plot (140x32) (code A007i)..... \$186.67/ea
 - 2 pc Super Plot (140x60) (code A007j) \$350.00/ea
 - 11x17 Reduction (code A007k)\$7.79/ea
 - Custom (Glossy 106x36) (code A007m)..... \$185.50/ea
8. Direct non-salary expenseCost Plus 10%
9. Sub-Contractor markupCost Plus 10%

ATTACHMENT “F”

Insurance Certificates and E-Verify Documents



THOMENG-01

RHUTTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2023

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
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123 | CONTACT NAME: Abby Foster | |
| | PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 | |
| | E-MAIL ADDRESS: afoster@turnerfirst.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Zurich American Insurance Co. | 16535 |
| INSURED

Thompson Engineering
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY WIDE BRIDGE INSPECTION (2024 CYCLE). CITY PROJECT NO. 2023-3005-16.

City of Mobile is named as an additional insured on a primary & non contributory basis on the General Liability and Auto Liability policies as required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, & Workers Compensation where required by written contract. WC Alternate employer endorsement applies where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P. O. Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2023

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

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

| | |
|--|--|
| PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530 | CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com
FAX (A/C, No): 228-863-1957 |
| INSURED
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606 | INSURER(S) AFFORDING COVERAGE
INSURER A: Beazley Insurance Company, Inc.
INSURER B: Travelers Property Casualty Co of America
INSURER C:
INSURER D:
INSURER E:
INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 1136312365**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY
☐ CLAIMS-MADE ☐ OCCUR

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 \$
COMBINED SINGLE LIMIT (Ea accident) \$
BODILY INJURY (Per person) \$
BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$ |
| B | ☒ UMBRELLA LIAB ☒ EXCESS LIAB
☒ DED ☒ RETENTION \$ 10,000 | | | CUP8S42687023NF | 1/1/2023 | 2/1/2024 | EACH OCCURRENCE \$ 2,000,000
AGGREGATE \$ 2,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE
E.L. EACH ACCIDENT \$
E.L. DISEASE - EA EMPLOYEE \$
E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | C1D697230701 | 1/1/2023 | 2/1/2024 | Per Claim Aggregate 2,000,000
2,000,000 |

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

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.

RE: CITYWIDE BRIDGE INSPECTION (2024 CYCLE) CITY PROJECT NO. 2023-3005-16

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government Street
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

| Information Required for the E-Verify Program | |
|---|---|
| Information relating to your Company: | |
| Company Name | Thompson Holdings, Inc |
| Company Facility Address | 2970 Cottage Hill Road
Suite 190
Mobile, AL 36606 |
| Company Alternate Address | 2970 Cottage Hill Road
Suite 190
Mobile, AL 36606 |
| County or Parish | Mobile |
| Employer Identification Number | 72-1381313 |
| North American Industry Classification Systems Code | Professional, Scientific, And Technical Services (541) |
| Parent Company | |
| Number of Employees | 100 to 499 |
| Number of Sites Verified for | 19 |

Company ID Number:571783

Client Company ID Number:1426448

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

| | |
|---------------|--------------------------------|
| Name | Chad Brown |
| Phone Number | (251) 510-3156 |
| Fax Number | |
| Email Address | cbrown@thompsonengineering.com |

| | |
|---------------|--------------------------------|
| Name | Bill Morgan |
| Phone Number | (251) 518-6299 |
| Fax Number | |
| Email Address | bmogan@thompsonengineering.com |

| | |
|---------------|-------------------------------|
| Name | Edna Lugo |
| Phone Number | (251) 525-0227 |
| Fax Number | |
| Email Address | elugo@thompsonengineering.com |



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2023-3005-16 Current Date 6 / 27 / 23

Project Description City Wide Bridge Inspection (2024 Cycle)

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. The work required on this contract requires specific

and special certifications.

Nick Amberger

Requested By (Department Director)

(Signature)

City Engineer

(Title)

(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:7/18/2023

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small - District 3

Purpose and Scope of Project:

Environmental Study, Design and Maintenance of Jetties at McNally Park

Amount of Contract:

\$83,000.00

Funding Source

Project # G-ACAMP23 JETTIES AT MCNALLY PARK **Discretionary Funds**

Project String G-ACAMP23.ENGINEERING (ACCOUNT 50005000.48020) **Contract Number:**

Budget Amendment REDUCE INCREASE

Grant Funds **Matching Funds**

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------------------|------------|-------------|
| JETTIES AT MCNALLY PARK | Cover Memo | 6/28/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|------------------------------|----------|---------------------|
| Engineering Amberger, Nick | Approved | 6/28/2023 - 1:20 PM |
| Accounting Threadgill, Randy | Approved | 7/6/2023 - 12:41 PM |
| Legal Kern, Chris | Approved | 7/6/2023 - 2:50 PM |
| | | 7/6/2023 - 2:51 |

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
7/6/2023 - 5:07
PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: JETTIES AT MCNALLY PARK

CAPITAL PROJECT # G-ACAMP23

DATE OF RECEIPT

DEPT. PROJECT # 2023-3005-17

PROJECT DESCRIPTION ENVIRONMENTAL STUDY AND DESIGN OF

JETTIES' MAINTENANCE

CONTRACT AMOUNT \$ 83,000.00

VENDOR NAME COWLES, MURPHY, GLOVER & ASSOCIATES, INC.

VENDOR NUMBER 293958

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: Lisa Roberts Date 6/27/2023

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and
between the City of Mobile and the company listed below, for work as outlined in the
contract associated with the ADCNR Coastal Area Management Program Grant 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: Cowles, Murphy, Glover & Associates, Inc.

Project Name: Jetties at McNally Park

Estimated Cost: \$83,000.00

Adopted:

City Clerk



JETTIES AT MCNALLY PARK

PROJECT NO. 2023-3005-17

ENGINEER:

COWLES, MURPHY, GLOVER & ASSOCIATES, 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 **Cowles, Murphy, Glover & Associates, 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:

CITY - City of Mobile, Alabama

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

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

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

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

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Cowles, Murphy, Glover & Associates, Inc.**

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

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the Preliminary Design & Investigation Phase as set out in Section III.

PROJECT – JETTIES AT MCNALLY PARK, City of Mobile Project No. 2023-3005-17. This is for environmental study and design of jetties' maintenance. The professional engineering consulting & investigation services may include environmental and geotechnical testing, preparation of exhibits/maps/cost estimates and summary technical memorandum as directed by the CITY ENGINEER.

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

STANDARDS - EPA Environmental Rules from Title 40 of the Code of Federal Regulations (40CFR) and Title 22 of the Code of Alabama 1975, § 22-22A-1 et seq. and ADEM Administrative Code 335.

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 maps and any other assessments, results, and evaluations pertaining to this PROJECT, will meet the requirements for conformance with the Standards and applicable environmental practices, 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 practices 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 for the PROJECT is divided into four (4) Tasks.

A. DESIGN PHASE

1. Surveying Services – TASK 1

- a. CMG to correspond and schedule (up to two (2)) surveys, as required. These surveys include a preliminary (pre-construction) survey and a final (post-construction/as-built) survey. These surveys will include a mapping/topographic survey of the jetties and will extend below water (hydrographic) at least 10-feet past the last rock on each jetty.
- b. CMG proposes to provide these services for, a not to exceed fee, of \$9000.00 each.
- c. The total for Task 1 two (2) surveys is \$18,000.00.

2. Geotechnical Services – TASK 2

- a. CMG to correspond, schedule, and manage the geotechnical field work in order to obtain a geotechnical report for use in CMG's design engineering.
- b. CMG proposes to provide these service for, a not to exceed fee, of \$40,000.00.
- c. The ENGINEER shall provide the City with a copy of all paperwork, reports, drawings and correspondence for any and all geotechnical work.

3. Engineering Services – TASK 3

- a. Prepare calculations, construction plans, design details, construction specifications, bid documents, etc. for jetty maintenance at McNally Park.
- b. CMG proposes to provide these services for, a not to exceed fee, of \$20,800.00.

4. Pre-Construction Management – TASK 4

- c. CMG to collaborate with the City to prepare contractor bid package.
- d. CMG proposes to provide these services for, a not to exceed fee, of \$3,000.00.

B. PLANS AND SPECIFICATIONS

- 1. All documents, maps, Technical Memorandums, reports, 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.
 - a. All documents, 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) copies of all documents, drawings, electronic files (one copy CADD/GIS 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.

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

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. 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..
2. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

B. 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.

C. 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 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 Investigating and Result Reporting services in accordance with the schedule and appropriate portion of Section III.A, of this CONTRACT twelve (12) months from the NOTICE TO PROCEED. Payment for work performed in Section III.A of this CONTRACT shall not exceed \$81,800.00 (Eighty-One Thousand Eight Hundred Dollars and Zero Cents).
 - b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$1,200 (One Thousand Two 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 and Tasks) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$83,000 (Eighty-Three Thousand 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 - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.
- 2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

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 - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
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.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

Cowles, Murphy, Glover & Associates, Inc.

By: _____
Print: GARY D.E. COWLES
Its: PRESIDENT
Address: 457 ST. MICHAEL ST.
MOBILE, AL 36602
Telephone: 251 433 1611

STATE OF ALABAMA
CITY OF MOBILE

I, Sara Z. Copeland, a Notary Public in and for said State and County, hereby
certify that Gary D.E. Cowles, whose name as President of
Cowles, Murphy, Glover & Associates, 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 3th day of June, 2023

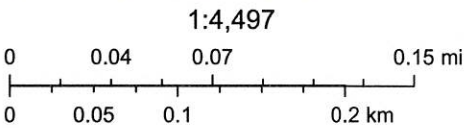
Sara Z. Copeland
NOTARY PUBLIC
My Commission Expires: 10/1/24

EXHIBIT A: PROJECT LOCATION

Project Area



6/7/2023, 2:41:06 PM



City of Mobile GIS Department

EXHIBIT B: PROJECT ESTIMATE

PROJECT – JETTIES AT MCNALLY PARK, City of Mobile Project No. 2023-3005-17.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (design phase) to be paid the ENGINEER shall not exceed \$83,000.00 [**Eighty-Three Thousand Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 3

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



PERFORMANCE • RELIABILITY • EXPERIENCE

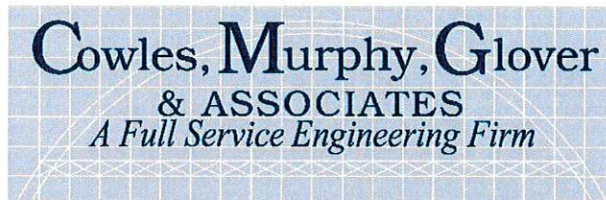
January 1, 2023 Standard Rate Schedule

| | |
|---------------------|---------------|
| Principal | \$165.00/hour |
| Engineer III, IV, V | \$150.00/hour |
| Engineer I, II | \$120.00/hour |
| Designer | \$110.00/hour |
| Draftsman | \$95.00/hour |
| Clerical | \$55.00/hour |
| Sub-consultants | Cost + 15% |

Insurance

| | |
|------------------------|----------------|
| Professional Liability | \$2,000,000.00 |
| Automobile Liability | \$1,000,000.00 |

Additional insurance is available upon request.



PERFORMANCE • RELIABILITY • EXPERIENCE

2023 REIMBURSABLE EXPENSES

| | |
|---------------------------|-----------------|
| Mileage | Gov't Rate/mile |
| Airfare | Cost |
| Rental Car/Transportation | Cost |
| Lodging | Cost |
| Meals | Cost |
| Delivery Services | Cost |
| Reproduction | Cost |

Reproduction In-house

| | |
|------------|------|
| Blueprints | Cost |
| Plotting | Cost |

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Surveying Services – TASK 1 - \$18,000.00

Geotechnical Services – TASK 2 - \$40,000.00

Engineering Services – TASK 3 - \$20,800.00

Pre-Construction Management – TASK 4 - \$3,000.00

Base Contract Amount **\$ 81,800.00**

Additional Services (If requested in writing by the City Engineer).....\$ 1,200.00

Total Contract Amount including Additional Services **\$ 83,000.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum and/or Report from Section III

EXHIBIT F: INSURANCE CERTIFICATIONS



COWLMUR-01

SMYERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2023

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
Petra RMS
2140 11th Ave South, Suite 400
Birmingham, AL 35205 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (205) 354-2700 FAX (A/C, No): (205) 449-5585 | |
| | E-MAIL ADDRESS: smyers@petrarms.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED

Cowles, Murphy, Glover & Associates, Inc
457 St. Michael Street
Mobile, AL 36602 | INSURER A: SENTRY INSURANCE CO. | 21180 |
| | INSURER B: STARSTONE NATIONAL INS. CO. | 25496 |
| | INSURER C: Trumbull Insurance Company | 27120 |
| | INSURER D: CONTINENTAL CASUALTY COMPANY | 20443 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--|
| A | ☒ COMMERCIAL GENERAL LIABILITY
☐ CLAIMS-MADE ☒ OCCUR
☒ Contractual Liability

GEN'L AGGREGATE LIMIT APPLIES PER:
☒ POLICY ☐ PROJECT ☐ LOC
OTHER: | | | A0066369003 | 8/14/2022 | 8/14/2023 | EACH OCCURRENCE \$ 1,000,000 | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 | |
| | | | | | | | MED EXP (Any one person) \$ 5,000 | |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 | |
| | | | | | | | GENERAL AGGREGATE \$ 3,000,000 | |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| | | | | | | | | |
| A | AUTOMOBILE LIABILITY

ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐
☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ | | | A0066369001 | 8/14/2022 | 8/14/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | |
| | | | | | | | BODILY INJURY (Per person) \$ | |
| | | | | | | | BODILY INJURY (Per accident) \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ | |
| | | | | | | | | |
| B | UMBRELLA LIAB ☒ OCCUR
☒ EXCESS LIAB ☐ CLAIMS-MADE
DED ☒ RETENTION \$ 0 | | | 72965U226ALI | 8/14/2022 | 8/14/2023 | EACH OCCURRENCE \$ 5,000,000 | |
| | | | | | | | AGGREGATE \$ 5,000,000 | |
| | | | | | | | | |
| | | | | | | | | |
| 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 | | 21WECAR5958 | 8/14/2022 | 8/14/2023 | ☒ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | |
| D | Professional Liab | | | AEH591942085 | 8/14/2022 | 8/14/2023 | Each Occurrence \$ 5,000,000 | |
| | | | | | | | | |

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

City of Mobile is included as Additional Insured with Waiver of Subrogation on a Primary and Non-Contributory basis when required by written contract. 30 Day Notice of Cancellation applies as per policy terms & conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P.O. Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE

**EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

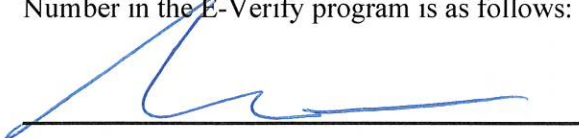
Before me, a Notary public, personally appeared GRADY D.E. COWLES (affiant) who, being duly sworn says as follows:

President/CEO of COWLES, MURPHY GLOVER & ASSOC. INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for CMG that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

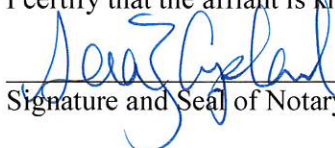
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to 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 CMG is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 754051.


CEO of CMG

Sworn to and subscribed before me this the 7th day of June, 2023

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

Expires 10/1/24



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

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

Section I. Information about your company

FORM 1: Background and Plan

| | |
|-----------|--|
| Company | Cowles, Murphy, Glover & Associates, Inc. |
| Address | 457 St. Michael Street Mobile, AL 36602 |
| Telephone | 251-433-1611 |
| E-Mail | pgarstecki@cmg-a.com |

| | |
|--------------------------------|---|
| RFP/RFQ Solicitation Number | |
| Project Description | McNally Park Jetty Maintenance Design |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male <u>16</u> Female <u>1</u> Minority <u> </u> Non-minority <u> </u> Vets <u> </u> |
| | Total #of Employees <u>17</u> |

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Patrick Garstecki

Signature: Date: 6/7/23

Title: P.E.

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: Sara Copeland Title: Manager

E-mail: scopeland@cmg-a.com/251-433-1611



Subcontracting and Major Supplier Plan

205 Government Street, 4th Floor

FORM 1: Background and Plan

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount \$ 81,800.00

Date: 06 / 07 / 23

| Description |
|---------------------------------------|
| McNally Park Jetty Maintenance Design |

Name of Bidder/Proposer: Cowles, Murphy, Glover & Associates, Inc.

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Cowles, Murphy, Clover & Associates, Inc.

Contact Person: Patrick Garstecki Phone 251-433-1611 Email pgarstecki@cmg-a.com

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

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



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

| | |
|----|--|
| NA | INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract. |
| NA | WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively. |
| NA | COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms. |
| NA | CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, and telephone number;
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job. |

Please indicate if any of the following applied:

☒ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. This is professional services and DBE participation cannot be completed due to services.

Suggestions or comments to improve this program. _____



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To perform plumbing repairs at various City of Mobile facilities

Amount of Contract:

not to exceed \$100,000.00

Funding Source

Project # Plumbing Services (service contract) at
Various City of Mobile Facilities SC-020-23

Discretionary Funds

Project String 10043037-42150

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|---|------------|-------------|
| SC-020-23 Plumbing Services (service contract) at Various City of Mobile Facilities | Cover Memo | 7/5/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------------------------|--------------------|----------|---------------------|
| Real Estate Asset Management | Boatwright, Cassie | Approved | 7/5/2023 - 3:12 PM |
| Budget | Sapp, Celia | Approved | 7/6/2023 - 10:40 AM |
| Legal | Kern, Chris | Approved | 7/6/2023 - 2:49 PM |

Legal

Kern, Chris

Approved

7/6/2023 - 2:51
PM

Mayors
Office

Montgomery, Brandi

Approved

7/6/2023 - 5:07
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: MORROW CONTRACTING INC. D/B/A
ADVANCED SERVICE PLUS PLUMBING COMPANY

Project Name: PLUMBING SERVICES FOR
VARIOUS CITY OF MOBILE FACILITIES
(1-YEAR SERVICE CONTRACT)

Project Number: SC-020-23

Amount: NOT TO EXCEED \$100,000.00

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 20_____, 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:** Morrow Contracting Inc.
DBA Advanced Service Plus Plumbing Company
P.O. Box 190338
Mobile, Alabama 36619

City of Mobile License No.: 66349 PLUMBERS AND / OR GAS FITTERS
79610 BUILDERS AND / OR CONTRACTORS

Secretary of State of Alabama Account No.: 000-059-794

State Licensing Board for General Contractors License No.: 15518

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – PLUMBING SERVICES FOR
VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-020-23

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 commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00).

CONTRACT AGREEMENT
PAGE 1 OF 6

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates: Hourly rates for plumbing services shall be as follows:

Plumber (Licensed Journeyman)

Regular Working Hours \$ 80.00 /hour

Overtime Hours \$ 120.00 /hour

Plumber Helper (Apprentice)

Regular Working Hours \$ 34.00 /hour

Overtime Hours \$ 49.00 /hour

Parts/Material: for furnishing equipment, parts or other materials:

Service Contractor's Direct Cost plus Ten (10) Percent

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 and inspections of the work specified.
- B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- 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. General Conditions | 9 pages |
| 2. Specifications, Section 01000 – Scope of Work | 4 pages |
| 3. This Instrument (Agreement) | 6 pages |
| 4. Waiver of Disadvantaged Business Enterprise (DBE) Goal | 1 page |
| 5. Bid Form | 4 pages |
| 6. Alabama Secretary of State Documentation | 1 page |

7. E-Verify Documentation

2 pages

8. Certificate of Liability Insurance with Endorsements

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. \$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. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

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.

CONTRACT AGREEMENT

PAGE 4 OF 6

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: 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.

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 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 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.

CONTRACT AGREEMENT

PAGE 5 OF 6

8.11 Public contracts with entities engaging in certain boycott activities: By signing this contract, 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.

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

SERVICE CONTRACTOR:

Morrow Contracting Inc. DBA Advanced
Service Plus Plumbing Company

Signature

Signature

William. S. Stimpson
Mayor, City of Mobile

Cathy Moody - President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF Al
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Cathy Moody as President of Morrow Contracting Inc. DBA Advanced Service Plus Plumbing Company 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 29 day of June, 2023.

David A. Galloway
NOTARY PUBLIC

My Commission Expires:

CONTRACT AGREEMENT
PAGE 6 OF 6



SECTION 01000 – SCOPE OF WORK

PLUMBING SERVICE REPAIRS

General:

It is the intent of this specification to provide for all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation and other items as necessary for the performance and successful completion of plumbing services for various City of Mobile buildings and facilities (The Work), on an "as needed" basis, as directed by the City of Mobile, Facility Maintenance Department.

The scope of services shall include, but is not strictly limited to, the following:

- The term “plumbing services”, when used in this specification shall mean the maintenance, removal, repair and/or replacement of all piping, plumbing fixtures, plumbing appliances, plumbing appurtenances, boilers, and other materials and equipment in connection with any of the following:
 - Supply (domestic) water systems
 - Sanitary sewer systems
 - Storm drainage systems
 - Roof drains and drainage piping
 - Plumbing venting systems
 - Heating ventilation and air conditioning systems
 - Steam boilers, hot water boilers, and other water heating systems.
- Plumbing services shall include the unclogging or snaking out of sanitary sewer or other drainage lines and the removal of solid or other waste to an acceptable disposal facility.
- Plumbing services shall also include all labor, material and equipment necessary for the excavation, back-filling and compaction of soil as required for the removal, repair and/or replacement of underground piping, plumbing appliances, or other items.
- All plumbing services shall be performed by Service Contractor’s own forces. This Contract shall not be assignable.
- Service Contractor shall employ, and be capable of providing, multiple service technicians to be able, if required, to respond to multiple requests for service at the same time. Crew size shall be limited to the minimum number of Plumbers and Plumber Helpers (if required) necessary to complete the Work.
- Plumbers and Plumber Helpers shall be “on call” and available to respond to requests for service by the City twenty- four (24) hours a day, seven (7) days a week including holidays. For purposes of billing, the following shall apply:
 1. Regular business hours - Monday through Friday, 8:00 am to 5:00 pm
 2. Overtime - Monday through Friday 5:00 pm to 8:00 am the following day, and weekends, Friday 5:00 pm to Monday 8:00 am
 3. Holidays – Service Contractor’s standard holidays, 5:00 pm prior night to 8:00 am following day

All services shall be billed in accordance with the hourly rates listed in the Schedule of Values section of the Agreement. Maximum response times for services are listed under

Time of Performance, below.

- Plumbers and Plumber Helpers shall be proficient in all phases of the repair or replacement of the plumbing systems listed above. All Plumbers shall be a State of Alabama license Journeyman Plumber.
- All Equipment and tools shall be appropriate for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work.
- Prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to insure the service can be completed in an orderly, safe manner. The successful bidder shall maintain a safe work environment at all times.
- Upon examination, report to the City's representative the existence of unsafe or other conditions which will compromise the performance of the service.
- Materials and equipment required for the successful completion of the Work shall be provided by Service Contractor and billed in accordance with the Unit Prices listed in the Agreement. Quotes for "major" materials or equipment (\$500.00 or more) shall be approved by Owner's Representative prior to ordering materials.
- Upon completion of all plumbing services, remove and properly dispose of all tools, equipment, materials, trash and construction debris and leave work area broom clean.
- Service Contractor shall be responsible for the cleaning, repair, or replacement of any piping, equipment, or adjacent materials or surfaces damaged by Service Contractor during the performance of the service, at no additional cost to the City.
- All plumbing services shall be performed in strict accordance with manufacturers' requirements and all applicable rules, regulations, State and local codes and Federal requirements.
- All work shall be under the direction of the City of Mobile, Facility Maintenance, Mechanical Systems Department. All maintenance and repair service shall be scheduled by the Contract representative.

Time of Performance:

Work hours: Plumbers and Plumber's Helpers shall be "on call" and available to respond to requests for service by the City twenty-four hours a day, seven days a week including holidays. For purposes of billing, the following shall apply:

1. Regular business hours - Monday through Friday, 8:00 am to 5:00 pm
2. Overtime hours - Monday through Friday 5:00 pm to 8:00 am the following day and weekends, Friday 5:00 pm to Monday 8:00 am
3. Holiday hours – Service Contractor's standard holidays, 5:00 pm prior night to 8:00 am following day

Response Times: Maximum response times for Service Contractor to be "on-site" and starting the Work are as follow:

1. Scheduled maintenance and repair service:
 - a) Within twenty-four (24) hours
2. Emergency repair service:
 - a) Monday through Friday between 8:00 am and 5:00 pm - within two (2) hours
 - b) Monday through Friday after 5:00 pm and on weekends and scheduled holidays - within four (4) hours

The Service Request issued by the City of Mobile will indicate whether services are

considered as “scheduled maintenance and repair” or “emergency”.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facility Maintenance Department.

