AGENDA
MOBILE CITY COUNCIL MEETING

Wednesday, July 5, 2023, 10:30 AM

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

   Patricia Evans, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   June 20 & 27, 2023

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road Suite 1 on August 4, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).

   Request of Vicki Crawford for a waiver of the Noise Ordinance at 7080 Airport Boulevard, Suite C on July 22, 2023, from 4:00 p.m. - 8:00 p.m. (District 7).

10. **PUBLIC HEARINGS**

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

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

11. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

Cassie Sowa - Concerns about animals being on chains in Mobile.

Bill Boswell - Discuss concerns about the pending changes to the Mobile Historic Preservation Ordinance (Chapter 44, Article IV) and the