Upon arrival at a facility, the Service Contractor (s) shall check in with the facility manager to make the staff aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facility Maintenance Department representative.

Travel time may be billed for travel to and from the site of the Work within the City limits of the City of Mobile only, and shall be billed at the standard hourly rates listed in the Unit Prices section of the Agreement. Vehicle costs to include truck charges, mileage, and other fees and expenses are not reimbursable. All vehicle costs shall be included in the hourly labor rate as listed in the Unit Price section of the Agreement.

Equipment costs for Service Contractor’s own equipment are not reimbursable. These equipment costs shall be included in the hourly labor rate as listed in the Unit Price section of the Agreement. If rental equipment is required to complete the Work, rental costs shall be billed at the Parts/Material rate as listed in the Unit prices section of the Agreement. The use and costs of rental equipment shall be approved by Owner’s Representative prior to renting equipment.

Payments will be made monthly for completed services upon approval by the Owner of all Work and approval of Service Contractor’s invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facility Maintenance Department.

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor’s direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement. Each service must be invoiced separately.

Miscellaneous Provisions:

Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

END OF SECTION



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-020-23 Current Date 6 / 12 / 23

Project Description Service Contract - Plumbing Services

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 subcontractors will be
utilized. The low-bidder will be determined by the lowest hourly rate and material mark-up
percentage.

Cassie Boatwright

Requested By (Department Director)

(Signature)

Director
(Title)

6/12/23
(Date)

boatwright@cityofmobile.org

Email Address

Telephone Number

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
FACILITY MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT – PLUMBING SERVICES FOR
VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-020-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facility Maintenance Department and dated March 22, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facility Maintenance 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: Morrow Contracting, Inc. DBA Advanced Service Plus Plumbing Company

ADDRESS: P.O. Box 190338 Mobile, AL 36619 **PHONE** 251.662.6010

CITY OF MOBILE BUSINESS LICENSE NUMBER: Plumbing 66349/Contractor 79610

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 059-794

(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, 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. The Contract shall be based on time and material cost with the Total Contract Sum not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00).

1. BASE BID – MAINTENANCE & REPAIR SERVICES - shall be based on the following.

Bidders shall quote hourly labor rate as specified below. The contractor must bid on all of the following items (Hourly rates are to be total cost as stated in the Scope of Work).

Labor Rates: Hourly rates for plumbing services shall be as follows:

Plumber (Licensed Journeyman)

Regular Working Hours

Overtime Hours

\$ 80.00 /hour Eighty dollars per hour
\$ 120.00 /hour One hundred and twenty dollars per hour

Plumber Helper (Apprentice)

Regular Working Hours

Overtime Hours

\$ 34.00 /hour Thirty-four dollars per hour
\$ 49.00 /hour Forty-nine dollars per hour

Parts/Material: for furnishing equipment, parts or other materials:

Service Contractor's Direct Cost plus Ten Percent (10%)

** Direct cost shall be based on invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.*

2. BID INCLUDES:

Addendum Number 1, Dated 4/20/23

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

3. 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 to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. 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: Publix Super Markets, Inc

Company Address: PO Box 548 Lakeland, Florida 33802

Telephone: 904.509.2452 Email: chris.bagley@publix.com

Type of Work: Plumbing Services

Date(s): December 2019 through present

B. Reference #2:

Company Name: Westminster Village
Company Address: 500 Spanish Fort Blvd, Spanish Fort, Alabama 36527
Telephone: 251.626.8585 Email: mitzi.salac@dctslife.org
Type of Work: Plumbing Services
Date(s): November 2011 through present

C. Reference #3:

Company Name: Mobile County Commission
Company Address: P.O. Box 1443 Mobile, AL 36633
Telephone: 251.574.6632 Email: cames@mobilecounty.net
Type of Work: Plumbing Services
Date(s): January 2013 through present

Remainder of page intentionally left blank

7. 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:

Merrow Contracting Inc. Dba Advanced Service Plus Plumbing Company
(Typed)

BY: Cathy Moody
(Signature of Company Officer)

COMPANY OFFICER: Cathy Moody
(Typed)

TITLE President
(Typed)

DATE 5 - 2, 20 23

Sworn to and subscribed before me this 5/2 day of 20 23

David A. Galloway
Notary Public

END OF SECTION





Alabama Secretary of State



| Morrow Contracting, Inc. | |
|--|---|
| Entity ID Number | 000 - 059 - 794 |
| Entity Type | Domestic Corporation |
| Principal Address | THEODORE, AL |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 01/09/1980 |
| Registered Agent Name | MOODY, CATHY |
| Registered Office Street Address | 12129 SONNEBORN
THEODORE, AL 36582 |
| Registered Office Mailing Address | Not Provided |
| Nature of Business | CONSTRUCTION |
| Capital Authorized | \$10,000 |
| Capital Paid In | \$1,000 |
| Incorporators | |
| Incorporator Name | MORROW, KENNETH R |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | VINSANT, ALBERT JR |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | VINSANT, RETHA L |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | MORROW, MARY E |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Annual Reports | |
| <p>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.</p> | |
| Report Year | 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998
1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 |

| Morrow Contracting, Inc. | |
|-------------------------------|--|
| | 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019
2020 2021 2022 |
| Transactions | |
| Transaction Date | 02/14/1983 |
| Legal Name Changed From | Vinsant-Morrow Insurance Contractors, Inc. |
| Transaction Date | 07/02/1992 |
| Legal Name Changed From | Vinsant-Morrow Contractors, Inc. |
| Transaction Date | 04/22/1998 |
| Legal Name Changed From | Manuel & Morrow Contractors, Inc. |
| Transaction Date | 12/05/2008 |
| Miscellaneous Filing Entry | AMENDMENT FILED |
| Transaction Date | 12/08/2008 |
| Principal Office Changed From | MOBILE, AL |
| Transaction Date | 12/08/2008 |
| Registered Agent Changed From | * Added |
| Scanned Documents | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 02/14/1983 Legal Name Change 4 pgs. |
| Document Date / Type / Pages | 07/02/1992 Legal Name Change 4 pgs. |
| Document Date / Type / Pages | 04/22/1998 Legal Name Change 3 pgs. |
| Document Date / Type / Pages | 12/05/2008 Miscellaneous Entry 2 pgs. |
| Document Date / Type / Pages | 12/08/2008 Registered Agent Change 1 pg. |
| | |

New Search

E-Verify



Company ID Number: 468942
Client Company ID Number: 605871

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Morrow Contracting, Inc.

Ron Moody
Name (Please Type or Print)

owner
Title

[Signature]
Signature

10/5/12
Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall

Name (Please Type or Print)

Title

Electronically Signed
Signature

10/04/2012
Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Information Required For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Morrow Contracting, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2023

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

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

| PRODUCER
Valent Group, LLC
1110 Montlilar Drive
Suite 400
Mobile AL 36609 | | CONTACT NAME: Danelle Stokes
PHONE (A/C, No, Ext): (251) 544-7237
FAX (A/C, No):
E-MAIL ADDRESS: dstokes@valentgroup.com | | | | | | | | | | | | | | | | | | | | | |
|--|--------------------------------------|--|-------------------------------|--|--------|------------|--------------------------|-------|------------|---------------------------|--------|------------|--------------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| INSURED
Morrow Contracting Inc
dba Advanced Service Plus Plumbing Company
PO Box 190338
Mobile AL 36619 | | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Owners Insurance Company</td><td>32700</td></tr><tr><td>INSURER B:</td><td>Auto-Owners Insurance Co.</td><td>018988</td></tr><tr><td>INSURER C:</td><td>Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Owners Insurance Company | 32700 | INSURER B: | Auto-Owners Insurance Co. | 018988 | INSURER C: | Safety National Casualty Corporation | 15105 | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Owners Insurance Company | 32700 | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Auto-Owners Insurance Co. | 018988 | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | Safety National Casualty Corporation | 15105 | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: CL2332743673

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|---|--------------------|---------------|-------------------------|-------------------------|------------|---|--|
| A | ☒ COMMERCIAL GENERAL LIABILITY
☐ CLAIMS-MADE ☒ OCCUR
☒ Contractual Liability

GEN'L AGGREGATE LIMIT APPLIES PER:
☐ POLICY ☒ PRO-JECT ☐ LOC
OTHER: | Y | Y | 38397590 | 03/26/2023 | 03/26/2024 | EACH OCCURRENCE \$ 1,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
MED EXP (Any one person) \$ 5,000
PERSONAL & ADV INJURY \$ 1,000,000
GENERAL AGGREGATE \$ 3,000,000
PRODUCTS - COM/OP AGG \$ 2,000,000
\$ | |
| B | AUTOMOBILE LIABILITY
☒ ANY AUTO
☐ OWNED AUTOS ONLY
☐ HIRED AUTOS ONLY
☐ SCHEDULED AUTOS
☐ NON-OWNED AUTOS ONLY | Y | Y | 54397590-00 | 03/26/2023 | 03/26/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
BODILY INJURY (Per person) \$
BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$
\$ | |
| B | ☒ UMBRELLA LIAB ☒ OCCUR
☐ EXCESS LIAB ☐ CLAIMS-MADE
DED ☒ RETENTION \$ 10,000 | Y | Y | 54397590-01 | 03/26/2023 | 03/26/2024 | EACH OCCURRENCE \$ 2,000,000
AGGREGATE \$ 2,000,000
FOLLOW FORM \$
☒ PER STATUTE ☐ OTH-ER | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | Y | 2023-29023/SP4067497 | 01/01/2023 | 01/01/2024 | E.L. EACH ACCIDENT \$ 1,000,000
E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Contractors Errors & Omissions | | | 38397590 | 03/26/2023 | 03/26/2024 | Per Claim \$ 100,000
Aggregate \$ 200,000 | |

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

Project: SC-020-23 Plumbing Services for various City of Mobile Facilities
City of Mobile is included as an additional insured in respect to general liability, automobile liability and umbrella liability as required by written contract. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, auto liability, umbrella liability. 30 day notice of cancellation, non-renewal or material change shall apply(except 10 days for non-payment. In regards to Workers Compensation, by waiving subrogation, the employer and servicing agent may still receive reimbursement from a lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or lawsuit against certificate holder.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of Mobile
PO Box 1827

Mobile AL 36633-1827 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE
<i>Marsha Deane</i></p> |
|---|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.

1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

**1. BLANKET WAIVER OF SUBROGATION
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization 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".

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

**BLANKET WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**
Commercial Umbrella Policy

It is agreed:

CONDITIONS, M. Transfer of Rights of Recovery Against Others To Us is amended. The following provision is added.
When **you** have agreed to waive **your** right of subrogation in a written contract, executed prior to loss, with any person or organization, **we** waive any right of recovery **we** may have against the person or organization

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**.

All other policy terms and conditions apply.

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Service Contract

Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J.** The Service Contractor shall confine operations at each site to areas permitted by the

City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B.** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

 - 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
 - 4) Claims for damages insured by usual personal injury liability coverage;
 - 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7) Claims for bodily injury or property damage arising out of completed operations; and
 - 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.
- B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

- 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the

GENERAL CONDITIONS

PAGE 5 OF 9

work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

| | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single
limit and Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

| | |
|-------------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single
limit Property Damage |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies

GENERAL CONDITIONS

PAGE 7 OF 9

available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor

 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Daniel Davis, Risk Manager and Marc Vassallo, Public Services Director

Sponsored by:

Mayor William S, Stimpson

Purpose and Scope of Project:

To approve 3-year contract with Samsara Inc for dash vehicle camera equipment and services for City vehicles.

Fleet Capital

Amount of Contract:

\$646,426.00

Funding Source

Project #

Project String 70007000 42110

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-----------------------------|------------|-------------|
| 2023 Resolution Samsara | Cover Memo | 6/28/2023 |
| 2023 Samsara Agenda Summary | Cover Memo | 6/28/2023 |
| 2023 Samsara Agreement | Cover Memo | 6/28/2023 |
| 2023 Samsara Insurance | Cover Memo | 6/28/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|-------------------------|----------|--------------------|
| Budget Sapp, Celia | Approved | 7/3/2023 - 9:20 AM |
| | | 7/6/2023 - 2:47 |

| | | | |
|---------------|--------------------|----------|--------------------|
| Legal | Kern, Chris | Approved | PM |
| Legal | Kern, Chris | Approved | 7/6/2023 - 2:48 PM |
| Mayors Office | Montgomery, Brandi | Approved | 7/6/2023 - 5:08 PM |

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Samsara, Inc., for three years, for \$646,426.00 , to provide fleet vehicle camera services and equipment, 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

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.*



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-793868

Issued 06-05-2023

Expires 07-14-2023

Prepared For:

City of Mobile
770 GAYLE ST
MOBILE, Alabama
36604

GSA Contract #: GS-35F-327GA

Quote Summary

Subtotal

Hardware and Accessories

\$0.00

Licenses

License Term – 60
Months

Installation \$70,000.00

Installation (\$70,000.00)

Shipping and Handling \$2,026.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

First Year Payment \$216,826.00

Payments Beginning Year Two \$214,800.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change



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SHIP TO Charles Hines
2851 Old Shell Road
Mobile, Alabama, 36607
United States

| Hardware and Accessories | Quantity | Net Unit Price | Total Price |
|---|----------|----------------|-------------|
| Dual-facing dash-camera, series 3.
HW-CM32 | 500 | \$0.00 | \$0.00 |
| Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles
HW-VG54-NAH | 300 | \$0.00 | \$0.00 |
| Enhanced VG Series J1939 or J1708 (9-pin)
CBL-VG-CJ1939 | 300 | \$0.00 | \$0.00 |
| Vehicle IoT Gateway, model VG54
HW-VG54-NA | 200 | \$0.00 | \$0.00 |
| Enhanced VG Series OBDII J1962 L-mount cable
CBL-VG-COBDII-Y1 | 200 | \$0.00 | \$0.00 |
| Hardware Due | | | \$0.00 |

| Licenses | Quantity | Annual Unit Price | Total Annual Price |
|---|----------|--------------------|--------------------|
| License for Dual-Facing Camera
LIC-CM2-ENT | 500 | \$264.00 | \$132,000.00 |
| | | Annual License Due | \$132,000.00 |

| Bundles | Quantity | Annual Unit Price | Total Annual Price |
|---|----------|-------------------|--------------------|
| License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD
LIC-VG-PS | 500 | \$165.60 | \$82,800.00 |



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| | |
|-----------------------|-------------|
| Annual License
Due | \$82,800.00 |
|-----------------------|-------------|



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Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



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Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid annually (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of



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Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Initial installation services will be provided by an installation partner recommended by Samsara at no cost to the Customer. The time for installation will be mutually agreed upon by Customer, Samsara and any third-party provider as applicable. The Parties agree that to the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services, notwithstanding any acceptance or delivery requirements or delays with respect thereto



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Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature:

Print Name:

Date:

Title:



This Master License and Services Agreement is entered into as of June 28, 2023 (“**Effective Date**”), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 (“**Samsara**”) and City of Mobile, an Alabama municipal corporation and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into it by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 205 Government St, Mobile AL 36602 (“**Customer**” and, collectively with Samsara, the “**Parties**”). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this “**Agreement**”), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

1. **Certain Definitions.** The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 “**Account**” means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 “**Customer Data**” means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 “**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 “**Firmware**” means software embedded in or otherwise running on the Hardware.

1.9 “**Hardware**” means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.

1.10 “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.

1.11 “**License Expiration Date**” means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of the Products or under which Products were originally made available to Customer (“**Initial Term**”), and (ii) the end of the then-active Renewal Term; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.12 “**License Start Date**” means (a) the license start date described in the applicable Order Form; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order: (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to

Customer under the applicable Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships); or (ii) if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term.

1.13 **"Malicious Code"** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.14 **"Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates and/or exchanges data with the Products.

1.15 **"Order Form"** means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.16 **"Pre-Launch Offerings"** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.17 **"Products"** means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.18 **"Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.19 **"Purchase Order"** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.20 **"Quote"** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.21 **"Refund"** means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the

applicable Order Form, including a reseller, Lender, or other third party) pursuant to the terms of this Agreement equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.22 **"Renewal Term"** means any renewal license term of the applicable Products after the Initial Term. If Customer's license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

1.23 **"Samsara Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with this Agreement, and Support Services.

1.24 **"Samsara Software Systems"** means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.25 **"Services"** means the Samsara Software and Professional Services.

1.26 **"Support Services"** means the customer support services described at <https://www.samsara.com/support> and Documentation, but excluding any Professional Services.

2. **Agreement to Terms.** By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara's direct competitor, as determined in Samsara's sole discretion, except with prior written consent.

3. **Changes to Terms.** Samsara may modify the terms of this Agreement at any time, in its sole discretion. If Samsara does so, it will notify Customer in writing. Should Customer continue to use the Products thirty (30) days after Samsara has provided such notice without written objection, Customer will be deemed to have accepted the modified Agreement. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. **License.** Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the

applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and Service Level Agreement in Exhibit B are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Except as otherwise noted in the Quote, Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions,

which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section in Exhibit B.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (ii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under this Agreement.

7.3 Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of

Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under this Agreement. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Products. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Products(i) in order to provide the Products to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Products; including by providing such data to third party services for the aforementioned purposes. Such use shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara

dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty.

Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "Data Protection Addendum" at <https://www.samsara.com/legal/data-protection-addendum> reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

11. Confidentiality.

11.1 Confidential Information.

"**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; (iv) is independently developed by the receiving Party without use or knowledge of or reference to any

Confidential Information of the disclosing Party; or (v) as otherwise required by law subject to the terms of this Section.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy), Customer owns the Hardware on which the Firmware is recorded. Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the Samsara

Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

16. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 Termination for Material Breach. Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 Termination for Non-Appropriation of Funds. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the

applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Class Action Waiver), 21 (Governing Law), and 22 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of Exhibit B (Samsara Hardware Warranty and RMA Policy).

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Indemnification and Limitation of Liability

18.1 General Indemnification. Samsara will indemnify, defend and hold harmless Customer and its Affiliates, officers,

directors, and employees, from and against any and all liabilities, losses, damages, claims, actions, proceedings, suits, costs, or expenses, including reasonable attorney fees for counsel retained by Customer relating to any third-party claims (collectively, "**Losses**"), to the extent directly arising out of any fraudulent, grossly negligent, reckless, or willful act or omission of Samsara or its employees, representatives, agents or contractors.

18.2 Third Party Intellectual Property Indemnification.

Samsara will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Samsara's obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara's right to provide the Products is enjoined or in Samsara's reasonable opinion is likely to be enjoined, Samsara may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided by Customer; or (e) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

18.3 No Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF

SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS

ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.4 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM OR EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

18.5 EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS Rules**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. Customer expressly waives its right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or

other adjudicator will not consolidate more than one person or entity's claims.

21. Governing Law. This Agreement and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to this Agreement or Customer use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business, and both parties consent to the jurisdiction of such courts with respect to any such actions.

22. General Terms.

22.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in this Agreement or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

22.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation,

please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

22.3 Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

22.4 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

22.5 Samsara 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.

22.6 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.

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

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

22.9 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.

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

(3) Or, (in lieu of (1) and (2) above)

Bodily injury and property damage combined –

\$500,000 per occurrence

c. Professional liability insurance: Contractor 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.

d. Workers compensation that meets statutory requirements

22.11 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

22.12 Financed Purchases and Other Payment Arrangements. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this Agreement. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by this Agreement, or Samsara's obligations to you under this Agreement. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take

action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under this Agreement and such Order Form.

22.13 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.

Email: legalnotices@samsara.com

Telephone: (415) 985-2400

Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

22.14 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

SIGNATURES

City of Mobile:

Samsara Inc.

By: _____

By: _____

Name: _____

Name: Ming Tam

Title: _____

Title: Vice President, Legal

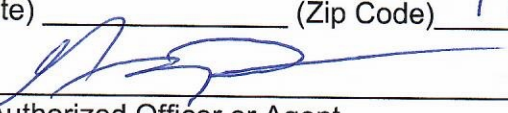
Date: _____

Date: June, 27, 2023

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 27, 2023 in Belmont (city),

California (state) _____ (Zip Code) 94002


Signature of Authorized Officer or Agent

Ming Tam, Vice President, Legal

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the _____ Day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

See Attached

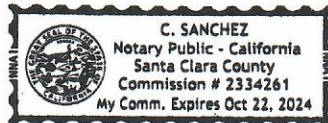
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 27
day of June, 2023, by Ming Tam

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'Ming Tam', written over a horizontal line.

EXHIBIT A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to the Parties' Master License and Services Agreement ("Agreement"). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HARDWARE WARRANTY POLICY

If Customer is experiencing technical issues, please visit our Support Page at www.samsara.com/support, where you will find many resources to help troubleshoot issues, or contact our Customer Support team for technical assistance. Prior to submitting a Hardware Warranty claim pursuant to this Policy, you must first use all reasonable efforts to find a solution on our Support Page linked above and/or contact our Customer Support team and assist in Samsara's troubleshooting efforts.

Scope of the Samsara Hardware Warranty

Samsara stands behind its Hardware. Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a "LIC-" prefix in the applicable SKU) has a warranty that lasts for as long as Customer maintains a valid license for such Hardware.

All other Hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of shipment. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section. Customers are responsible for replacing any batteries for Hardware and shall do so in accordance with any applicable Documentation.

Samsara warrants that, during the applicable warranty period, eligible Samsara Hardware will not malfunction due to a defect in Hardware materials or workmanship under Normal Use Conditions (as defined below), subject to the limitations and conditions set forth in the Terms and this Hardware Warranty Policy section of the Hardware Warranty and RMA Policy (the "Hardware Warranty"). "Normal Use Conditions" means ordinary use as intended under intended conditions in accordance with the Documentation.

Upon Samsara's approval of a warranty claim provided in accordance with this Hardware Warranty Policy section, Samsara will, at its sole discretion, do one of the following (1) repair the Hardware free of charge, (2) replace the Hardware (with the same Hardware or that of substantially similar functionality) free of charge, or (3) to the extent repairing or replacing the Hardware proves commercially unreasonable, terminate the Customer's Order Form(s) for the affected Products and provide a Refund for such Products. To the maximum extent permitted by applicable law, the foregoing constitutes the Customer's sole and exclusive remedy and Samsara's sole and exclusive obligation for any breach of this Hardware Warranty.

This Hardware Warranty only applies to the extent the Customer is up-to-date on its payment obligations. Furthermore, it does not apply (1) to non-Samsara branded products or services, even if sold with Samsara Products; (2) to consumable parts (including batteries), cosmetic damage, normal wear and tear, or aging; (3) if the defect is not reproducible; (4) to circumstances such as accidental or incidental damage, indirect damage, loss, theft, abuse, misuse, misapplication or unauthorized disassembly of or to the Hardware; (5) if the Hardware has been defaced (e.g., the serial number has been removed); (6) if the Hardware is installed, maintained, operated or used in a way that does not comply with the Agreement, Documentation, or other written instructions provided by Samsara; (7) if the defect or damage is caused by an improper voltage supply or the use of third party components, materials, accessories (including cables), products and/or software that are not expressly approved or supplied by Samsara; (8) if the defect or damage is caused by any attempt to service the Hardware other than by Samsara or its representatives; (9) if the defect or damage is caused by the Customer's or its representative's negligence, misuse, neglect, intentional acts or omissions, or breach of its obligations under the Agreement or this Hardware Warranty and RMA Policy; (10) if the Hardware, its functionalities or its capabilities have been altered, modified, repaired or tested by a party other than Samsara or its representatives, and/or without advance written permission of Samsara; and (11) if the Hardware is tampered with or otherwise damaged in a way or by events outside of Samsara's control, such as in the event of a car crash, fire, liquid contact, natural disaster or other external causes.

How to Submit a Warranty Claim

To request a return materials authorization ("RMA") under this Hardware Warranty Returns Policy, please contact Samsara Customer Support or submit an RMA request through the Hosted Software dashboard. When submitting an RMA request, you will need to provide the following information:

- Make and model
- Serial number
- Shipping address

If your RMA request is approved by Samsara, Samsara will provide you with an RMA number and a return shipping label for the defective Hardware units free of charge. We will ship all replacement Hardware once your RMA request has been approved and processed.

You must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing you the return shipping label. If Samsara does not receive the defective Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the defective device and/or charge you, and you agree to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends you a replacement device, Samsara reserves the right to deactivate the defective device.

Upon return of any Hardware under a Hardware Warranty claim, Samsara may delete all data stored on the Hardware. Before submitting your Hardware Warranty claim and returning your Hardware to us, we therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

PRODUCT TRIAL HARDWARE RETURNS

In order to return Hardware units from a Product trial, please contact Customer's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of your trial. If Customer's trial hardware was shipped to a country into which Samsara generally sells Products, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing the applicable Samsara Software Products following Customer's trial, Customer must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of Customer's trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge Customer, and Customer agrees to pay the fees and costs associated with the Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

PRODUCT REFUND REQUESTS

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to Hardware replacements or upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "Refund Exceptions"). All Product returns must meet the following criteria:

- Customer purchased the Product from Samsara or through an authorized Samsara reseller
- Customer is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its Product Refund Request in writing as described below within thirty (30) days of the date of shipment to you of the applicable original Hardware procured under an Order Form
- The Product is in new or like-new condition, as determined by Samsara in its sole discretion

To request a refund under this Product Refund Requests section, please contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If Customer refund request is approved, Samsara will provide Customer with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units Customer is returning no later than thirty (30) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund of any unused pre-paid fees (as applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

HARDWARE UPGRADE OPTION AS NECESSARY FOR RENEWAL LICENSE ENABLEMENT

Upon renewal of Customer's Samsara Software license at the end of its then-active license term for a renewal license term of at least three (3) years, if upgraded Hardware that is generally available to Samsara customers is required to enable material functionality included in Customer's renewal license, Customer shall have the one-time option to receive such upgraded Hardware from Samsara for no additional charge beyond the renewal license fees at the then-applicable pricing. To exercise this option, Customer must notify Samsara in writing prior to the License Expiration Date of Customer's intent to renew such license and exercise such option so that Samsara may determine Customer's eligibility for such Hardware upgrade subject to the aforementioned terms and conditions.

CABLE EXCHANGE POLICY

Customers may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

- Customer submits its Hardware cable exchange request in writing within thirty (30) days of purchase by contacting Samsara Customer Support or by submitting a cable exchange request through the Hosted Software dashboard, unless a longer period is set forth in Samsara's Customer Success policies
- Customer's cable exchange request must include the following information: 1) Product Code/ SKU Number for cables you are returning, as well as quantity, 2) Product Code/ SKU Number for cables being requested, and quantity, 3) Shipping Address for new cables, and 4) Email Address for Return Label
- Samsara must receive the Hardware cables to be exchanged within thirty (30) days of Customer's submission of its exchange request
- Customer must return the Hardware cables to be exchanged in new or like-new condition, as determined by Samsara in its sole discretion

If the above conditions are not met, Samsara reserves the right to charge Customer, and Customer agrees to pay the fees and costs associated with replacing Hardware cables.

EXHIBIT B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) is subject to the Parties’ Master License and Services Agreement (“Agreement”) and sets forth Samsara’s obligations and Customers’ rights with respect to the performance of Samsara’s Hosted Software.

1. Definitions. For purposes of this SLA, the following terms have the meaning ascribed to each term below:

“Downtime” means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and Samsara. Please note that individual Hardware device failures are not considered downtime but may be covered under Samsara’s Hardware Warranty Policy set forth in the Hardware Warranty Policy section of Exhibit A (Samsara Hardware Warranty and RMA Policy).

“Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“Service Credit” means the number of days of license to the Samsara Software that Samsara will credit to Customer in the form of a monetary credit applied to Customer’s invoice after receipt of timely written notice of Samsara’s failure to meet the Service Level Warranty, as required by Section 3 herein (Customer Must Request Service Credit).

2. Service Level Warranty. During the applicable Order Form term, the Hosted Software will have a Monthly Uptime Percentage of at least 99.99% in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under the Agreement or this SLA, then Customer will be eligible to receive a Service Credit as follows:

| Monthly Uptime Percentage | Number of Days of Service Credit |
|---------------------------|----------------------------------|
| < 99.99% – ≥ 99.9% | 3 |
| < 99.9% – ≥ 99.0% | 7 |
| < 99.0% – ≥ 90.0% | 15 |
| < 90.0% | 30 |

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara in writing within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

5. Exclusions. The Service Level Warranty does not apply to any Products that expressly exclude this Service Level Warranty (as stated in the Documentation for such Products) or any Downtime caused in part or in full by any of the following: (i) strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure; (ii) Customer and/or third party equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer's breach of the Agreement or this SLA or improper use of the Products; (iv) a third party cloud-hosting, cellular, or internet service provider; (v) improper installation of or damage to the Hardware or partial or full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely failure(s) in the Firmware or Hosted Software.

6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any failure by Samsara to meet the Service Level Warranty.



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Casi Callaway, Office of Resilience

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize contract with Osprey Initiative, LLC for creation and delivery of litter-free education program to City of Mobile middle school students.

Amount of Contract:

\$35,000

Effective Date of Contract:

8/1/2023

Renewal Date of Contract:

5/31/2024

Funding Source

Project # Litter-Free Education Program

Discretionary Funds

Project String Gen. Fd. 10042070.42070

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------------|-------------------|-------------|
| Resolution Letter | Resolution Letter | 7/13/2023 |
| Contract | Exhibit | 7/13/2023 |
| Cover Letter | Cover Memo | 7/13/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------|--------|------|
|---------------------|--------|------|

| | | | |
|---------------|--------------------|----------|---------------------|
| Public Works | Callaway, Casi | Approved | 7/13/2023 - 1:28 PM |
| Accounting | Province, Scott | Approved | 7/13/2023 - 1:19 PM |
| Legal | Kern, Chris | Approved | 7/13/2023 - 3:07 PM |
| Legal | Kern, Chris | Approved | 7/13/2023 - 3:08 PM |
| Mayors Office | Montgomery, Brandi | Approved | 7/13/2023 - 3:24 PM |

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract between the City of Mobile and Osprey Initiative, LLC in the amount not to exceed \$35,000 to begin upon execution. The contract is to develop and deliver litter-free education programming to sixth grade students across the City of Mobile, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

City Clerk



LITTER-FREE MOBILE EDUCATION PROGRAM

CONSULTANT: OSPREY INITIATIVE, LLC

CONTENTS

| | |
|---|-----------|
| Definitions..... | I |
| Standards..... | II |
| Scope of Work..... | III |
| Mutual Agreement..... | IV |
| Basis of Payment..... | V |
| Indemnity and Insurance Requirements..... | VI |
| E-verify..... | VII |
| Source of Funds for Payment..... | VIII |
| Prohibition of Boycotting..... | IX |
| Anti-Discrimination..... | X |
| Consultant's Fee Schedule..... | Exhibit A |
| Project Closeout Checklist..... | Exhibit B |
| Certifications, Affidavits & Insurance..... | Exhibit C |
| Procurement of Recovered Materials..... | Exhibit D |
| Contract Provisions for non-Federal Entity Contracts Under Federal Awards | Exhibit E |

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 Osprey Initiative, LLC hereinafter called the "CONSULTANT").

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:

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.

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 CONSULTANT setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The firm assigned to perform professional services to develop the Litter-Free Mobile Education Plan. The firm so assigned to this project is **Osprey Initiative, LLC**.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

PROJECT – Litter-Free Mobile Education Program, City of Mobile. The professional services include items as described in Section III of the contract as directed by the City, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT DELIVERY TEAM (PDT) – A combination of City staff and CONSULTANT staff who will make interim and final decisions at each step of the PROJECT.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER.

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services, as outlined in the Scope of Work, in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the standard specifications 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 practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

All terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

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.

III. SCOPE OF WORK

The CONSULTANT has been selected to develop a comprehensive Litter-Free Mobile Education Program to educate middle school students across the City of Mobile about litter in an informative, fun, and engaging way.

The CONSULTANT will regularly meet with the PROJECT MANAGER as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT shall maintain strict review of progress of the project. A monthly task completion report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via email or E-Builder.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work is divided into three project Tasks:

1. Develop Project Management Plan
2. Development of Education Program
3. Osprey Classroom Instruction

The implementation of a litter education program has the potential to reduce littering in three important ways: 1) increase awareness about the impact litter has on the environment and community; 2) install a sense of responsibility and ownership of one's trash, environment, and community, and 3) empower youth to educate others about litter's impacts. Education is key to reducing litter and sharing information is the best way to encourage conscientious stewardship of Mobile.

Task 1 - Development of Program Management Plan

The CONSULTANT and PROJECT MANAGER will first confirm the scope of services, expectations for communications, and respective roles as well as the plan, including timelines for the Education Program's delivery.

- 1) Establish ground rules and define management activities:
 - a. Upon contract award, the CONSULTANT, in coordination with the PROJECT MANAGER, will schedule a project initiation meeting to review the scope of services, proposed schedule, budget, deliverables, and frequency/method of communication.
 - b. The CONSULTANT will use a digital project management system to facilitate communication between CONSULTANT and PROJECT MANAGER.
 - c. CONSULTANT will provide a monthly written report on the status of the tasks and services.
 - d. CONSULTANT will manage and upload a log of the challenges and change requests and provide a detailed account of solutions that can be used for future projects.
- 2) Establish timelines for completion of deliverables over the term of the contract including the following:
 - a. Presentation dates for which schools; and
 - b. Expected number of students reached each month.

Task 1 Deliverables:

- 1) Project Initiation Meeting Agenda
- 2) Project Initiation Meeting Minutes
- 3) Detailed Project Management Plan
- 4) List of confirmed schools and grades of students booked for each
- 5) Meeting minutes and summary of comments from meeting

Task 2 - Development of Education Program

The CONSULTANT will develop the education program to be taught throughout the 2023/2024 academic school year.

- 1) Use Litter Literacy curriculum to design education program:
 - a. CONSULTANT will tailor 20% of the curriculum to the local area and the remaining 80% will be based on national standards.
 - b. CONSULTANT will ensure program is educational, age-appropriate and engaging.
 - c. CONSULTANT will include the modified Escaped Trash Assessment Protocol (ETAP) and other hands-on activities in the program to reinforce the importance of the Litter-Free Mobile message.
 - d. CONSULTANT will develop online pre-test, post-test, secondary post-test, and teacher evaluations.
- 2) Education program design which will include time for review and final approval by the PROJECT MANAGER.

Task 2 Deliverables:

- 1) Draft Educational Presentation Multimedia Elements
- 2) Take-Home Educational Materials
- 3) Complete Curriculum Plan and Learning Objectives

Task 2 – Osprey Classroom Instruction

The primary objective of this task is to present an education program that will meet the identified goals.

- 1) CONSULTANT will measure and compare initial level of litter awareness and environmental understanding among 6th graders using a pre-test before the presentation.
- 2) CONSULTANT will conduct in-school presentations at scheduled schools and host assembly presentations.
- 3) CONSULTANT will distribute a post-test immediately, and a secondary post-test 14-21 days (about 3 weeks) later to assess any information recidivism.

Task 2 Deliverables:

- 1) Final Report of all Tests and Evaluations performed
- 2) Monthly progress reports to Project Manager

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The CONSULTANT 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 PROJECT MANAGER and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT. This contract shall extend to May 31, 2024.

- B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, GIS layers, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, 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 CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the CONSULTANT each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the project period, which is estimated to be May 2024, unless otherwise amended or terminated in accord with other provisions of the contract. If the project period in the agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT's liability for any breach thereof.
- E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this CONTRACT.
- F. The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation, and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional 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 CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g., room rental, audio/visual setup, advertisement), software, printing, research fees, permits, licenses, and taxes.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Exhibit A, CITY agrees to pay the CONSULTANT, as compensation for such professional services, as shown in the Fee Schedule in Exhibit A and it is mutually agreed that compensation to the CONSULTANT will be as follows:

- a. Compensation to the CONSULTANT shall be based on work performed and documented but shall be limited to the completion of the tasks in Exhibit A, which such completion shall be determined by the PROJECT MANAGER. The Fee Disbursement Schedule attached hereto as Exhibit A sets out the maximum amount to be disbursed for work performed under Section III and will be based on the completion of tasks identified in Exhibit A, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed \$35,000.00 (Thirty-Five Thousand Dollars).
- b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to CITY for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consulting firms of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total, and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above-mentioned PROJECT shall not exceed \$35,000.00 (Thirty-Five Thousand Dollars).

CITY or CONSULTANT may request modifications or changes in the Scope of Work as described in Section III. To the extent that the Scope of Work to be performed by CONSULTANT has been affected by such change mutually agreed upon and properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

C. SUBCONTRACTORS

CONSULTANT'S proposal expressed CONSULTANT'S commitment to employ disadvantaged businesses as subcontractors as enclosed in Exhibit D. Consultant agrees to employ subcontractors as provided in Exhibit D, unless adjusted by mutual agreement, and must document evidence of employment of such subcontractors upon presentation of each pay application/invoice.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

B. INSURANCE

For the term of this Agreement, the 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 name the City of Mobile as an additional insured***, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products and complete operations.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
- (2) Property damage liability - \$100,000 each occurrence

Or (in lieu of (1) and (2) above)

- (3) Bodily injury and property damage combined -
\$500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
- (2) Property damage liability \$100,000 each occurrence

Or (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - \$500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

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

d. Professional Liability:

Minimum coverage limits of \$1,000,000 each claim and Policy Aggregate

e. 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.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will 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.

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.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The following language shall be required on the Certificate of Insurance:

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).

The policy endorsements listed below are required and included as Exhibit D. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as 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 the City of Mobile.

- b. Additional Insured - All policies of insurance, except those referenced under paragraph B1, and B2, 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, CONSULTANT shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. CONSULTANT shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. REPRESENTATIVES FOR CITY AND CONSULTANT

The representative(s) for the City of Mobile are:

Casi Callaway, Chief Resilience Officer and Maitland Thull, Resilience Coordinator.

The representative(s) for the CONSULTANT are:

Donald W. Bates, Jr., Owner, Cassie Eldredge, Project Manager, David Kirk, Project Co-Lead, Evelyn DeAngelo, Project Co-Lead/Curriculum Development (Longleaf Consulting).

CONSULTANT IN CHARGE

The individual in charge at the CONSULTANT's firm is:

Donald W. Bates, Jr.

VIII. NOTICES

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

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 the **CONSULTANT**:

Cassie Eldredge, Project Manager
Osprey Initiative, LLC
2350 Halls Mill Rd
Mobile, AL 36606

IX. ENTIRE AGREEMENT

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.

X. 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.

XI. LEGAL COMPLIANCE

The Consultant 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.

XII. 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.

XIII. SEVERABILITY CLAUSE

In case 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.

XIV. OPPORTUNITY TO CONSULT WITH COUNSEL

CONSULTANT acknowledges that they, have had an opportunity to consult with and be represented by counsel of CONSULTANT'S choosing in the review of this Agreement, that they, have been advised by the CITY to do so, that CONSULTANT is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONSULTANT enters into this Agreement freely, without duress or coercion, and based on the CONSULTANT'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONSULTANT further represents and acknowledges that they, have been provided a reasonable period of time within which to review the terms of this Agreement.

XV. 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.

XVI. BREACH

In the event of any breach or apparent breach by Consultant of any of its obligations under the terms of this Agreement, and in the further event that Owner 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, Consultant agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which Owner may incur with respect to Owner'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.

XVII. IMMIGRATION COMPLIANCE (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 CONTRACT and shall be responsible for all damages resulting therefrom

XVIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by the City under this contract is the Office of Resilience budget.

XIX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT 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.

XX. ANTI-DISCRIMINATION

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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

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

CITY OF MOBILE,
A Municipal Corporation

By: _____
William S. Stimpson
Its Mayor

ATTEST:

By: _____
Lisa C. Lambert
Its City Clerk

Osprey Initiative

By: Elinor Marllen
Its: Sr. Project Manager

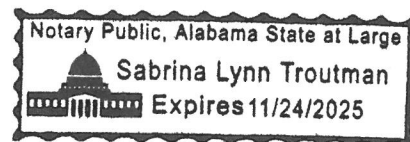
Address: 2350 Halls Mill Rd
Mobile, AL 36606
Telephone: 251-525-9127

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Elinor Marllen, whose name as Sr. project manager of Osprey Initiative, LLC Consulting is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, that he/she as such Sr. project manager and with full authority, executed the same voluntarily for and as the act of said Water Institute of the Gulf on the day the same bears date.

Given under my hand this 13th day of July 2023.

Sabrina Lynn Troutman
Notary Public



EXHIBITS

| | |
|---|-----------|
| Consultant's Fee Schedule..... | Exhibit A |
| Project Closeout Checklist..... | Exhibit B |
| Certifications, Affidavits & Insurance..... | Exhibit C |
| Procurement of Recovered Materials..... | Exhibit D |
| Contract Provisions for non-Federal Entity Contracts Under Federal Awards | Exhibit E |

EXHIBIT A: CONSULTANT’S FEE SCHEDULE

PROJECT – Litter-Free Mobile Education Program

Payment – Payment will be made in two installations, upon receipt of program submission and upon receipt of identification of curriculum and staff to execute. The CONSULTANT will be paid based on the Education Program and the Program Management Plan meeting the PROJECT MANAGER’s expectations. Those two items drive the remainder of the contract and must be completed prior to September 1, 2023. The education program delivery will be conducted through the end of the contract period, May 2024, with detailed and timely monthly reporting showing progress against the Program Management Plan.

| | |
|--|-------------|
| Payment 1: Upon receipt and approval of Education Program | \$15,000.00 |
| Payment 2: Upon receipt and approval of the Detailed Program Management Plan | \$20,000.00 |

Invoicing - CONSULTANT will provide invoices to the CITY once each of the above listed deliverables are complete.

| | |
|---|-------------|
| Invoice 1: Completion and approval of Education Program | \$15,000.00 |
| Invoice 2: Completion and approval of Program Management Plan | \$20,000.00 |

| | |
|--------------------------------------|---------------------------|
| <u>CONTRACT Not to Exceed</u> | <u>\$35,000.00</u> |
|--------------------------------------|---------------------------|

EXHIBIT B: PROJECT CLOSEOUT CHECKLIST

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

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
 - Hard Copy
 - Word
 - PDF
 - Excel
- Hard Copy of Contract Documents:
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction



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

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

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

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____

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: 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. 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 | | \$ | \$ | \$ | | | |

HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY THE CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

INT NAME: _____

GNATURE: _____ (Title) _____ (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Cassandra Eldredge (affiant) who, being duly sworn says as follows:

Project Manager of Osprey Initiative.

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 project manager for Osprey 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 project manager is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1315487.

Carl Eliff

Project Manager of Osprey Initiative

Sworn to and subscribed before me this the 13th day of July, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Sabrina Lynn Troutman
Signature and Seal of Notary Public

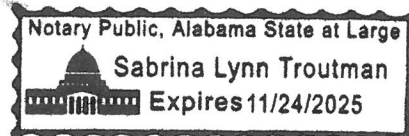


EXHIBIT D: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that

the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2023

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

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

| | | |
|--|--|---------------|
| PRODUCER
Cadence Insurance
760 Howard Avenue 2nd Floor
Biloxi MS 39530 | CONTACT NAME: Lisa Joiner | |
| | PHONE (A/C, No, Ext): 228-436-5038 FAX (A/C, No): 228-256-8908 | |
| | E-MAIL ADDRESS: lisa.joiner@cadenceinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Nautilus Insurance Company | 17370 |
| INSURED
Osprey Initiative, LLC
651 Olive Avenue
Fairhope AL 36532 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 376240585

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 | ECP203817911 | 5/26/2023 | 5/26/2024 | EACH OCCURRENCE \$ 1,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
MED EXP (Any one person) \$ 5,000
PERSONAL & ADV INJURY \$ 1,000,000
GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000
\$ |
| | AUTOMOBILE LIABILITY
☐ ANY AUTO
☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS
☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$
BODILY INJURY (Per person) \$
BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$
\$ |
| A | ☒ UMBRELLA LIAB ☒ OCCUR
☐ EXCESS LIAB ☐ CLAIMS-MADE
☐ DED ☐ RETENTION \$ | | | FFX204058210 | 5/26/2023 | 5/26/2024 | EACH OCCURRENCE \$ 4,000,000
AGGREGATE \$ 4,000,000
\$ |
| | 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)

Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile, AL
205 Government Street
Mobile AL 36644

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.



OSPRINI-01

NICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2023

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

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

| | | | |
|--|---|-----------------------|---------------|
| PRODUCER License # 0C36861
San Diego-Alliant Insurance Services, Inc.
701 B St 6th Fl
San Diego, CA 92101 | CONTACT NAME: Nicole Ick | | |
| | PHONE (A/C, No, Ext): (619) 541-4832 | FAX (A/C, No): | |
| | E-MAIL ADDRESS: Nicole.Ick@alliant.com | | |
| INSURED

Osprey Initiative, LLC
c/o Personnel Management Inc.
242 Lynbrook Blvd
Shreveport, LA 71106 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Liberty Mutual Insurance Company | | 23043 |
| | 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 | | | | | | |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | | | | | | | MED EXP (Any one person) \$ |
| | | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | | GENERAL AGGREGATE \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | |
| | OTHER: | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | |
| | ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ |
| | ☐ DED ☐ RETENTION \$ | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC5-39S-703065-023 | 5/18/2023 | 5/18/2024 | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | Y | N/A | | | X PER STATUTE ☐ OTH-ER ☐ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Amy Nelson



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

| | | | |
|--|---|------------------------------------|------------------------|
| PRODUCER

Brenda Simkins State Farm
1303 S. Market St.
Pascagoula, MS 39567 | CONTACT NAME: Amanda McCarra
PHONE (A/C, No, Ext): 228-762-4822
E-MAIL ADDRESS: amanda@brendasimkins.com | FAX (A/C, No): 844-659-7628 | |
| | INSURER(S) AFFORDING COVERAGE
INSURER A : State Farm Mutual Automobile Insurance Company
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F : | | NAIC #
25178 |
| INSURED
Osprey Initiative, LLC
651 Olive Ave.
Fairhope, AL 36532-2833 | | | |

| | | |
|---|----------------------------|-------------------------|
| 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 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 \$
\$ |
| | AUTOMOBILE LIABILITY
☒ ANY AUTO OWNED AUTOS ONLY
☐ HIRED AUTOS ONLY
☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 442 2877-D01-01
531 8512-B17-01 | 04/01/2023
02/17/2023 | 10/01/2023
08/17/2023 | COMBINED SINGLE LIMIT (Ea accident) \$
BODILY INJURY (Per person) \$ 250,000
BODILY INJURY (Per accident) \$ 500,000
PROPERTY DAMAGE (Per accident) \$ 500,000
\$ |
| | 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)

| | |
|---|--|
| CERTIFICATE HOLDER
City of Mobile
205 Government St.
Mobile, AL 36602 | 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
Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent. |
|---|--|

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July 13, 2023

Dear Councilmembers:

The purpose of this resolution is to approve a contract with Osprey Initiative, LLC to create a comprehensive litter education plan and implement it in middle schools across the City of Mobile. The consultant is charged with creating a plan that will motivate and engage the students while educating them about the harm littering causes to their community and environment. The plan will relay the message of "One Mobile Litter-Free" in an informative and fun manner that will encourage the proliferation of the message for a better, cleaner City of Mobile. The total amount of the contract is \$35,000.00 and the funding comes from the Office of Resilience Budget.

The Scope of Work includes a project management plan, creation and development of an education program, and classroom instruction in the selected middle schools. The Consultant will work with the middle schools in the City of Mobile to best reach their students through assemblies, classroom instruction, and multimedia and take-home curriculum. The Consultant will conduct pre- and post-tests to assess the impact and reach of the program.

If you have any questions or need additional information, please do not hesitate to reach out. Thank you in advance for your review.

Sincerely,

A handwritten signature in black ink, appearing to read 'Casi Callaway', with a stylized flourish at the end.

Casi (kc) Callaway
Chief Resilience Officer



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management and Carleen Stout-Clark, Deputy Director of Real Estate Asset Management.

Sponsored by:

Councilmembers Penn & Gregory and Mayor Stimpson

Purpose and Scope of Project:

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|--------------------|-------------------|-------------|
| Cover Letter | Cover Memo | 7/7/2023 |
| Resolution | Resolution Letter | 7/7/2023 |
| Easement Agreement | Backup Material | 7/7/2023 |
| MAP | Exhibit | 7/7/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|--------------------------------|----------|---------------------|
| Real Estate Boatwright, Cassie | Approved | 7/10/2023 - 9:59 AM |
| | | 7/11/2023 - 5:27 |

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
7/13/2023 - 2:34
PM



July 6, 2023

Dear Councilmembers:

Attached to this memo is a recreational easement between the City of Mobile and The Mobile Area Water & Sewer System (MAWSS) to provide future access to the Three Mile Creek Greenway Trail. The associated recreational easement will allow the City to construct three portions of the trail between the Japanese Gardens and the trail head at Dr. Martin Luther King Avenue.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches, and commercial areas. This easement continues the current efforts of constructing this ADA compliant biking and pedestrian path along Three Mile Creek.

We look forward to continued communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmembers Gina Gregory and Corey Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts an Easement Agreement from the, the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of Alabama, as needed for the Three Mile Creek Greenway Trail.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

City Clerk

EASEMENT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS EASEMENT AGREEMENT is made and entered into as of the 29th day of June, 2023, by and among the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of Alabama (the "Grantor"), and the **CITY OF MOBILE**, a Municipal Corporation organized and existing under the laws of the State of Alabama (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is owner of certain property located in Mobile County, Alabama, which property is more particularly described on "Exhibit A," titled Easement Segment 1-Tract 3 as shown on "Exhibit A(1)," on "Exhibit B," titled Easement Segment 7N-Tract 2 as shown on "Exhibit B(1)," and on "Exhibit C," titled Easement Segment 5-Tract 2 as shown on "Exhibit C(1)," attached hereto and hereinafter collectively referred to as the "Easement Areas"; and

WHEREAS, the City of Mobile has developed a City-wide plan for a greenway recreational trail and land preservation purposes along various creeks, floodplains, and other areas in the City, including the Easement Areas; and

WHEREAS, the Grantee has requested and the Grantor is agreeable to granting perpetual non-exclusive easements over the Easement Areas for the limited uses set forth herein;

NOW, THEREFORE, Grantor, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, hereby conveys unto the said Grantee perpetual non-exclusive easements over the Easement Areas for public active or passive green space, including the right to maintain and make improvements approved by Grantor to the Easement Areas.

The grant herein shall be at all times subject and subordinate to the rights and needs of Grantor to operate and maintain its water and sewer system facilities.

GRANTOR AND GRANTEE agree as follows:

1. Any and all costs and expense of constructing, improving and maintaining the greenway recreational trail in the Easement Areas shall be borne by Grantee, its agents or assigns. These are non-exclusive easements and Grantor shall always have the right to enter the Easement Areas, but Grantor shall not have the obligation to conduct any of the foregoing activities all of which are the sole obligation of Grantee.
2. It is understood by the parties that both Grantor and Grantee fall within the provisions of Alabama Code Sections 35-15-1 et. seq and 35-15-20 et. seq.
3. The parties agree that Grantor's business operations are paramount to the Grantee and the public's use of the Easement Areas. Grantor reserves the right to continue to use the Easement Areas for its business operations and reserves the right to modify the Easement Areas as needed for the benefit of its business operations.
4. The parties contemplate the use of the Easement Areas by the general public; however, Grantee shall not have the right to grant easements over the Easement Areas to any third party without prior written consent of Grantor.
5. Grantee shall be responsible for complying with all federal, state, and local statutes, codes, or regulations applicable to its construction of improvements on the Easement Areas.
6. All water and sewer infrastructure owned by Grantor, located above and/or below ground, shall be identified, noted, and protected on construction plans for Grantee's improvements in the Easement Areas.
7. Grantor, in the necessary operation and maintenance of its sewer or water infrastructure may require the removal of any structures, features, or improvements which are constructed or placed upon the Easement Areas by Grantee, and such removal or replacement costs shall be at the sole expense of the Grantee.

8. Grantee, its agents and employees, in the construction, maintenance, and use of any improvements in the Easement Areas, will not be permitted to interfere with the operation and maintenance, nor alter the capacity or function of any water or sewer infrastructure owned by Grantor. Any damage to Grantor's water or sewer infrastructure resulting from activities or use of the Easement Areas by the Grantee, its agents and employees, will be repaired and/or replaced to Grantor's design capacity and function existing at the time of the damage, at Grantee's expense.

9. Any and all lands and/or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Grantee to a condition substantially the same as existed immediately prior to said disturbance. Grantee must establish vegetation or provide other means of erosion control on all areas disturbed by any its activities on the Easement Areas and any erosion caused by its activities must be repaired by Grantee. The foregoing obligations of Grantee will all be performed at no cost to the Grantor.

10. Except as otherwise provided herein, Grantee does hereby obtain all rights and privileges necessary or convenient for use of said Easement Areas.

11. Grantor makes no representations or warranties, expressed or implied, as to the status of title or the physical condition of the Easement Areas, and expressly disclaims the foregoing. Grantee accepts the Easement Areas AS IS.

12. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

[Signature Pages Follow]

BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE, a
Public Corporation

By [Signature]
Its: Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bud McCrory whose name as Director of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 29th day of June, 2023.

Christie Pomeroy
Notary Public, State of Alabama
My Commission Expires: 11/12/2023

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2023.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By _____
William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert, City Clerk

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

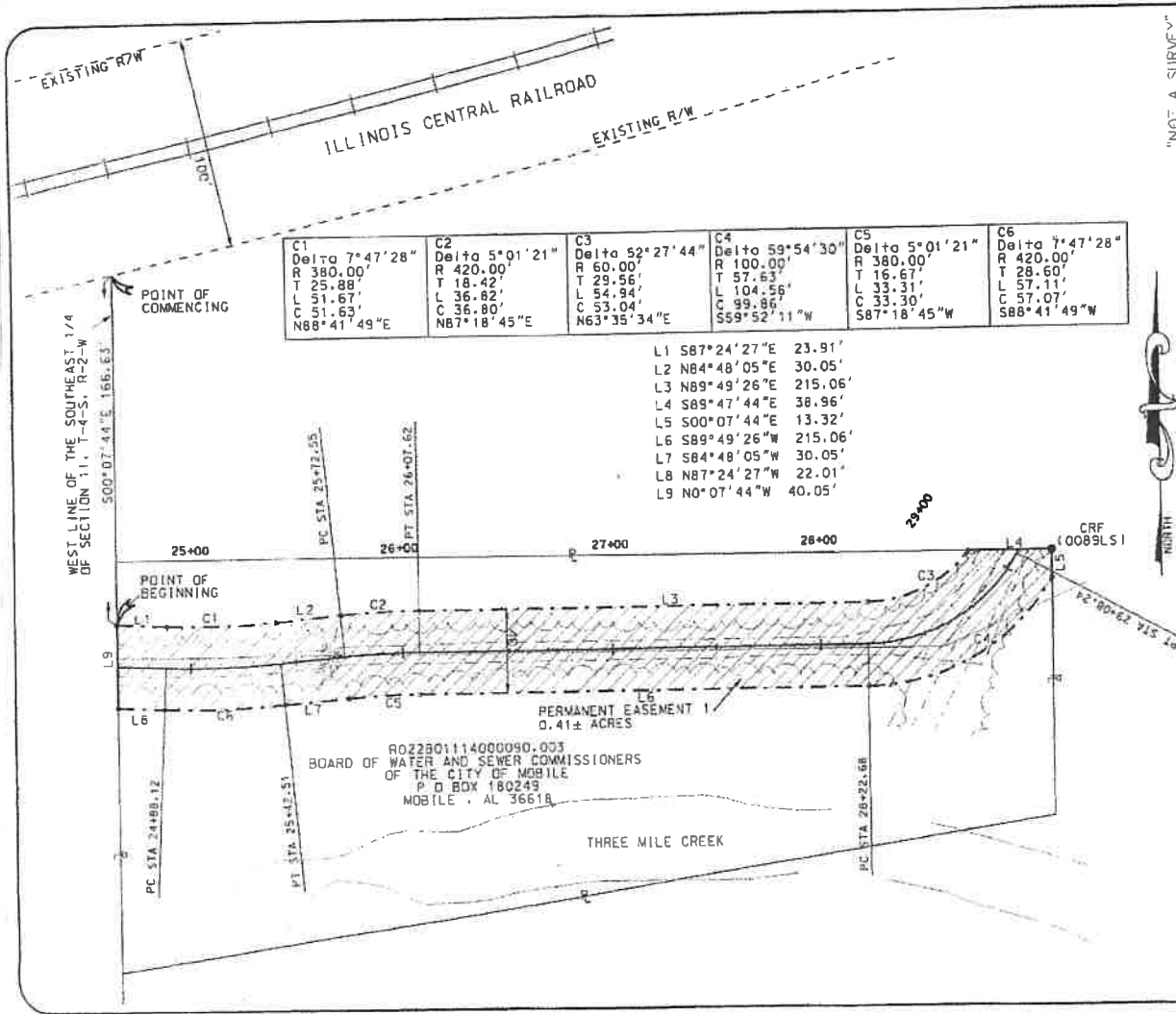
This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

Easement Segment 1 – Tract 3
Mobile Greenway Initiative

STATE OF ALABAMA
COUNTY OF MOBILE

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE ILLINOIS, CENTRAL RAILROAD AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP-4-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 0°07'44" EAST, ALONG SAID WEST LINE 166.63 FEET TO A POINT ON THE GRANTORS WEST PROPERTY LINE AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH 87°24'27" EAST, 23.91 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 51.67 FEET (THE CHORD BEARS NORTH 88°41'49" EAST, AND MEASURES 51.63 FEET); THENCE RUN NORTH 84°48'05" EAST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 36.82 FEET (THE CHORD BEARS NORTH 87°18'45" EAST, AND MEASURES 36.80 FEET); THENCE RUN NORTH 89°49'26" EAST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 54.94 FEET (THE CHORD BEARS NORTH 63°35'34" EAST, AND MEASURES 53.04 FEET); THENCE RUN SOUTH 89°47'44" EAST, 38.96 FEET; THENCE RUN SOUTH 0°07'44" EAST, 13.32 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 104.56 FEET (THE CHORD BEARS SOUTH 59°52'11" WEST, AND MEASURES 99.86 FEET); THENCE RUN SOUTH 89°49'26" WEST, 215.06 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 33.31 FEET (THE CHORD BEARS SOUTH 87°18'45" WEST, AND MEASURES 33.30 FEET); THENCE RUN SOUTH 84°48'05" WEST, 30.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 57.11 FEET (THE CHORD BEARS SOUTH 88°41'49" WEST, AND MEASURES 57.07 FEET); THENCE RUN NORTH 87°24'27" WEST, 22.01 FEET; THENCE RUN NORTH 0°07'44" WEST, 40.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.41 ACRES MORE OR LESS.



"NOT A SURVEY"

PERMANENT EASEMENT 1

SEC 11, T-4-S, R-2-W MOBILE AL.

SCALE: 1"=60'
DRAWN BY: RCL
DATE: 02-16-2023
JOB NO. M5710-2183
APPROVED BY: MJM
SHEET 1 OF 1

McCrary Williams

Engineers & Surveyors
3507 INTERNATIONAL DRIVE, SUITE C, MOBILE, ALABAMA 36686
PHONE (251) 476-7730 FAX (251) 476-7731

"EXHIBIT B"

Easement 7N-Tract 2
Mobile Greenway Initiative

State of Alabama)

County of Mobile)

Beginning at the "reference iron" capped rebar (CA0085LS) located at the south end of the west property line of Lot 1, Boltz Lane Subdivision, Resubdivision of Lots 1 & 2, as recorded in Instrument 2018058701 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North 20°-01'-17" West along the west line of said Lot 1 a distance of 78.81 feet; thence run North 45°-10'-31" East a distance of 94.95 feet to a metal fence; thence run North 65°-12'-44" East along said metal fence a distance of 150.40 feet; thence run North 63°-48'-24" East along said metal fence a distance of 153.21 feet; thence run North 60°-58'-48" East along said metal fence a distance of 135.69 feet; thence run North 60°-57'-01" East along said metal fence a distance of 262.81 feet; thence run North 60°-01'-30" East a distance of 241.47 feet; thence run North 42°-54'-55" East a distance of 128.27 feet; thence run North 55°-30'-07" East a distance of 63.40 feet to the east line of said Lot 1 and the west right-of-way line of Boltz Lane (35' r/w); thence run South 39°-10'-12" East along the east line of said Lot 1 and along said west right-of-way line a distance of 66.60 feet to a capped rebar (CA0085LS); thence run South 57°-15'-37" West a distance of 97.71 feet; thence run South 59°-25'-07" West a distance of 149.35 feet; thence run South 60°-44'-15" West a distance of 101.92 feet; thence run South 58°-50'-40" West a distance of 104.89 feet; thence run South 61°-07'-40" West a distance of 150.42 feet; thence run South 57°-23'-34" West a distance of 98.63 feet; thence run South 58°-27'-11" West a distance of 152.11 feet; thence run South 57°-34'-57" West a distance of 155.35 feet; thence run South 53°-03'-31" West a distance of 163.38 feet; thence run South 52°-41'-16" West a distance of 72.92 feet to the Point of Beginning. The described parcel contains 7.89 acres, more or less.

THIS IS NOT A BOUNDARY SURVEY

LEGEND

| | |
|--------------------|-------------------------------|
| CRF | CAPPED REBAR FOUND (CA0085LS) |
| SSFM | SANITARY SEWER FORCE MAIN |
| SS | SANITARY SEWER GRAVITY LINE |
| Wrought Iron Fence | WROUGHT IRON FENCE |
| Tree Line | TREE LINE |
| OHU | OVERHEAD UTILITY LINE |
| UP | UTILITY POLE |

R02-29-07-42-0-004-310.000

R02-29-02-44-0-003-095.000

BOARD OF WATER & SEWER

COMMISSIONERS OF THE CITY OF MOBILE

P.O. BOX 180249

MOBILE, AL 36618

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N20°01'17"W | 78.81' |
| L2 | N45°10'31"E | 94.95' |
| L3 | N65°12'44"E | 150.40' |
| L4 | N63°48'24"E | 153.21' |
| L5 | N60°58'48"E | 135.69' |
| L6 | N60°57'01"E | 262.81' |
| L7 | N60°01'30"E | 241.47' |
| L8 | N42°54'55"E | 128.27' |
| L9 | N55°30'07"E | 63.40' |
| L10 | S39°10'12"E | 66.60' |
| L11 | S57°15'37"W | 97.71' |
| L12 | S59°25'07"W | 149.35' |
| L13 | S60°44'15"W | 101.92' |
| L14 | S58°50'40"W | 104.89' |
| L15 | S61°07'40"W | 150.42' |
| L16 | S57°23'34"W | 98.63' |
| L17 | S58°27'11"W | 152.11' |
| L18 | S57°34'57"W | 155.35' |
| L19 | S53°03'31"W | 163.38' |
| L20 | S52°41'16"W | 72.92' |

LOT 1
BOLTZ LANE SUBDIVISION,
RESUBDIVISION OF LOTS 1 & 2
INST 2018058701

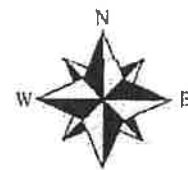
PROPOSED
TRAIL

PROPOSED EASEMENT
LINE RUNS ALONG
EXISTING METAL FENCE

PROPOSED
EASEMENT
1.321 ACRES

TOP OF SLOPE
THREE MILE CREEK

POINT OF
BEGINNING



1" = 100'

EASEMENT 7N-2
MOBILE GREENWAY INITIATIVE
THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022
EXHIBIT B - 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

LEGEND

- CRF CAPPED REBAR FOUND (CA0085LS)
- SSFM SANITARY SEWER FORCE MAIN
- SS SANITARY SEWER GRAVITY LINE
- WROUGHT IRON FENCE
- TREE LINE
- OHU OVERHEAD UTILITY LINE
- UP UTILITY POLE

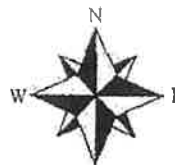
R02-29-07-42-0-004-310.000
 R02-29-02-44-0-003-095.000
 BOARD OF WATER & SEWER
 COMMISSIONERS OF THE CITY OF MOBILE
 P.O. BOX 180249
 MOBILE, AL 36618

LOT 1
 BOLTZ LANE SUBDIVISION,
 RESUBDIVISION OF LOTS 1 & 2
 INST 2018058701

PROPOSED
 TRAIL

PROPOSED
 EASEMENT
 1.32± ACRES

TOP OF SLOPE±



1" = 100'

EASEMENT 7N-2
 MOBILE GREENWAY INITIATIVE
 THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022
 EXHIBIT B - 2 OF 2

"EXHIBIT C"

Easement Segment 5-Tract 2
Mobile Greenway Initiative

State of Alabama
County of Mobile

Beginning at the southwest corner of Lot 6, Friebrook Place, as recorded in Map Book 25, Page 23 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run North $03^{\circ}-23'-16''$ East along the east line of said Lot 6 a distance of 46.15 feet; thence run South $48^{\circ}-45'-54''$ East a distance of 158.93 feet; thence run South $76^{\circ}-49'-29''$ East a distance of 44.50 feet; thence run South $51^{\circ}-19'-12''$ East a distance of 89.75 feet to the west right-of-way line of Mobile Street (80' r/w); thence run southwardly along said west right-of-way line and along the arc of a curve to the right (having a delta of $01^{\circ}-40'-06''$, a radius of 2,824.79 feet, a chord bearing of South $01^{\circ}-06'-29''$ East, and a chord length of 82.24 feet) an arc distance of 82.25 feet; thence run North $53^{\circ}-58'-28''$ West a distance of 154.58 feet; thence run North $43^{\circ}-59'-29''$ West a distance of 161.55 feet to the Point of Beginning. The described parcel contains 0.37 acre, more or less.

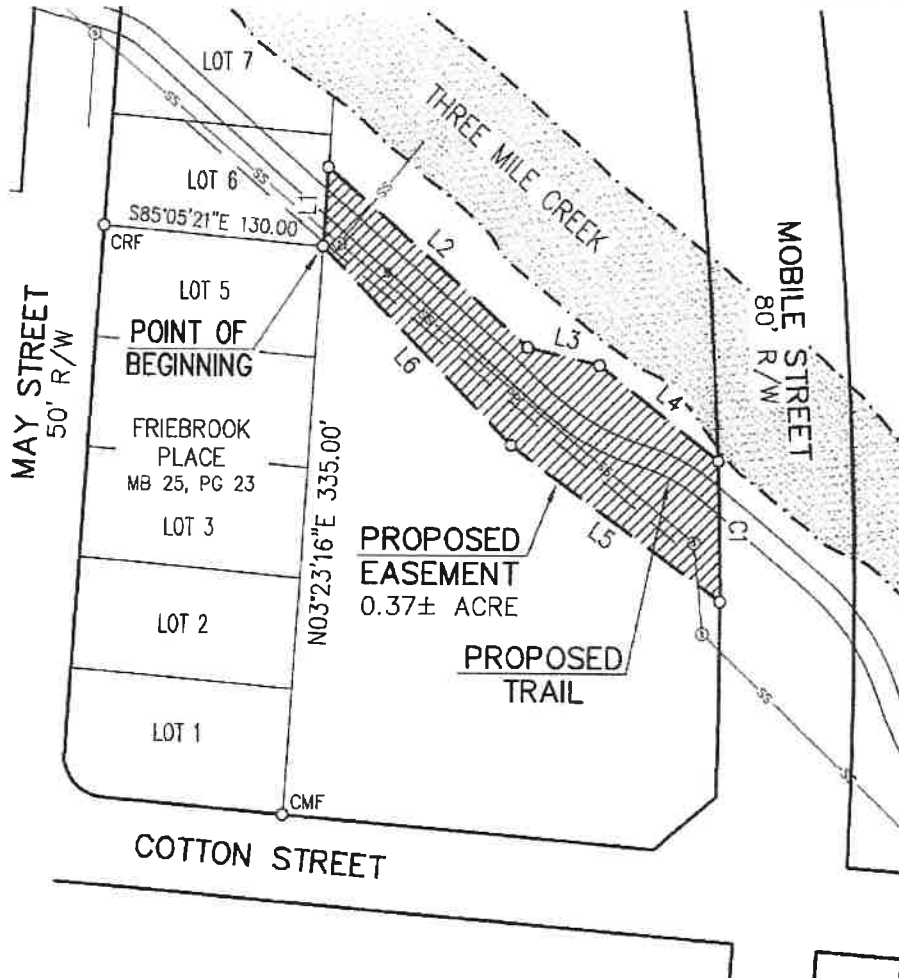
THIS IS NOT A BOUNDARY SURVEY

| CURVE | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|-------------|-----------|------------|---------------|--------------|
| C1 | 01°40'06" | 2,824.79' | 82.25' | S01°06'29"E | 82.24' |

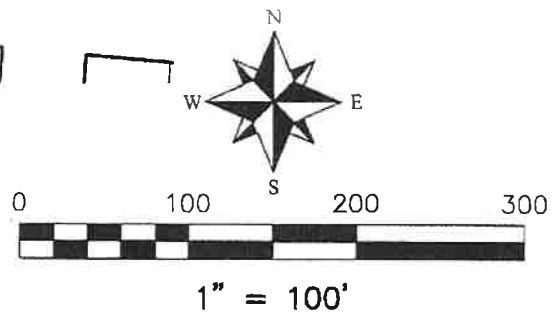
LEGEND

CRF CAPPED REBAR FOUND (POLY)
 CMF CONCRETE MONUMENT FOUND
 SS SANITARY SEWER LINE

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | N03°23'16"E | 46.15' |
| L2 | S48°45'54"E | 158.93' |
| L3 | S76°49'29"E | 44.50' |
| L4 | S51°19'12"E | 89.75' |
| L5 | N53°58'28"W | 154.58' |
| L6 | N43°59'29"W | 161.55' |



R02-29-07-23-0-001-002.000
 BOARD OF WATER AND SEWER
 COMMISSIONERS OF THE CITY OF MOBILE
 PO BOX 180249
 MOBILE, AL 36618



EASEMENT 5S-2
 MOBILE GREENWAY INITIATIVE
 THREE MILE CREEK TRAIL, 2018 CIP

SEPTEMBER 9, 2022
 EXHIBIT B

Three Mile Creek - MAWSS Easements

Exhibit A - Segment 1 Tract 3 - Key 1913362

Exhibit B - Segment 7 Tract 2 - Key 707480 & 835902

Exhibit C - Segment 5 Tract 2 - Key 763891

A

Key #1913362 - Adjacent to Japanese Garden

B

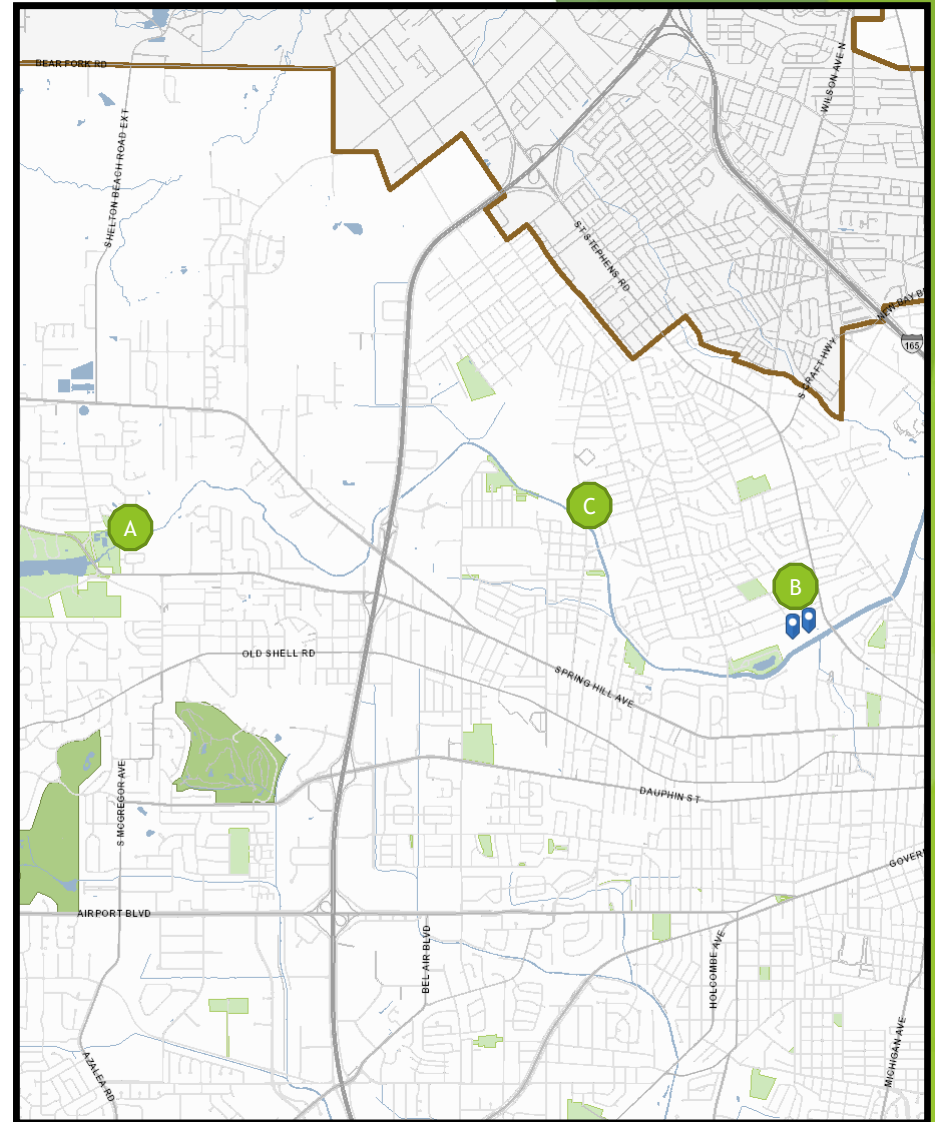
Key #707480 - Pleasant Avenue

B

Key #835902 - Pleasant Avenue

C

Key #763891 - Cotton and Mobile Street





AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

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 Harry Russell Clark

Amount of Contract:

n/a

Effective Date of Contract:

7/25/2023

Funding Source

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

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 - Clark | Resolution Letter | 7/11/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|-----------------|----------|---------------------|
| Legal | Barfield, Becky | Approved | 7/11/2023 - 4:10 PM |
| | | | 7/11/2023 - 4:13 |

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
7/13/2023 - 2:53
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Harry Russell Clark, 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\D011\P005\00117751.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

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 Matthew Jones and Wiley Jones

Amount of Contract:

n/a

Effective Date of Contract:

7/18/2023

Funding Source

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

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 - Jones | Resolution Letter | 7/6/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|----------------------------|----------|---------------------|
| Legal Barfield, Becky | Approved | 7/6/2023 - 12:39 PM |
| | | 7/6/2023 - 2:48 |

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
7/6/2023 - 5:08
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Matthew Jones and Wiley Jones, 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\D006\P005\00117648.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

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 Jim Nagy and Lindsay Nagy

Amount of Contract:

n/a

Effective Date of Contract:

7/25/2023

Funding Source

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

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 - Nagy | Resolution Letter | 7/13/2023 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|-----------------|----------|---------------------|
| Legal | Barfield, Becky | Approved | 7/13/2023 - 3:04 PM |
| | | | 7/13/2023 - 3:08 |

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
7/13/2023 - 3:25
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Jim Nagy and Lindsay Nagy, 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\D013\P006\00117807.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
7/13/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/13/2023 - 9:15
AM

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 258 North Hamilton Street and 263 North Franklin Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 15th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 258 North Hamilton Street and 263 North Franklin Street from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

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

Lisa C. Lambert
City Clerk

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

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

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

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

The classification of said property is hereby changed from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District. and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in T-4, a mixed-use district of low intensity, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a T-4, a mixed-use district of low intensity until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 26th day of July, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **258 North Hamilton Street and 263 North Franklin Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in T-4 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in T-4 districts until the following conditions have been complied with: **1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

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

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

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

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

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

The classification of said property is hereby changed from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District. and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in T-4, a mixed-use district of low

intensity, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **T-4, a mixed-use district of low intensity** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**Hampton Park at Downtown North Subdivision (Kim Knowles, Knowles
Development Group, Inc, Applicant)
258 North Hamilton Street and 263 North Franklin Street
Council District 2
William Carroll**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of **Kim Knowles, Knowles Development Group, Inc**, for a change in zoning from **T-4, a mixed-use district of low intensity** and **T-5.1, a mixed-use district of medium intensity** to **T-4, a mixed-use district of low intensity** in the **Downtown Development District** for the property located at **258 North Hamilton Street and 263 North Franklin Street**.

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; 2) Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 20, 2023

Zeke Hudson
Rowe Engineering & Surveying
3502 Laughlin Drive
Suite B
Mobile, Alabama 36693

**Re: 258 North Hamilton Street and 263 North Franklin Street
ZON-UDC-002527-2023**

Hampton Park at Downtown North Subdivision
Kim Knowles, Knowles Development Group, Inc.
District 2

Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

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

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

After discussion, the Planning Commission determined that the following criteria prevail to support the Regulating Plan amendment request:

- A) Consistency.** The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake.** There was a mistake or error in the original Regulating Plan;
- C) Compatibility.** The proposed amendment is compatible with:
 - The current development trends in the vicinity of the subject property;
 - Surrounding land uses;
 - Neighboring properties; and
 - Maintaining property values.
- D) Health, Safety and General Welfare.** The proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity.** The infrastructure is in place to accommodate the proposed amendment;

- F) **Change.** Changing conditions in a particular area make an amendment necessary and desirable; and
- G) **Benefits Consideration.** The amendment will be in the City's and the larger community's best interests.

As such, the Planning Commission voted to recommend Approval of the Regulating Plan amendment to the City Council, subject to the following conditions:

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

The advertising fee for this application based on the current legal description is \$394.06. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____

Bert Hoffman

Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE



Re: **258 North Hamilton Street & 263 North Franklin Street**
Hampton Park at Downtown North Subdivision
ZON-UDC-002527-2023

Kim Knowles, Knowles Development Group, Inc.
District 2

Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

Dear Applicant(s)/ Owner(s):

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

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

The proposed zoning district is Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION
May 25, 2023
PUBLIC HEARING NOTICE



Re: **258 North Hamilton Street & 263 North Franklin Street**
Hampton Park at Downtown North Subdivision
ZON-UDC-002527-2023

Kim Knowles, Knowles Development Group, Inc.

District 2

Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.**, to consider the above referenced application.

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

The proposed zoning district is Rezoning from T-4, a mixed-use district of low intensity and T-5.1, a mixed-use district of medium intensity to T-4, a mixed-use district of low intensity in the Downtown Development District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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



City of Mobile • Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Planned Development**

Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

Have you provided the required information on the corresponding checklist? ☒ Yes ☐ No

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

| | Applicant | Agent (If Applicable) |
|-----------------|--|-----------------------|
| Name: | Kim Knowles | N/A |
| Firm: | Knowles Development Group, Inc. | |
| Phone: | (251) 581-2100 | |
| Email: | KimLRKnowles@gmail.com | |
| Address: | 853 Dauphin Street Mobile, AL 36602-1212 | |

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

| | Owner | Design Professional |
|----------|--|---------------------|
| Name: | Kim Knowles | |
| Firm: | Knowles Development Group, Inc. | |
| Phone: | (251) 581-2100 | |
| Email: | KimLRKnowles@gmail.com | |
| Address: | 853 Dauphin Street Mobile, AL 36602-1212 | |

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

| | |
|--|--|
| 258 N Hamilton St and 263 N Franklin St Mobile, AL 36602 | 11,381 sq ft +/- or 0.26 ac +/- |
| Property Address
022906400003104. & 022906400003095. | Property Area (acres or square feet) |
| Parcel Number(s) or Key Number(s)
T4 and T5.1 | T4 |
| Present Zoning or Transect District | Proposed Zoning or Transect District (if applicable) |

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

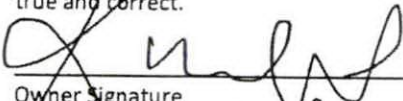
This requirement applies to any of the following applications:

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

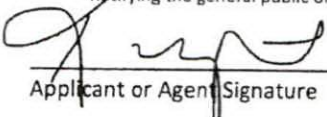
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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.

| | |
|---|-----------|
|  | 5/15/2023 |
| Owner Signature | Date |
|  | 5/15/2023 |
| Applicant or Agent Signature (if applicable) | Date |

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

| | |
|---|-----------|
|  | 5/15/2023 |
| Applicant or Agent Signature | Date |

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|---|---|
| ☒ Planning Commission Application | ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
| ☐ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☒ Boundary Plan | |

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

This project is a lot line move to enlarge an existing lot and to add access to an existing lot which currently is not allowed a curb cut for driveway.

Once complete, the project will add permanent residence to the area and will cover what is now vacant land. The property will also be in walkable distance to the downtown area and everything it has to offer.

Downtown

Future Land Use Map (FLUM) Designation

T4

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

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

This project will allow the current lots to be utilized for single family dwellings.

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

As currently configured this subdivision will allow development of property to single family dwellings.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Revised February 2023

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

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

Single family dwellings

2. Describe the surrounding land uses.

Single family dwellings

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

Developer sees no adverse impacts as surrounding property is sparsely developed family housing. This project would add family housing and would be consistent to current neighboring properties.

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

Utilities are in place to handle additional development.

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

This project once complete, will add permanent residence to the area and will cover what is now vacant land.

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

This rezoning request is to clear split zoning for a subdivision application. Proposed rezoning from T5.1 to T4 on both lots.

**Application Submission
Contact Information**

Name of Project Hampton Park at Downtown North

Address 258 N Hamilton St and 263 N Franklin St Mobile, AL 36602

Owner Knowles Development Group, Inc.

Address 853 Dauphin Street Mobile, AL Zip Code 36602-1212

Phone (251) 581-2100 Fax N/A Email KimLRKnowles@gmail.com

Authorized Agent N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Rowe Engineering & Surveying

Address 3502 Laughlin Drive, Suite B, Mobile, AL Zip Code 36693

Phone 251-666-2766 Fax 251-660-1040 Email zeke@roweengineering.com

Architect Gant Group & Associates, LLC

Address 656 Dauphin Street, Mobile, AL Zip Code 36602

Phone (251) 377-8457 Fax N/A Email cgant@gantllc.com

Submitted by:  _____
Signature _____ Print Cecil "Zeke" Hudson

4/3/2023 _____
Date _____ Affiliation to project/Organization PLS/Rowe Engineering & Surveying

LEGAL DESCRIPTION

STATE OF ALABAMA)

COUNTY OF MOBILE)

Commencing at the Southeast intersection of Congress Street and North Hamilton Street in the City of Mobile, run South 22°-04'-02" East and along the East right-of-way line of said North Hamilton Street (50 foot right-of-way), a distance of 70.00 feet to the Point of Beginning of the property described herein; thence continue South 22°-04'-02" East and along said East right-of-way line, 39.96 feet to the Northwest corner of property conveyed by instrument recorded in Real Property Book 2395, Page 559, Probate Court Records, Mobile County, Alabama; thence North 67°-40'-47" East and along the North line of said property, 201.51 feet to the Northeast corner of property conveyed by instrument recorded in Real Property Book 4911, Page 574, said Probate Records; thence North 20°-30'-36" West and along the West right-of-way line of North Franklin Street (50 foot right-of-way), a distance of 69.60 feet to a point on the South line of property conveyed by instrument recorded in Land Records Book 7654, Page 568, said Probate Records; thence South 68°-35'-12" West and along the South line of said property, 107.00 feet to a point on the Eastern line of by property conveyed instrument recorded in Real Property Book 5523, Page 683, said Probate Records; thence South 22°-04'-12" East and along said East property line, 30.00 feet to the Southeast corner of said property; thence South 67°-39'-25" West and along the South line of said property, 94.50 feet to the Point of Beginning.

Joel & Christine Glass
10621 Sandpiper Drive
Houston, TX 77096

DCR Investments, Inc
C/o Lovett's Funeral Chapel
404 Dr Martin L King Jr Ave
Mobile, AL 36603-5954

Freddie M White
5280 Mossberg Dr E
Theodore, AL 36582

Barbara Ervin & Delores Davis
c/o Tiawatta Ervin
7720 Thomas Rd Apt 406
Mobile, AL 36695

Knowles Development Group, Inc.
853 Dauphin Street
Mobile, AL 36602-1212

Elnora Glover
C/o Lagail Bettis
625 Draper Street
Mobile, AL 36617

City of Mobile
C/o Real Estate Department
P.O. Box 1827
Mobile, AL 36633-1827

Gregory W Robinson
261 N Franklin St
Mobile, AL 36604-6455

Marquette Rackley
259 N Franklin St
Mobile, AL 36603-6455

Audrey M. Lymon
425 Congress St
Mobile, AL 36603

Wendell Quimby
P.O. Box 6673
Mobile, AL 36660-0673

Alienor Properties, LLC
256 N Franklin St
Mobile, AL 36603-6456

Congress-Franklin Development
Company, LLC
8845 Dawes Lake Rd N
Mobile, AL 36619-4345

City of Mobile
C/o Office of City Clerk
205 Government Plaza
Mobile, AL 36644

Clanford & Anita Pierce
351 Congress St
Mobile, AL 36603

Dunn Building Company, LLC
520 Saraland Blvd S
Saraland, AL 36571-2819

Cross Property Resource, LLC
1001 August St
Mobile, AL 36604-3007

Nobles Rentals, LLC
C/o Theresa Nobles
6902 Providence Estate Dr S
Mobile, AL 36695-4612

Kenneth Baggette
& William Burtkiewicz
P.O. Box 6956
Mobile, AL 36660-0956

International Longshoreman's
Association Local 1410
505 Dr. Martin Luther King Jr Ave
Mobile, AL 36603

Mobile Benevolent Association of
Longshoremen
505 Davis Ave
Mobile, AL 36603

James Williams, Walter Nettles
& Paul Clemon as Trustees
505 Dr. Martin Luther King Jr Ave
Mobile, AL 36601

Christian Benevolent
201 N Hamilton St
Mobile, AL 36603

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



Agenda Item #: 4

SUB-002482-2023 & ZON-UDC-002527-2023

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Regulating Plan Amendment](#)

DETAILS

Location:

258 North Hamilton Street and 263 North Franklin Street

Subdivision Name (as applicable):

Hampton Park at Downtown North Subdivision

Applicant / Agent (as applicable):

Kim Knowles, Knowles Development Group, Inc.

Property Owner:

Knowles Development Group, Inc.

Current Zoning:

T-5.1 Sub-district of the Downtown Development District and T-4 Sub-district of the Downtown Development District

Proposed Zoning (as applicable):

T-4 Sub-district of the Downtown Development District

Future Land Use:

Downtown

Applicable Codes, Policies, and Plans:

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

Schedule for Development (as applicable):

Not Applicable

Proposal:

- Subdivision approval to create two (2) legal lots of record;
- Amendment of Regulating Plan from T-5.1 and T-4 to T-4
- **Note:**
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

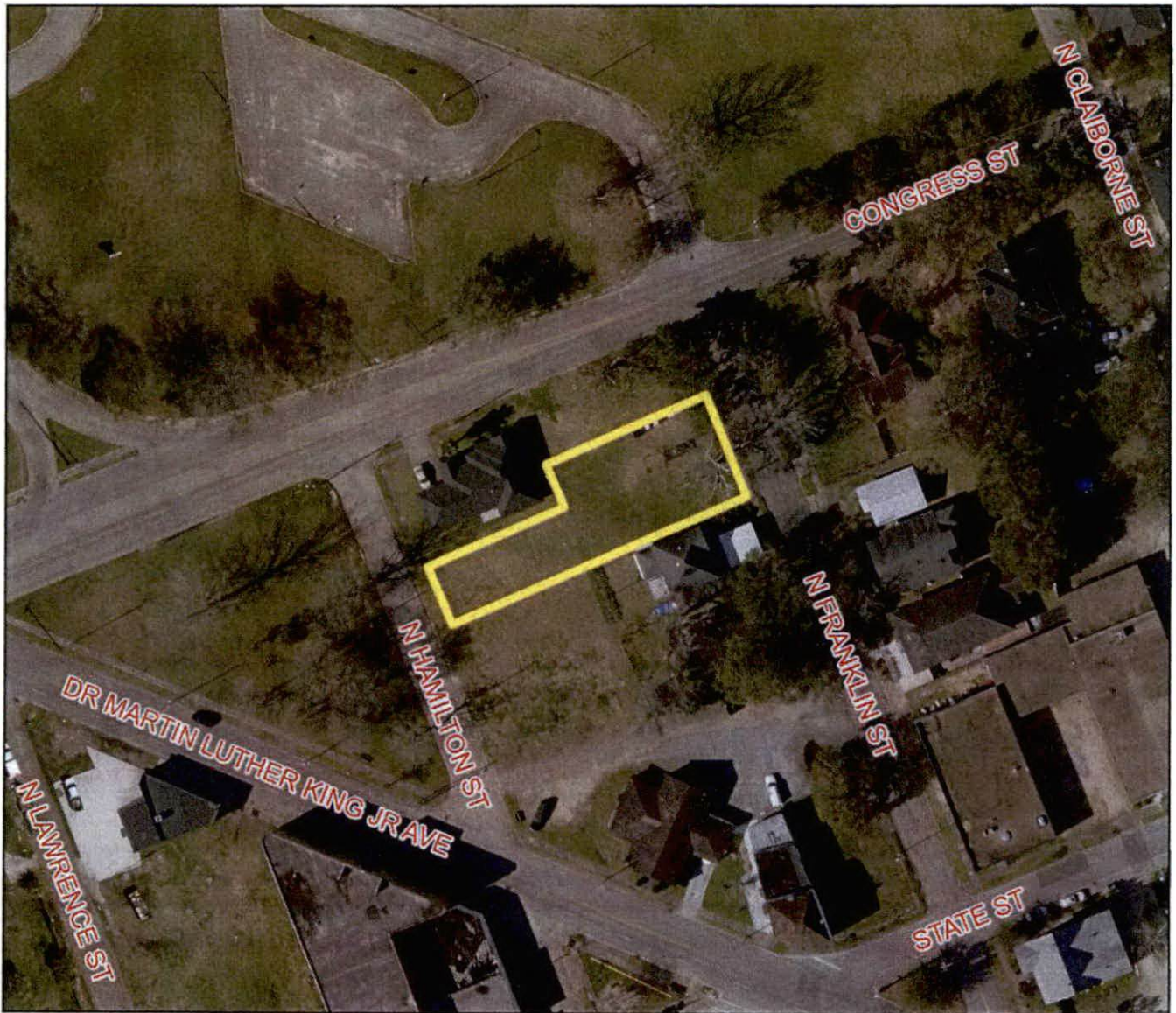
Commission Considerations:

1. Subdivision proposal with seven (7) conditions; and
2. Amendment of Regulating Plan with three (3) conditions.

Report Contents:

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

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units and miscellaneous commercial units.

| | | | |
|--------------------|--|------|---------------|
| APPLICATION NUMBER | 4 | DATE | June 15, 2023 |
| APPLICANT | Hampton Park at Downtown North Subdivision | | |
| REQUEST | Subdivison, Rezoning from T-4 and T-5.1 to T-4 | | |



SITE HISTORY

The property located at 258 North Hamilton Street was the subject of a one-lot Subdivision (Kimberlyn Downs Estates Subdivision) approved by the Planning Commission at its October 6, 2022 meeting, which has not been recorded in Probate Court, nor has it expired.

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Show and label all flood zones. New maps went into effect on June 5, 2020.
- C. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
- D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 30 - #70) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND lot 2 – NONE.
- E. Revise NOTE #13 from “All proposed detention...” to “All existing and proposed detention...”
- F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The applicant is proposing a Subdivision to create two (2) legal lots of record from two (2) metes-and-bounds parcels. As the proposed Subdivision would result in the proposed Lot 2 being split-zoned (T-5.1 and T-4), an application to amend the Regulating Plan has been submitted as well so that the entire site will be T-4, if approved. The Kimberlyn Downs Estates Subdivision was approved in October 2022, with a condition that the approved lot (258 North Hamilton Street) not be allowed a curb-cut to North Hamilton Street due to the primary frontage not meeting the 40-foot minimum width to allow a curb-cut. The current application proposes to provide that property with a secondary street frontage, therefore allowing a possible curb-cut to North Franklin Street to access the property.

The site has frontage on North Hamilton Street and North Franklin Street, both minor streets with curb and gutter, and existing compliant rights-of-way, making no dedications necessary. It should also be noted that each street is a "B" street, per the Downtown Development Street Hierarchy.

The proposed lot sizes are provided in square feet and acres, and if approved, should be retained on the Final Plat.

The preliminary plat shows a 25-foot minimum building setback along both frontages; however, the DDD limits setbacks to a maximum of 12-feet in T-4 sub-districts. If approved, the Final Plat should depict a 0-foot minimum and a 12-foot maximum setback rather than the 25-foot minimum building setback depicted on the preliminary plat.

It should be noted that as proposed, Lot 2 is uniquely shaped. There are several uniquely shaped properties in the area, some of which are metes-and-bounds parcels and some of which are legal lots of record.

As proposed, Lot 1 will be 50-feet wide, and is therefore wider than the minimum width of 42-feet for properties on T-4 districts to have a curb-cut. Proposed Lot 2 is 39.95-feet wide along North Hamilton Street, and approximately 19-feet wide fronting North Franklin Street. Therefore, if approved, both lots are allowed one curb-cut to North Franklin Street, with driveways limited to a maximum of 10-feet in width within the front setback along the frontage.

Rezoning

The applicant is proposing to maintain the existing T-4 zoning for the proposed Lot 1, and wishes to amend the Regulating Plan for the Downtown Development District, so that the proposed Lot 2 will be T-4 as well.

Abutting the site to the North, South, East and West, are T-5.1 and T-4, with the T-5.1 fronting North Hamilton Street, and T-4 fronting North Franklin Street. The immediately adjacent properties are developed residentially, or are vacant. Proposed Lot 2 is to be developed with a residential dwelling, if approved.

No sidewalks are shown along the North Hamilton Street or North Franklin Street. Sidewalks will be required at the time of development, unless a waiver is approved.

It should be noted that the subject site is not located within a historic district, and therefore does not require review by the Architectural Review Board. As the site is located within the DDD, an application must be submitted to the Consolidated Review Committee (CRC) for review prior to the issuance of building permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of all right-of-way widths as depicted on the preliminary plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Placement of a note on the Final Plat stating that Lots 1 and 2 are allowed one (1) curb-cut each to North Franklin Street;
4. Compliance with all Engineering comments noted in this staff report;
5. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

REGULATING PLAN AMENDMENT CONSIDERATIONS

Standards of Review:

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

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

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

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map (Regulating Plan); and
- Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any, in the vicinity of the subject property;
 - Surrounding land uses;
 - Would adversely impact neighboring properties; or
 - Cause a loss in property values.

- **Health, Safety and General Welfare.** Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- **Capacity.** Whether the infrastructure is in place to accommodate the proposed amendment; and
- **Change.** Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- **Benefits Consideration.** In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

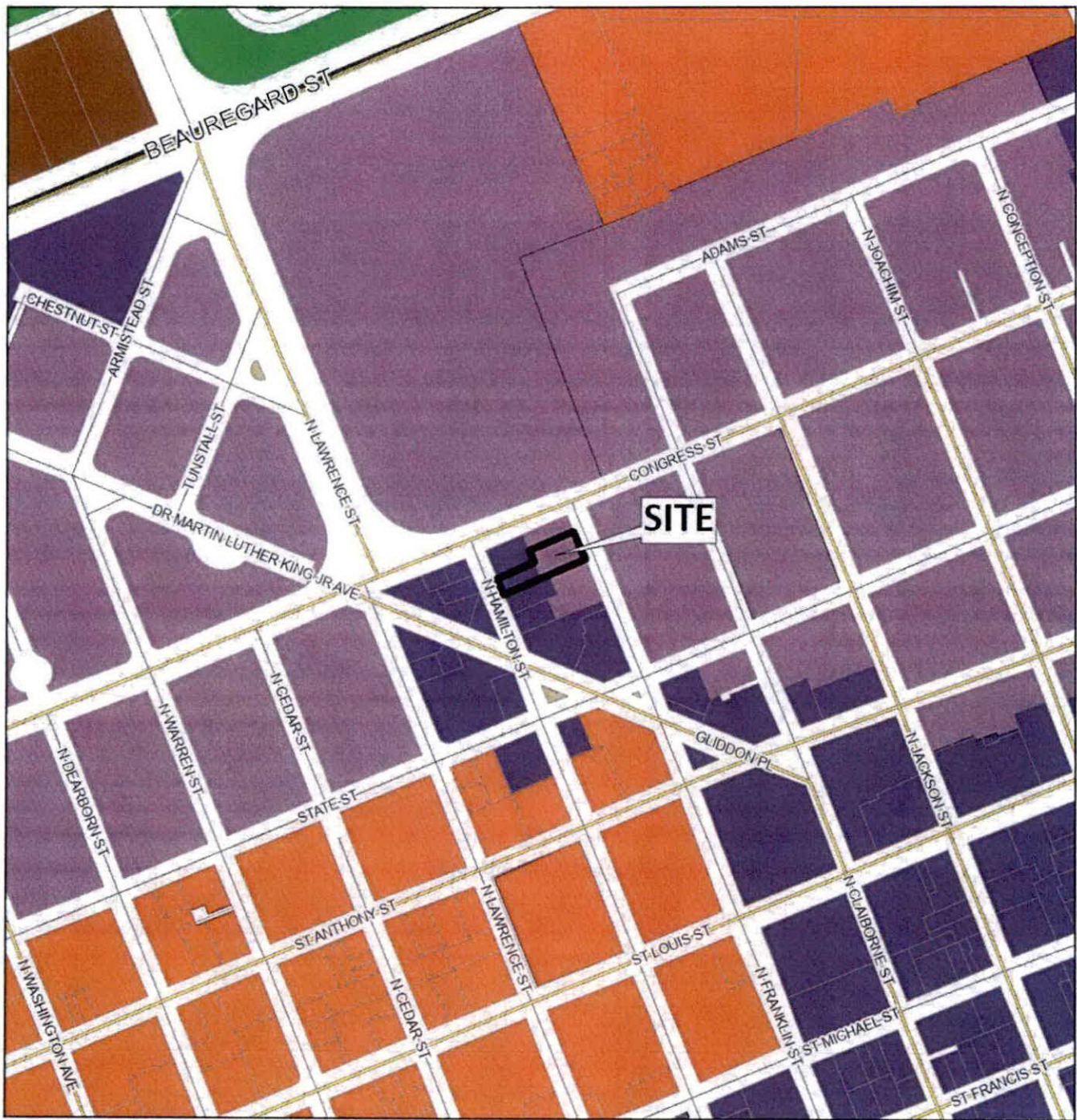
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE June 15, 2023
APPLICANT Hampton Park at Downtown North Subdivision
REQUEST Subdivision, Rezoning from T-4 and T-5.1 to T-4



FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE June 15, 2023

APPLICANT Hampton Park at Downtown North Subdivision

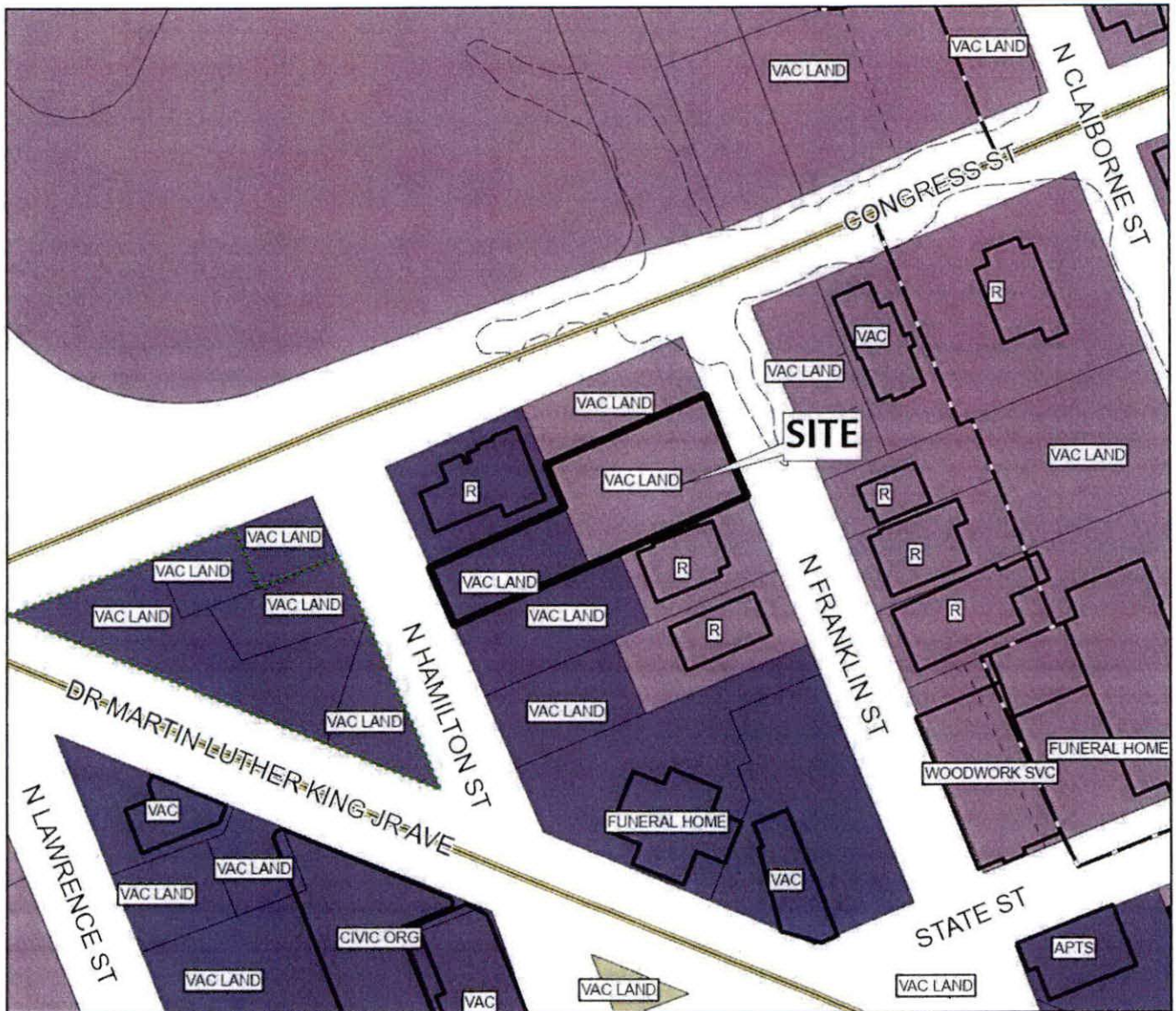
REQUEST Subdivision, Rezoning from T-4 and T-5.1 to T-4

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units and miscellaneous commercial units.

APPLICATION NUMBER 4 DATE June 15, 2023

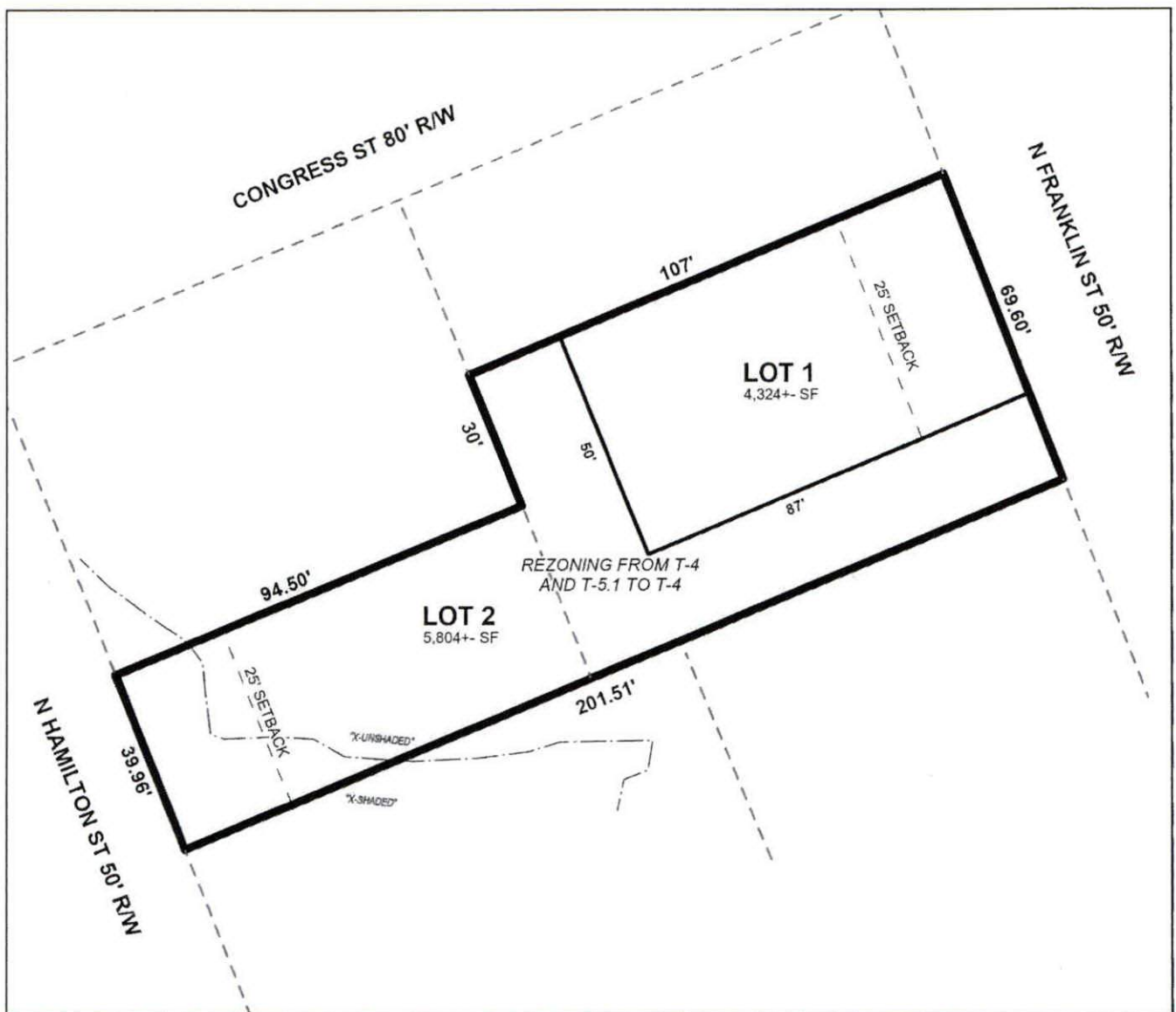
APPLICANT Hampton Park at Downtown North Subdivision

REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4

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



SITE PLAN



The site plan illustrates the proposed lots, setbacks, and flood zone.

APPLICATION NUMBER 4 DATE June 15, 2023
 APPLICANT Hampton Park at Downtown North Subdivision
 REQUEST Subdivison, Rezoning from T-4 and T-5.1 to T-4



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

Zoning District Correspondence Matrix

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

DOWNTOWN (DT)

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the City's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 du/ac); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7, active Downtown Mobile.

Development in the DT district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.



AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

| Description | Type | Upload Date |
|-------------|------------|-------------|
| packet | Cover Memo | 7/13/2023 |

REVIEWERS:

| Department Reviewer | Action | Date |
|---------------------------|----------|-------------------------|
| City Clerk Gauthier, Lana | Approved | 7/13/2023 -
10:28 AM |

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF A PORTION OF A
PORTION OF A US HIGHWAY 90 WEST SERVICE ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of a U. S. Highway 90 West Service Road.

The adoption of such resolution will be considered by the Mobile City Council on the 15th day of August, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Councilmember

WHEREAS, TVH FARMS LLC, ("Petitioner"), is the owner of certain lands which abut a portion of a right of way situated in the City of Mobile, Alabama, hereinafter described;

WHEREAS, Petitioner has filed a Petition with the City Council of the City of Mobile (the "City Council") requesting that the City Council adopt a resolution to vacate a portion of said right of way on;

WHEREAS, it has been shown to the satisfaction of the City Council that Petitioner is the sole property owner abutting said City of Mobile right of way, that the same is not needed as a right of way in the City of Mobile, Alabama, that the vacation of same will not deprive any other property owner a right to convenient and reasonable ingress and egress to and from any other property, and that it would be to the best interest of the City Council to vacate the same;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that its assent be and it is hereby given to TVH FARMS LLC, to the vacation and closing by them of the portion of the right of way of the City of Mobile, Alabama more particularly described as follows:

Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R/W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less.

Adopted:

City Clerk

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on this the ____ day of _____, 2021.

IN WITNESS WHEREOF, I have herein to set my hand on the official seal of the Mobile City Council on this the ____ day of _____, 2021.

Name:
City Clerk



CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

April 19, 2023

Mr. Thomas B. Clark, P.E.
Executive Vice President
Clark, Geer, Latham and Assoc., Inc.
3901 Spring Hill Avenue
Mobile, AL 36608

Dear Mr. Clark:

Please see the attached memo from the City of Mobile's Planning & Zoning Department regarding your request for a vacation of an approximately 50-foot wide by 100-foot long segment of a service road associated with US Highway 90 West.

Sincerely,

Lana Pafenbach-Gauthier
Assistant City Clerk



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

April 11, 2023

To: Lana Gauthier

C: File
Planning & Zoning

From: Margaret Pappas / bh

Re: Vacation of a segment of a US Highway 90 West service road

The proposed vacation request is for an approximately 50-foot wide by 100-foot long segment of a service road associated with US Highway 90 West.

The proposed vacation area is part of a larger site that was part of a one-lot Subdivision request Tentatively Approved by the Planning Commission at its February 18, 2021 meeting. It appears that the approval granted by the Planning Commission has expired, **thus a new application to the Planning Commission will be required**, and approval obtained, prior to the signing of the Final Plat.

The Planning and Zoning Department otherwise has no objection to the vacation of the right-of-way.



February 19, 2021

Mr. William Latta, P.E.
Clark, Geer, Latham & Associates, Inc.
3901 Spring Hill Ave
Mobile, AL 36608

Re: Traffic Impact Study for Vacation Request
5755 US Highway 90 West
TVH Farms, LLC

Dear Sir:

In accordance with City of Mobile Ordinance 57-029-2020, Section 1(A)(3)(d), a traffic impact study is required with a petition to vacate a paved street or public way open to vehicular traffic. The above referenced address is adjacent to a portion of the US Highway 90 West service road that is maintained by the City of Mobile. The portion of service road requested to be vacated is the southernmost portion of open roadway and will not adversely impact the orderly flow of traffic on this service road. All adjacent properties will maintain the same level of access.

It is the opinion of this department that an independent traffic impact study is not required for this specific vacation request.

Should you need any additional information, please call (251) 208-2960.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer White', is written over a light blue horizontal line.

Jennifer P. White, P.E.
Traffic Engineering Director

Gauthier, Lana

From: Lewis, Rhonda
Sent: Tuesday, June 27, 2023 1:47 PM
To: Gauthier, Lana
Cc: Stout, Carleen
Subject: Hwy 90 Service Road Vacation

Good afternoon, Lana,

Carleen is swamped and asked me to send this along! Please see below our calculation based on **2023** tax assessor values of unimproved land and sf for the two key numbers involved in this petitioned vacation.

Real Estate does not object to the vacation. I do make the following observations regarding the petition:

1. The survey they attached is a preliminary subdivision survey that is not clear – if there are other dimensions to the land that are different than the tax assessor, they are not legible.
2. The original petition is from 2021 (petitioner states the original was misplaced) which contain varying dates, ie from utility companies.
3. I'm sure this is not a big deal, but just pointing out that the Declaration document has a typo in the title - it reads "Five" and should read "Fifty." This is pg. 8 of your attachment from the petitioner.

Thanks for all you do! If there are any questions or if we can provide any assistance, let us know.

Hwy 90 Service Road Vacation

| Adjoining Properties | Tax assessor Fair Unimproved Mkt Value 2023 |
|------------------------|---|
| Lot 1, Key No. 2699191 | \$ 175,300 |
| Lot 2, Key No. 3221775 | \$ 56,000 |
| | |
| | |

Rhonda D. Lewis
Real Estate Specialist
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama 36633
(251) 208-7537 (ph)
rhonda.lewis@cityofmobile.org



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

April 11, 2023

To: Lana Gauthier

C: File
Planning & Zoning

From: Margaret Pappas / bh

Re: Vacation of a segment of a US Highway 90 West service road

The proposed vacation request is for an approximately 50-foot wide by 100-foot long segment of a service road associated with US Highway 90 West.

The proposed vacation area is part of a larger site that was part of a one-lot Subdivision request Tentatively Approved by the Planning Commission at its February 18, 2021 meeting. It appears that the approval granted by the Planning Commission has expired, **thus a new application to the Planning Commission will be required**, and approval obtained, prior to the signing of the Final Plat.

The Planning and Zoning Department otherwise has no objection to the vacation of the right-of-way.

Gauthier, Lana

From: Hoffman, Bert
Sent: Friday, April 14, 2023 11:57 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Theodore Vet Hospital

Follow Up Flag: Follow up
Flag Status: Flagged

The applicant needs to be made aware of the need to apply again for Subdivision review, so you can send the memo to them.

Bert Hoffman

Long Range Planning
BUILD MOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey [HERE!](#)

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Friday, April 14, 2023 9:04 AM
To: Hoffman, Bert <hoffmanb@cityofmobile.org>
Subject: RE: Vacation Request - Theodore Vet Hospital

Good morning, Bert,

Do I need to send this to the applicant or is someone else?

Thanks,

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

From: Hoffman, Bert <hoffmanb@cityofmobile.org>
Sent: Thursday, April 13, 2023 4:30 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Subject: RE: Vacation Request - Theodore Vet Hospital

Here it the response for Planning & Zoning.

Bert Hoffman

Long Range Planning

BUILD MOBILE

hoffmanb@cityofmobile.org

(251) 208-5895

We need your feedback. Please fill out our new online survey [HERE!](#)

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>

Sent: Monday, April 3, 2023 9:32 AM

To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris Jessica M (jmh5pk) <jmh5pk@virginia.edu>

Subject: Vacation Request - Theodore Vet Hospital

Good morning,

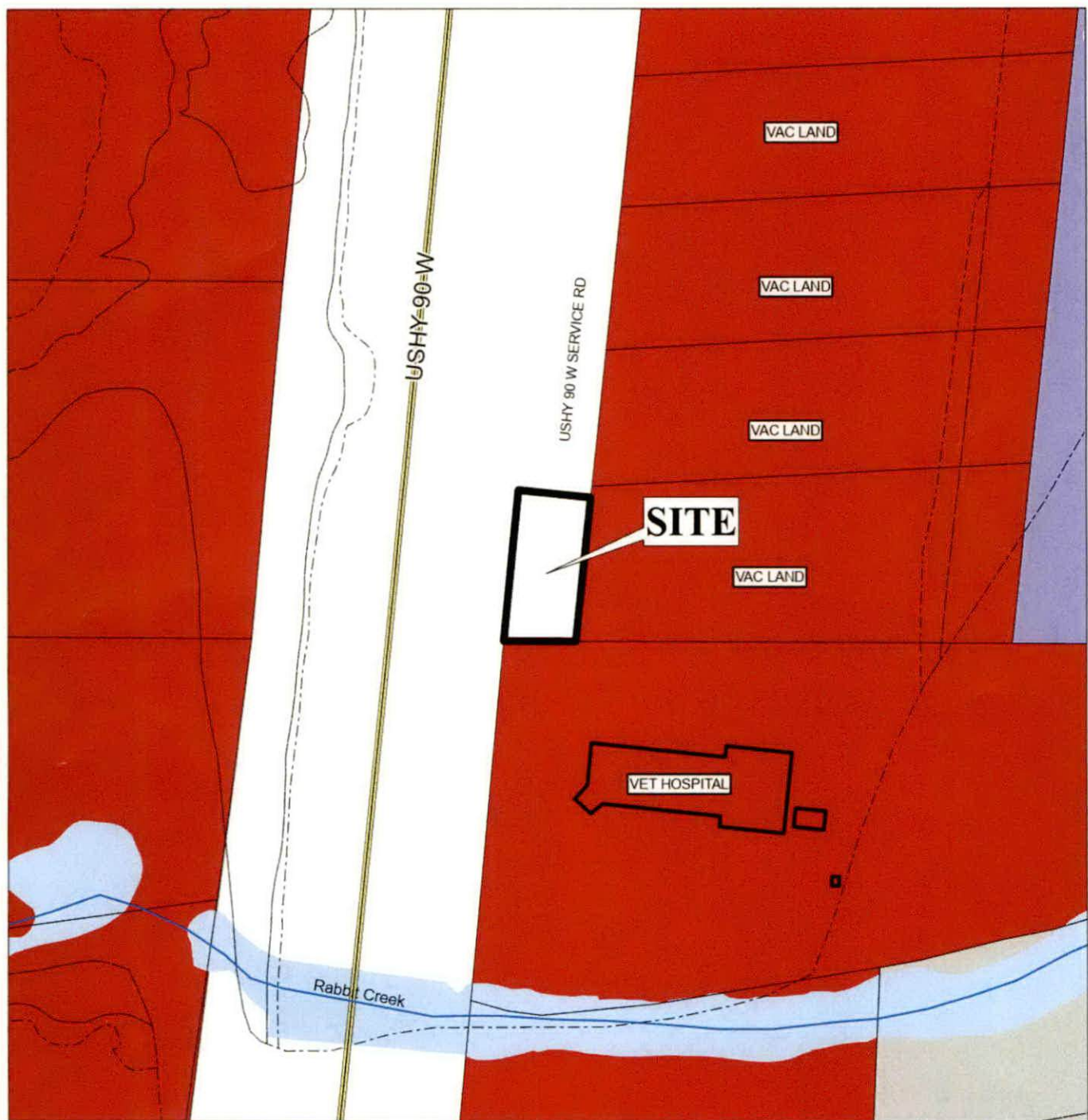
Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

Please advise if you have any objections.

Thank you,

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

ROW VACATION REQUEST



DATE April 10, 2023

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



T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

March 28, 2023

City of Mobile
City Clerk's Office
205 Government Street, 9th Floor
Mobile, AL 36602

Re: Theodore Veterinary Hospital
CGL Project No. 2329

Subject: Vacation of Hwy. 90 Service Road

Dear Sir or Madam::

Clark, Geer, Latham & Associates, Inc (CGL) has been retained to assist the Owner of the above-referenced business in the process of vacating a portion of the Highway 90 Service Road abutting their properties, located at 5761 and 5755 US Highway 90. The south end of this Service Road terminates into the 5761 Parcel and fronts the 5755 Parcel. Additionally, the 5761 Parcel is bounded on the south by Rabbit Creek, which will preclude any further development to the south.

Attached is a Site Plan of the existing Theodore Veterinary Hospital, which also depicts the the proposed expansion and the portion of the Service Road ROW proposed to be vacated. While CGL does not possess any actual trip count numbers for this part of the Service Road, it is evident that the Vacation of the southern 226 feet of this Service Road will not detrimentally affect the flow of Traffic on this portion of the Service Road in any way. At present, the only traffic utilizing this portion of the Service Road are the patrons of the Theodore Veterinary Hospital. The vacation of this portion of the Service Road will not affect these motorists.

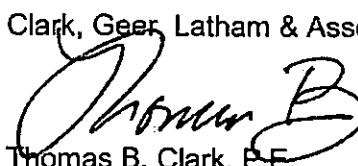
Additionally, the Median Cut immediately north of the proposed vacation will remain fully functional to serve the remainder of the Service Road to the north.

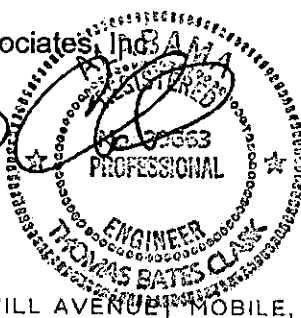
We have discussed this with the City of Mobile Traffic Engineering Department and all parties have concluded that a Traffic Impact Study for this portion of Service Road will yield no meaningful result. Therefore, please accept this letter as evidence that there will be no detrimental impacts to Traffic from the Vacation of this section of Service Road.

If you require any additional information, please advise.

Sincerely,

Clark, Geer, Latham & Associates, Inc


Thomas B. Clark, P.E.
Executive Vice president



Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 3, 2023 9:32 AM
To: ~~Morris, Anthony~~; Stout, Carleen; Kern, Chris; ~~Hoffman, Bert~~; White, Jennifer; Amberger, Nicholas; D M Penn (pennd@cityofmobile.org); ~~Harris Jessica M (jmh5pk)~~
Subject: Vacation Request - Theodore Vet Hospital
Attachments: Theodore Vet packet.pdf

Good morning,

Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

Please advise if you have any objections.

Thank you,

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

100 days = Aug. 16, 2023

Gauthier, Lana

From: Harris, Richard
Sent: Tuesday, April 4, 2023 10:07 AM
To: Gauthier, Lana
Subject: Vacation Request

Good morning,

The Fire Department sees no conflict with the vacation of this property.

Respectfully,

Richard P. Harris
District Chief, CRR Division
Mobile Fire Rescue Department
2852 Old Shell Road
Mobile, AL 36607
Office (251)208-5053
Cell (251)581-2926

Gauthier, Lana

From: Morris, Anthony
Sent: Monday, April 3, 2023 4:54 PM
To: Gauthier, Lana
Subject: RE: Vacation Request - Theodore Vet Hospital

Follow Up Flag: Follow up
Flag Status: Flagged

Your welcome.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, April 3, 2023 4:30 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>
Subject: RE: Vacation Request - Theodore Vet Hospital

Thank you, Anthony. Will Engineering be notified of Clark, Geer, Latham & Associate's findings?

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

From: Morris, Anthony <anthony.morris@cityofmobile.org>
Sent: Monday, April 3, 2023 4:10 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris Jessica M (jmh5pk) <jmh5pk@virginia.edu>
Subject: RE: Vacation Request - Theodore Vet Hospital

Clark, Geer, Latham & associates, Inc. are working with ALDOT to relocate the drainage system that goes through the proposed vacation area. Once completed Engineering will not have an objection with the request to the vacate portion of the service road near Theodore Veterinary Hospital.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, April 3, 2023 9:32 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris Jessica M (jmh5pk) <jmh5pk@virginia.edu>
Subject: Vacation Request - Theodore Vet Hospital

Good morning,

Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

Please advise if you have any objections.

Thank you,

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

ABBS
ANDERS, BOYETT, BRADY & SMITH
— LAWYERS —

J. DAVID BRADY, JR.
JASON D. SMITH

JEFFREY P. SETTERSTROM*
R. JASON CRANE*
CALEB D. SMOKE
*Also admitted in Mississippi

March 28, 2023

Lisa C. Lambert
Mobile City Clerk
P. O. Box 1827
Mobile, AL 36633

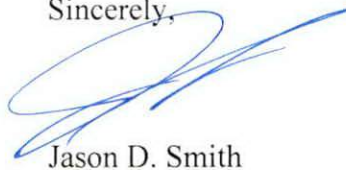
Re: Vacation of Part of Service Rd.

Dear Mrs. Lambert:

The enclosed documents are to be included with the packet we previously sent you regarding the service road vacation application of TVH Properties, LLC. Enclosed, please find a letter from Clark, Geer, Latham and Associates discussing their assessment of the property and the proposed vacation as well as an attached plan of the property.

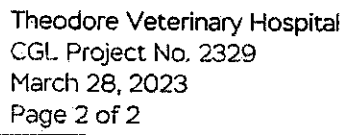
Please do not hesitate to contact us if you need anything further.

Sincerely,



Jason D. Smith

Enclosures



ABBS

ANDERS, BOYETT, BRADY & SMITH

LAWYERS

J. DAVID BRADY, JR.
JASON D. SMITH

JEFFREY P. SETTERSTROM*
R. JASON CRANE*

*Also admitted in Mississippi

March 20, 2023

Lisa C. Lambert
Mobile City Clerk
P. O. Box 1827
Mobile, AL 36633

CITY CLERK'S OFFICE

MOBILE, AL

WE, MAR 29, PM 1:20 RCVD

Re: Vacation of Part of Service Rd.

Dear Mrs. Lambert:

Our firm is assisting TVH Properties, LLC (owner of Theodore Veterinary Hospital) on Highway 90. TVH is trying to expand, and the plans require that the small piece of the service road outlined in the enclosed documents be vacated. This will not prevent use of the service road in front of the property as the entry to Highway 90 will remain unchanged.

Much of this packet was submitted in January of 2021, but based on what we were told a few months back, it appears that the paperwork was lost. We have supplemented the original petition with added consents from neighboring landowners and added the required \$100 check. Included in this packet are copies of the original documents from the last filing as well as the new consent forms. Pursuant to Mobile City Ordinance 57-032-2022, the items included are:

1. Three sets of printed labels with names and addresses of abutting owners of utility lines in the area of the vacated road;
2. A legal description of the area to be vacated;
3. A drafted resolution for the Mobile City Council confirming the vacation;
4. A Declaration of Vacation by TVH Properties, owners of the land abutting the service road;
5. The Petition to Vacate the Right-of Way;
6. A plat of the area sought to be vacated showing all lots abutting the area to be vacated as well as showing square footage of the abutting lands;
7. Consents and responses from utility companies with easements in the vacated area
8. An indemnity agreement by TVH Properties indemnifying the City of Mobile from any damages due to the proposed vacation;
9. Written and notarized consents from owners of 80% of parcels in the vacation's subdivision.

Thank you for your help in this process. Please feel free to contact me with any questions or concerns by email at jsmith@abblawfirm.com or by phone at (251)-344-0880.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Smith', with a large, stylized initial 'J'.

Jason D. Smith

Enclosures

TVH Farms ROW Vacation

- a. Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less.
- b. See attached preliminary survey/subdivision plat
- c. Parcel #3802032000001.011- \$133,040
Parcel #3308343000001.009 - \$14,020
- d. N/A – See attached memo from City of Mobile Traffic Engineering Department
- e. See Indemnification Agreement attached.

STATE OF ALABAMA
COUNTY OF MOBILE

DECLARATION OF VACATION OF AN APPROXIMATE FIVE (50') FOOT STRIP
ALONG THE WESTERN BOUNDARY OF LOT 21, PLANTATION COMMERCIAL PARK

WHEREAS TVH Properties, LLC("TVH Properties") is the owner of the following described real property located in Mobile County, Alabama:

Lot 1 of the resubdivision of lots 5, 6 and 7 of Rite Industrial Park, according to plat thereof recorded in Map Book 72, Page 76 of the Probate Court records of Mobile County, Alabama, together with Lot 21, Plantation Commercial Park, according to plat thereof recorded in Map Book 95, Page 50 of aforesaid Probate Court records of Mobile County, Alabama("TVH Property"); and

WHEREAS, the City of Mobile holds the following described right of way lying west of and adjacent to the TVH Property:

Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less; and

WHEREAS, TVH Properties has requested vacation of the following described right of way adjacent to the western boundary of the TVH Property:

Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less; and

WHEREAS, TVH Properties and the City of Mobile are the sole owners of all of the land abutting the boundary of said described right of way which is requested to be vacated; and

WHEREAS, said land is located solely within the City of Mobile; and

WHEREAS, the City Council of Mobile, Alabama has given its assent to the closing and vacating thereof; and

WHEREAS, said assent was given by resolution duly adopted by the City Council of Mobile, Alabama, a certified copy of which resolution is attached hereto and made a part hereof, and filed for record herewith.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that TVH Properties and the City of Mobile, the sole owners abutting the land as described hereinabove hereby declare the same to be vacated under the authority of §23-4-20, Code of Alabama (1975), as amended. This Declaration of Vacation is filed strictly in accordance with said statute and, having been so filed, said land as described hereinabove is hereby declared VACATED.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on this the 22nd day of January, 2021.

Carl D Myers
Dr. Carl Myers

CITY OF MOBILE

By: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, hereby certify that Carl Myers., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 22nd day of JANUARY, 2021.

Daniel R Williams
NOTARY PUBLIC

My commission expires: July 03, 2021



STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, hereby certify that _____, whose name as of the CITY OF MOBILE a public body corporate, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said body on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 2021.

NOTARY PUBLIC

My commission expires: _____

PETITION TO VACATE RIGHT-OF-WAY

TO: MEMBERS OF THE MOBILE CITY COUNCIL

Pursuant to Section 23-4-20 of the Code of Alabama, TVH Properties, LLC, an Alabama limited liability company ("TVH Properties") hereby petitions the Mayor and Mobile City Council to vacate a portion of a public right-of-way described below, all lying within the city limits of Mobile, Alabama.

1. TVH Properties petitions the Mayor and City Council to vacate the right-of-way described on Exhibit A attached hereto and which is also described and depicted on the survey attached hereto as Exhibit B (said right-of-way to be vacated being referred to herein as the "Right-of-Way").

2. TVH Properties is the sole owner of the real property abutting each side of the Right-of-Way.

3. No property owner shall be cut-off or deprived of access due to the vacation of the Right-of-Way.

4. The vacation of the Right-of-Way is in the public interest.

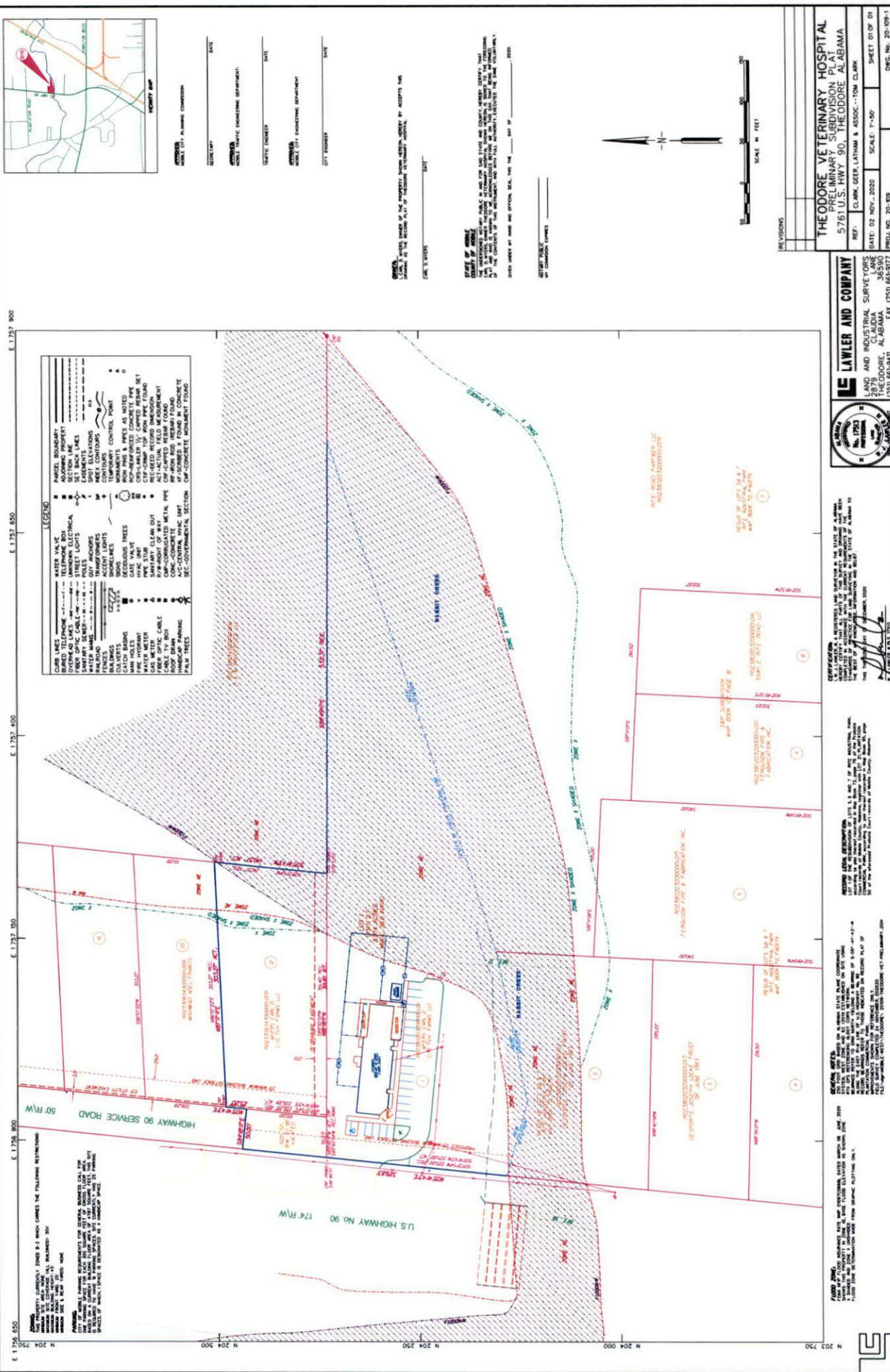
5. Notice of the vacation of the Right-of-Way shall be provided as required under Section 23-4-20(a) of the Code of Alabama.

Wherefore, TVH Properties requests that the City Council set this Petition for a hearing at a regularly scheduled meeting of the City Council, and that upon consideration the Mayor and City Council adopt a Resolution vacating the Right-of-Way.

Respectfully submitted this 25th day of January, 2024.

TVH Properties, LLC

By: Carl D. Myers
Dr Carl Myers
Its Managing Member



E 1756 650 E 1757 000 E 1757 350 E 1757 700 E 1758 050



THE ODORE VETERINARY HOSPITAL
PRELIMINARY SUBDIVISION PLAT
5761 U.S. HWY 90, THE ODORE, ALABAMA

CLARK, DEER, LATHAM & ASSOC., P.C.
1231 661-9111
1231 661-9112

DATE OF SURVEY: 02 NOV. 2020
SCALE: 1"=50'
SHEET 01 OF 01
DWG. NO. 20-09-1

THE ODORE VETERINARY HOSPITAL
PRELIMINARY SUBDIVISION PLAT
5761 U.S. HWY 90, THE ODORE, ALABAMA

CLARK, DEER, LATHAM & ASSOC., P.C.
1231 661-9111
1231 661-9112

DATE OF SURVEY: 02 NOV. 2020
SCALE: 1"=50'
SHEET 01 OF 01
DWG. NO. 20-09-1

**Contact Persons – Utility Companies
For street vacations**

Donnie Little
Comcast Cable
Donnie_Little@cable.comcast.com;
251-665-6606
251-295-5334

Daryl B. Russell, P.E.
Water & Sewer Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 2368
Mobile, AL 36652
251-694-3196

Eric Boykin
Alabama Power Company
P. O. Box 2247
Mobile, AL 36652
elboykin@southernco.com
251-694-24441

Ron Wisner
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, AL 36606
251-423-4193

Brad Sadler
Specialist
AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607
251-470-5650
Brad.sadler@att.com

IDEMNITY AND HOLD HARMLESS AGREEMENT

The undersigned property owner, TVH PROPERTIES LLC, hereinafter "Indemnitor" does hereby grant to the City of Mobile, a Municipal Corporation, hereinafter called the "City" on this 12th day of February, 2021, the following:

WHEREAS, Indemnitor has requested vacation of the following described right of way in accordance with City Code adjacent to the western boundary of Indemnitor's property located at 5755 US Hwy 90:

Beginning at the Southwest corner of Lot 21, Plantation Commercial Park, as recorded in Map Book 95, page 50 of the Probate Court Records, Mobile County, Alabama; Thence N-89°-49'-17"-W, along a westward extension of said Lot 21, for 50.23 feet to a point on the East right of way line of U.S. Highway 90, 174' public R\W; Thence N-05°-41'-43"-E, along the East right of way line of said U.S. Highway 90, for 104.82 feet; Thence S-84°-18'-17"-E, leaving the East right of way line of said U.S. Highway 90, for 50.00 feet to a point on the West line of aforesaid Lot 21; Thence S-05°-41'-43"-W, along the West line of said Lot 21, for 100.00 feet to the Point of Beginning and containing 5120 square feet or 0.1175 acres, more or less; and

and;

WHEREAS, Indemnitor agrees to Indemnify and hold harmless the City, its agents, servants, and employees from any costs, expenses, and attorney fees that may be incurred in connection with any litigation that may be brought by any person or entity challenging the decision to vacate the right of way and paved street within said right of way.

NOW THEREFORE, in consideration of the City vacating and assigning said right of way to the Indemnitor, the Indemnitor hereby agrees:

Indemnitor undertakes to indemnify the City from any and all liability, loss or damage the City may suffer as a result of the claims, demands, costs or judgment against and arising

from any litigation that may be brought by any person or entity challenging the decision to vacate the street and aforementioned right of way.

Indemnitor agrees to defend, at its own expense against any claims brought or actions filed against the City with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

Indemnitor agrees to reimburse the City for any necessary expenses, attorney fees, or costs incurred in the enforcement of this Indemnity Agreement.

Carl Myers DM
Property Owner

STATE OF ALABAMA
COUNTY OF MOBILE

I, DANIEL R WILLIAMS Notary Public in and for said county in said state, hereby certify that CARL D MYERS, DM, whose name(s) is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this agreement, has/have executed the same on the day the same bears date.

Given under my hand and official seal on this the 12th day of FEBRUARY, 2021.

Daniel R Williams
Notary Public





Spire Gulf, Inc.
2828 Dauphin Street
Mobile, AL 36606

January 11, 2021

William Latta, PE
Clark, Geer, Latham and Associates, Inc.
3901 Springhill Ave.
Mobile, AL 36608

**Re: Vacation of Service Road Right of Way/Hwy 90
5755 Hwy 90 East, Theodore**

Vacation: Portion of the Service Road adjacent to US Hwy 90

Dear Mr. Latta,

In response to **Clark, Geer, Latham and Associates, Inc.'s request** dated January 6, 2021 relative to the above referenced vacation of the Service Road right of way, which the owner now desires to vacate the subject right of way.

Please be advised that Spire Gulf, Inc. ("**Spire**"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

A handwritten signature in black ink that reads "Jeff Wilcox".

Jeff Wilcox
Right of Way Area Manager, Alabama
Spire Alabama Inc.

TJF:LW
cc: William Latta, PE

March 10, 2021

Clark /Greer/ Latham and associates, INC
Attn.: William Latta
3901 Springhill Ave.
Mobile, Alabama 36608



Re: ROW Vacation Utility Consent Letter - 5755 Hwy 90

Dear Mr. Latta,

Reference is made to your letter of March 9, 2021 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced area, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett

Blake Jarrett
Corporate Real Estate

**CONSENT TO VACATION
OF A PORTION OF HIGHWAY 90 SERVICE ROAD**

I am the owner of the property described in Exhibit "A" attached hereto which is located in the vicinity of the property which TVH Properties, LLC, has petitioned to vacate in its Petition to Vacate Right-of-Way dated January 25, 2021, as amended. The map attached hereto shows my property and the area to be vacated to show the spatial relation of the properties.

I consent to the vacation of the property described in the Petition to Vacate Right-of-Way, as amended, filed by TVH Properties, LLC, and it is my belief that the vacation of this right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property. I believe that it would be to the best interests of the City of Mobile to vacate the property described in the petition of TVH Properties, LLC, as amended.

Executed on this the 15 day of June, 2022

Ferguson Fire & Fabrication, Inc.

By: LaCondal McElwain

Print Name: LaCondal McElwain

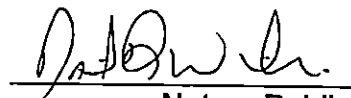
Its: Branch Manager

[REQUIRED NOTARY ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE]

State of Alabama
County of Mobile

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify that LaConda L. McCurdy, whose name as Manager of Ferguson Fire and Fabrication, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said Corporations.

Given under my hand this 15 day of June, 2021



Notary Public

My Commission Expires: 7

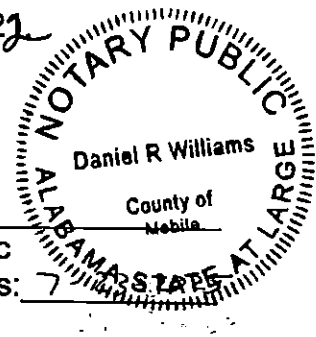


EXHIBIT "A"

Property of Ferguson Fire & Fabrication, Inc.

Legal Description:

Lot 5, Resubdivision of Lots 5, 6 & 7, Rite Industrial Park according to plat thereof recorded in Map Book 72, Page 76 in the records of the Judge of Probate, Mobile County, Alabama;

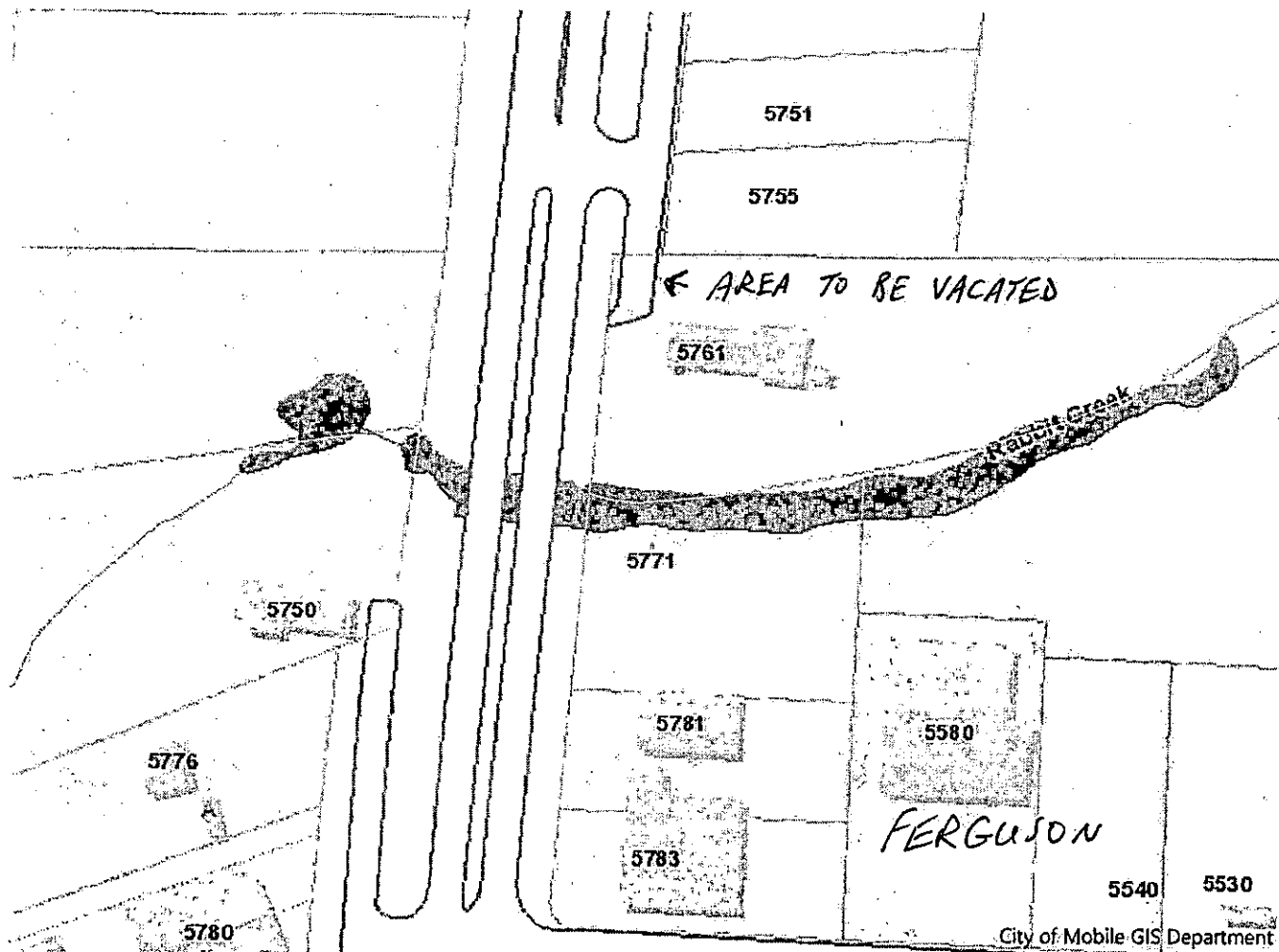
and

Lot A, S & P Mobile Subdivision according to plat thereof recorded in Map Book 127, Page 81 in the records of the Judge of Probate, Mobile County, Alabama.

Physical Address of Property:

5580 E. Rite Rd., Theodore, AL 36582

Mailing Address for Ferguson Fire & Fabrication, Inc.



**CONSENT TO VACATION
OF A PORTION OF HIGHWAY 90 SERVICE ROAD**

I am the owner of the property described in Exhibit "A" attached hereto which is located in the vicinity of the property which TVH Properties, LLC, has petitioned to vacate in its Petition to Vacate Right-of-Way dated January 25, 2021, as amended. The map attached hereto shows my property and the area to be vacated to show the spatial relation of the properties.

I consent to the vacation of the property described in the Petition to Vacate Right-of-Way, as amended, filed by TVH Properties, LLC, and it is my belief that the vacation of this right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property. I believe that it would be to the best interests of the City of Mobile to vacate the property described in the petition of TVH Properties, LLC, as amended.

Executed on this the 16 day of June, 2022

Joseph Locke Desporte Trust of June 1993

By: *Joe Desporte*
Joseph Locke Desporte, Trustee

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joseph Locke Desporte, whose name as Trustee of the Joseph Locke Desporte Trust of June 1993, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand this 16 day of JUNE, 2022

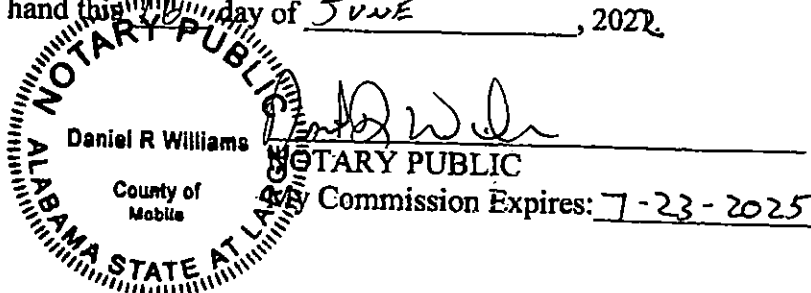


EXHIBIT "A"

Property of Joseph Locke Desporte Trust of June 1993

Legal Description

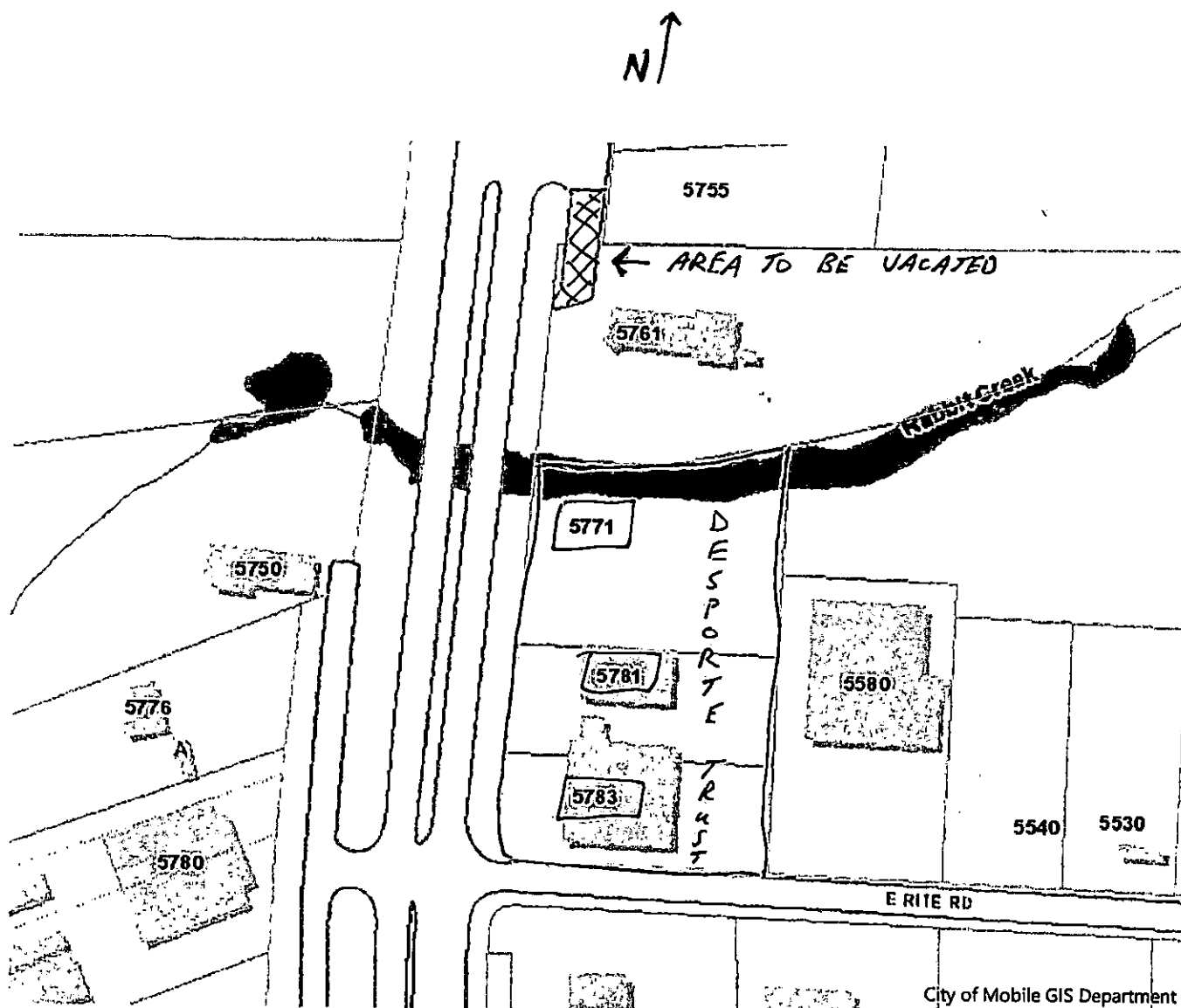
Lots 2, 3 and 4, Resubdivision of Lots 5, 6 & 7, Rite Industrial Park according to plat thereof recorded in Map Book 72, Page 76 in the records of the Judge of Probate, Mobile County, Alabama.

Physical Address of Property

**5771 Highway 90, Theodore, AL 36582
5781 Highway 90, Theodore, AL 36582
5783 Highway 90, Theodore, AL 36582**

Mailing Address for Joseph Locke Desporte Trust of June 1993

**5250 Fowl River Rd.
Theodore, AL 36582**



**CONSENT TO VACATION
OF A PORTION OF HIGHWAY 90 SERVICE ROAD**

I am the owner of the property described in Exhibit "A" attached hereto which is located in the vicinity of the property which TVH Properties, LLC, has petitioned to vacate in its Petition to Vacate Right-of-Way dated January 25, 2021, as amended. The map attached hereto shows my property and the area to be vacated to show the spatial relation of the properties.

I consent to the vacation of the property described in the Petition to Vacate Right-of-Way, as amended, filed by TVH Properties, LLC, and it is my belief that the vacation of this right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property. I believe that it would be to the best interests of the City of Mobile to vacate the property described in the petition of TVH Properties, LLC, as amended.

Executed on this the 17th day of June, 2021. 2022 AM



Adel Mouawad

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Adel Mouawad, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily.

Given under my hand this 17 day of June, 2021.

NOTARY PUBLIC

My Commission Expires:

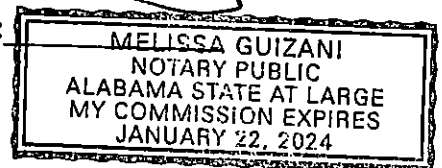


EXHIBIT "A"

Property of Adel Mouawad

Legal Description

Lots 14, 15, 16, 17, 18, 19 and 20, Plantation Commercial Park, according to plat thereof recorded in Map Book 95, Page 50 in the records of the Judge of Probate, Mobile County, Alabama.

Physical Address of Property

5727-5751 Highway 90, Theodore, AL 36582

Mailing Address for Adel Mouawad

5867 Hwy. 90 W.
Theodore, AL 36582

Map



Property Details

| | |
|--------------------|---|
| Account | |
| Key Number: | 3221775 |
| Legal Description: | LOT 21 PLANTATION COMMERCIAL PARK MBK 95/50 #SEC 34 T5S R2W #MP33 08 34 3 000 |
| Parcel Number: | 3308343000001009 |
| Type: | Real |
| Property Class: | 2 |
| Location | |
| Address: | HWY 90 |
| Owner | |
| Name: | TVH PROPERTIES LLC |
| Mailing Address: | 6324 PICCADILLY SQ DR
MOBILE , AL 36609 |
| Exemptions: | For privacy reasons not all exemptions are shown online. |

Property Values

| | |
|--|--|
| | |
|--|--|

| | |
|--------------------|----------|
| Improvement Value: | \$0 |
| Land Value: | \$70,100 |
| Appraised Value: | \$70,100 |
| Taxable Value: | \$70,100 |
| Assessed Value: | \$14,020 |

VALUES DISPLAYED ARE 2022 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

| Entity | Description | Millage Rate | Taxable Value | Total Estimated Tax With Exemptions |
|--------|-------------|--------------|---------------|-------------------------------------|
| 14 | DIST SCHOOL | 15.500000 | \$14,020 | \$2,173.10 |
| 14 | FOREST | 0.000000 | \$0 | \$0.00 |
| 14 | SCHOOL | 14.000000 | \$14,020 | \$1,962.80 |
| 14 | COUNTY | 20.500000 | \$14,020 | \$2,874.10 |
| 14 | CITY | 7.000000 | \$14,020 | \$981.40 |
| 14 | STATE | 6.500000 | \$14,020 | \$911.30 |

Total Millage Rate: 63.500000

Property Land

| Type | Description | Acreage | Sqft | Eff Front | Eff Depth | Taxable Value | Prod. Value |
|------|-------------|---------|-----------|-----------|-----------|---------------|-------------|
| 52 | COMMERCIAL | 0 | 40,033.00 | 0.00 | 0.00 | \$70,100 | \$0 |

Property Roll Value History

| Year | Improvements | Land Market | Appraised | Assessed |
|------|--------------|-------------|-----------|----------|
| 2023 | N/A | N/A | N/A | N/A |
| 2022 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2021 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2020 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2019 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2018 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2017 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2016 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2015 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2014 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2013 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2012 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2011 | \$0 | \$70,100 | \$70,100 | \$14,020 |
| 2010 | \$0 | \$80,100 | \$80,100 | \$16,020 |
| 2009 | \$0 | \$80,100 | \$80,100 | \$16,020 |
| 2008 | \$0 | \$80,100 | \$80,100 | \$16,020 |

Property Deed History

Mobile County Revenue Commission is not allowed to provide deed documentation. Please [click here](https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn) (<https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn>) to visit Mobile County Probate for deed documentation.

| Deed Date | Deed Type | Sale Price | Grantor | Grantee | Sale Type | Number |
|-----------|-----------|------------|--------------------|---------------|-----------|------------|
| 1/2/2020 | 2 | \$736,300 | MYERS CARL D | TVH FARMS LLC | Land | 2020011424 |
| 9/25/2008 | | \$190,500 | COX PROPERTIES LLC | MYERS CARL D | Land | 6446-581 |

| | | | | | | |
|-----------|--|-----------|----------------------------|--------------------|------|----------|
| 9/23/2008 | | \$185,000 | 3951 GOVERNMENT STREET LLC | COX PROPERTIES LLC | Land | 6446-592 |
|-----------|--|-----------|----------------------------|--------------------|------|----------|

Payment Info

| Pay Date | Tax Year | Paid By | Amount |
|------------|----------|--|----------|
| 12/9/2021 | 2021 | Daniel Williams | \$890.27 |
| 12/11/2020 | 2020 | Daniel Williams | \$890.27 |
| 1/9/2020 | 2019 | CARL D MYERS, DVM DBA THEODORE VETERINARY HOSPITAL | \$890.27 |
| 1/4/2019 | 2018 | CARL D MYERS | \$890.27 |
| 10/2/2017 | 2017 | MYERS CARL | \$890.27 |
| 1/4/2017 | 2016 | CARL D MYERS DVM | \$890.27 |
| 11/30/2015 | 2015 | CARL D MYERS DVM | \$890.27 |
| 12/15/2014 | 2014 | THEODORE VETERINARY HOSPITAL | \$890.27 |
| 10/8/2013 | 2013 | THEODORE VETERINARY HOSPITAL | \$679.97 |
| 11/30/2012 | 2012 | THEODORE VETERINARY HOSPITAL | \$679.97 |
| 12/21/2011 | 2011 | THEODORE VETERINARY HOSPITAL | \$679.97 |
| 10/27/2010 | 2010 | THEODORE VETERINARY HOSPITAL | \$776.97 |
| 8/24/2010 | 2010 | DARWYN MEYERS (CASH CK- COMPASS) | \$897.63 |
| 11/25/2008 | 2008 | ANCHOR TITLE LLC | \$776.97 |

Map



Property Details

| | |
|--------------------|---|
| Account | |
| Key Number: | 2699191 |
| Legal Description: | LOT 1 RESUB OF LOTS 5,6 & 7 RITE IND PARK MBK 72/76 #SEC 03 T6S R2W #MP38 02 03 2 000 |
| Parcel Number: | 3802032000001011 |
| Type: | Real |
| Property Class: | 2 |
| Location | |
| Address: | 5761 HWY 90 W THEODORE, AL 36582 |
| Owner | |
| Name: | TVH PROPERTIES LLC |
| Mailing Address: | 6324 PICCADILLY SQ DR
MOBILE , AL 36609 |
| Exemptions: | For privacy reasons not all exemptions are shown online. |

Property Values

| | |
|--------------------|-----------|
| Improvement Value: | \$594,700 |
| Land Value: | \$130,700 |
| Appraised Value: | \$725,400 |
| Taxable Value: | \$725,400 |
| Assessed Value: | \$145,080 |

VALUES DISPLAYED ARE 2022 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

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Property Taxing Jurisdiction

| Entity | Description | Millage Rate | Taxable Value | Total Estimated Tax With Exemptions |
|--------|-------------|--------------|---------------|-------------------------------------|
| 14 | SCHOOL | 14.000000 | \$145,080 | \$20,311.20 |
| 14 | CITY | 7.000000 | \$145,080 | \$10,155.60 |
| 14 | STATE | 6.500000 | \$145,080 | \$9,430.20 |
| 14 | DIST SCHOOL | 15.500000 | \$145,080 | \$22,487.40 |
| 14 | FOREST | 0.000000 | \$0 | \$0.00 |
| 14 | COUNTY | 20.500000 | \$145,080 | \$29,741.40 |

Total Millage Rate: 63.500000

Fees: Storm Water: \$675.82 Total Fees: \$675.82

Property Improvement - Building

Type: 2 Living Area: 4,785.00sqft Value: \$513,600

| Type | Description | Class CD | Exterior Wall | Year Built | SQFT |
|------|-------------------|----------|---------------|------------|------|
| 652 | VETERINARY CLINIC | C0 | BRICK ON WOOD | 1999 | |

Type: 2 Living Area: 0.00sqft Value: \$81,100

| Type | Description | Class CD | Year Built | SQFT |
|---------|---------------------------|----------|------------|------|
| MISCIMP | MISCELLANEOUS IMPROVEMENT | A0 | 0 | |

Property Land

| Type | Description | Acreage | Sqft | Eff Front | Eff Depth | Taxable Value | Prod. Value |
|------|-------------|---------|------------|-----------|-----------|---------------|-------------|
| 52 | COMMERCIAL | 0 | 130,680.00 | 0.00 | 0.00 | \$130,700 | \$0 |

Property Roll Value History

| Year | Improvements | Land Market | Appraised | Assessed |
|------|--------------|-------------|-----------|-----------|
| 2023 | N/A | N/A | N/A | N/A |
| 2022 | \$594,700 | \$130,700 | \$725,400 | \$145,080 |
| 2021 | \$594,700 | \$130,700 | \$725,400 | \$145,080 |
| 2020 | \$609,300 | \$130,700 | \$665,200 | \$133,040 |
| 2019 | \$423,600 | \$130,700 | \$554,300 | \$110,860 |
| 2018 | \$433,500 | \$130,700 | \$564,200 | \$112,840 |
| 2017 | \$433,500 | \$130,700 | \$564,200 | \$112,840 |
| 2016 | \$412,300 | \$130,700 | \$543,000 | \$108,600 |
| 2015 | \$364,300 | \$130,700 | \$495,000 | \$99,000 |
| 2014 | \$372,200 | \$130,700 | \$502,900 | \$100,580 |
| 2013 | \$380,100 | \$130,700 | \$510,800 | \$102,160 |
| 2012 | \$388,000 | \$130,700 | \$518,700 | \$103,740 |
| 2011 | \$391,900 | \$130,700 | \$522,600 | \$104,520 |
| 2010 | \$404,900 | \$130,700 | \$535,600 | \$107,120 |
| 2009 | \$452,900 | \$130,700 | \$583,600 | \$116,720 |
| 2008 | \$453,000 | \$130,700 | \$583,700 | \$116,740 |

Property Deed History

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| Deed Date | Deed Type | Sale Price | Grantor | Grantee | Sale Type | Number |
|-----------|-----------|------------|--------------|---------------|-------------|-------------|
| 1/2/2020 | 2 | \$736,300 | MYERS CARL D | TVH FARMS LLC | Land & Bldg | 2020011424 |
| 8/7/2002 | QUALIFIED | \$429,000 | | | Land & Bldg | WD5211-1067 |

Payment Info

| Pay Date | Tax Year | Paid By | Amount |
|------------|----------|--|------------|
| 12/9/2021 | 2021 | Daniel Williams | \$9,888.40 |
| 12/11/2020 | 2020 | Daniel Williams | \$9,123.82 |
| 1/9/2020 | 2019 | CARL D MYERS, DVM DBA THEODORE VETERINARY HOSPITAL | \$7,715.43 |
| 1/4/2019 | 2018 | CARL D MYERS | \$7,818.74 |
| 10/2/2017 | 2017 | MYERS CARL | \$7,165.34 |
| 1/4/2017 | 2016 | CARL D MYERS DVM | \$6,896.10 |
| 11/30/2015 | 2015 | CARL D MYERS DVM | \$6,286.50 |
| 12/15/2014 | 2014 | THEODORE VETERINARY HOSPITAL | \$6,386.83 |
| 10/23/2013 | 2013 | THEODORE VETERINARY HOSPITAL | \$4,954.76 |
| 11/30/2012 | 2012 | THEODORE VETERINARY HOSPITAL | \$5,031.39 |
| 12/20/2011 | 2011 | THEODORE VETERINARY HOSPITAL | \$5,069.22 |
| 10/7/2010 | 2010 | THEODORE VETERINARY HOSPITAL | \$5,195.32 |
| 10/13/2009 | 2009 | THEODORE VETERINARY HOSPITAL | \$5,660.92 |
| 10/15/2008 | 2008 | THEODORE VETERINARY HOSPITAL | \$5,661.89 |

Gauthier, Lana

From: Michael Linder <Michael.Linder@atchisonlaw.com>
Sent: Friday, March 31, 2023 1:36 PM
To: Gauthier, Lana
Subject: RE: Vacation Requests

CAUTION: External Email

I don't see any issues (I'm assuming the fees have been paid), go ahead and circulate the requests please. Thanks!

MML

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Thursday, March 30, 2023 4:22 PM
To: Michael Linder <Michael.Linder@atchisonlaw.com>
Subject: Vacation Requests

Michael,

Attached are two vacation requests (Theodore Vet Hospital & Jordan Vallas). I always sent these to Chris for his approval before sending to other City departments thus beginning the process.

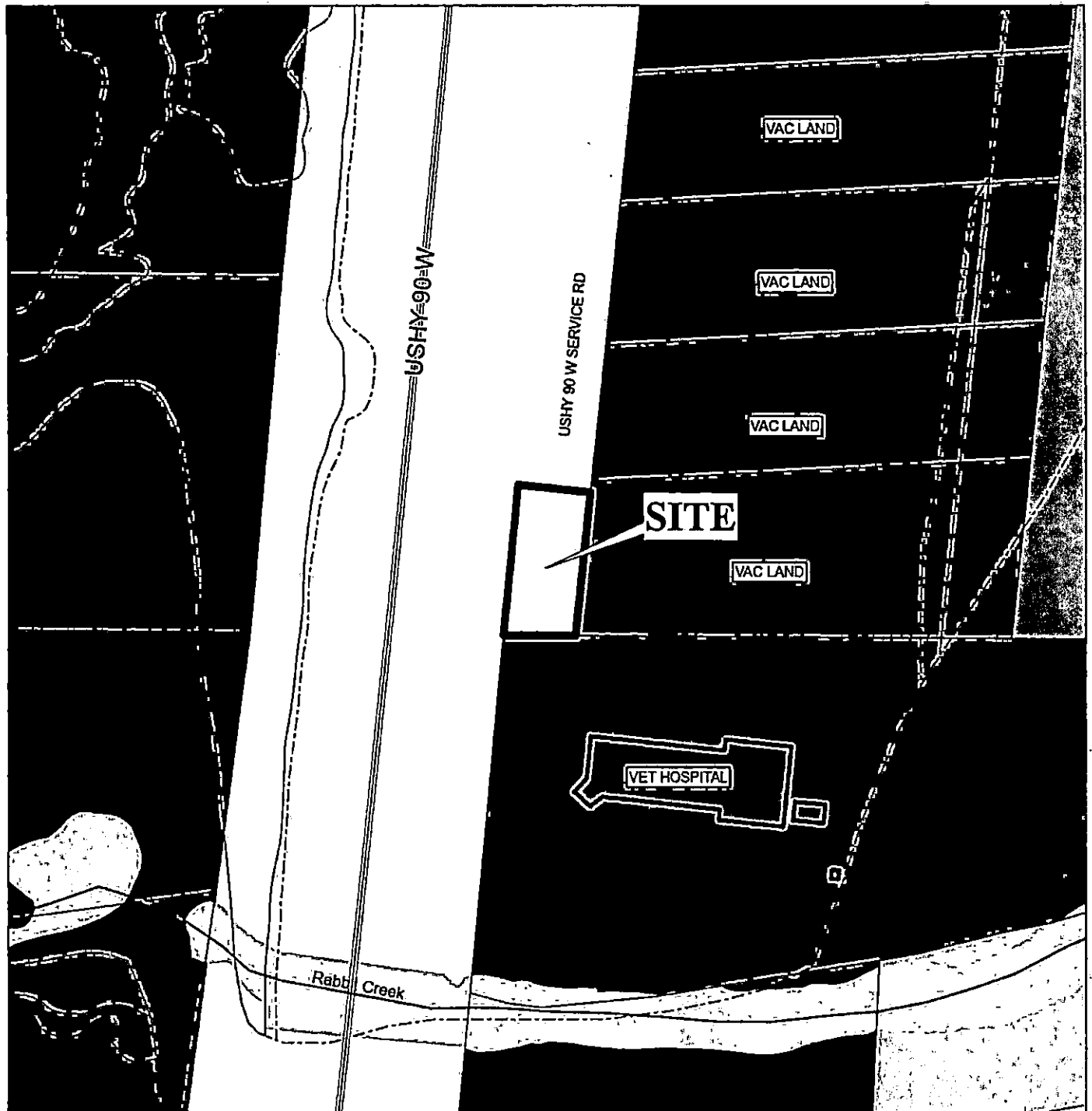
Please advise if these requests are ok to proceed.

Thanks!

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

A handwritten signature in blue ink, with the date "3/31/23" written next to it.

ROW VACATION REQUEST



DATE April 10, 2023

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

N
NTS

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, June 14, 2023 2:36 PM
To: Carleen Stout (carleen.stout@cityofmobile.org); Lewis, Rhonda; Benedict, Jaclyn; Parker, Ashley L
Subject: FW: Vacation Request - Theodore Vet Hospital
Attachments: Theodore Vet packet.pdf

Good afternoon,

Please review the attached vacation request and advise if Real Estate has any objections and the value of the property.

Thank you!

Lana Pfaffenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Gauthier, Lana
Sent: Monday, April 3, 2023 9:32 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; D M Penn (pennd@cityofmobile.org) <pennd@cityofmobile.org>; Harris Jessica M (jmh5pk) <jmh5pk@virginia.edu>
Subject: Vacation Request - Theodore Vet Hospital

Good morning,

Attached is a vacation request for a portion of the service road near Theodore Veterinary Hospital.

Please advise if you have any objections.

Thank you,

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

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, June 27, 2023 2:13 PM
To: Jennifer White (whitej@cityofmobile.org)
Subject: Vacation Request Emailing: Auto Color0060
Attachments: Auto Color0060.pdf

Jennifer,

I've attached a vacation request from Theodore Vet Hospital. In the documents, you sent a letter stating that a traffic impact study is a requirement to proceed. There is a letter from an engineer stating that Traffic Engineering Dept. concluded that the study would yield no meaningful result. Do you concur with that statement? I want to make sure before I proceed with adding the request to a Council agenda.

Thanks,

Lana Pafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Your message is ready to be sent with the following file or link attachments:

Auto Color0060

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Darby B. Russell, P.E.
Water & Sewer Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 2368
Mobile, Alabama 36652

Eric Boykin
Alabama Power Company
P. O. Box 2247
Mobile, Alabama 36652

Ron Wisner
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, Alabama 36606

Brad Sadler
Specialist
AT & T Alabama
2155 Old Shell Road
Mobile, Alabama 36607

Darby B. Russell, P.E.
Water & Sewer Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 2368
Mobile, Alabama 36652

Eric Boykin
Alabama Power Company
P. O. Box 2247
Mobile, Alabama 36652

Ron Wisner
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2828 Dauphin Street
Mobile, Alabama 36606

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2155 Old Shell Road
Mobile, Alabama 36607

Printing Tips

- 1 | Go to avery.com/templates
- 2 | Design using the template number for this product.
- 3 | Test print on plain paper.
- 4 | Change printer settings to "Labels" and print.

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Conseils d'impression

- 1 | Allez à avery.ca/gabarits
- 2 | Créez en utilisant le numéro de gabarit pour ce produit.
- 3 | Faites un test d'impression sur du papier ordinaire.
- 4 | Modifier le réglage de l'imprimante à "Etiquettes" et imprimez.

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- 1 | Visita avery.mx/plantillas
- 2 | Diseña la plantilla utilizando el código del producto.
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GENUINE / AUTHENTIQUE / GENUINO

Gauthier, Lana

From: Gauthier, Lana
Sent: Friday, July 7, 2023 3:44 PM
To: Pappas, Margaret; csmoke@abblawfirm.com
Subject: Vacation Request - Theodore Vet Hospital Emailing: Auto Color0078
Attachments: Auto Color0078.pdf

Margaret,

Attached is your April 11, 2023 memo regarding the above-referenced vacation request. Mr. Smoke has questions for you regarding the need for a new application to the PC. I have included Mr. Smoke in this email or he can be reached at (251) 509-0569.

Please advise.

Thank you,

Lana Pafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Your message is ready to be sent with the following file or link attachments:

Auto Color0078

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AGENDA ITEM SUMMARY SHEET

Agenda of:7/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

packet

Cover Memo

7/13/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/13/2023 -
10:30 AM

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS
A CONDITION OF THE VACATION OF A PORTION OF A US HIGHWAY 90
WEST SERVICE ROAD

The City of Mobile has been requested by the Theodore Veterinary Hospital to vacate a portion of a U. S. Highway 90 West Service Road.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, August 15, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

Hwy 90 Service Road Vacation

| Adjoining Properties | Tax assessor Fair Unimproved Mkt Value 2023 | Sq. Ft. |
|------------------------|---|---------|
| Lot 1, Key No. 2699191 | \$ 175,300 | 130,380 |
| Lot 2, Key No. 3221775 | \$ 56,000 | 40,033 |
| | | |
| | | |

\$1.37 / SF AVERAGE X 5,120 (SF TO BE VACATED) = \$7,014.40 Real Estate Department

Rhonda D. Lewis
Real Estate Specialist
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama 36633
(251) 208-7537 (ph)
rhonda.lewis@cityofmobile.org



Gauthier, Lana

From: Gauthier, Lana
Sent: Friday, June 30, 2023 10:20 AM
To: 'csmoke@abblawfirm.com'
Subject: FW: Hwy 90 Service Road Vacation

Good morning, Caleb,

Below is the calculation for the vacation fee for the above-referenced property.

Please let me know what Margaret Pappas says about the new application to the Planning Commission.

Thank you,

Lana Pafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Lewis, Rhonda <rhonda.lewis@cityofmobile.org>
Sent: Tuesday, June 27, 2023 1:47 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Cc: Stout, Carleen <carleen.stout@cityofmobile.org>
Subject: Hwy 90 Service Road Vacation

Good afternoon, Lana,

Carleen is swamped and asked me to send this along! Please see below our calculation based on **2023** tax assessor values of unimproved land and sf for the two key numbers involved in this petitioned vacation.

Real Estate does not object to the vacation. I do make the following observations regarding the petition:

1. The survey they attached is a preliminary subdivision survey that is not clear – if there are other dimensions to the land that are different than the tax assessor, they are not legible.
2. The original petition is from 2021 (petitioner states the original was misplaced) which contain varying dates, ie from utility companies.
3. I'm sure this is not a big deal, but just pointing out that the Declaration document has a typo in the title - it reads "Five" and should read "Fifty." This is pg. 8 of your attachment from the petitioner.

Thanks for all you do! If there are any questions or if we can provide any assistance, let us know.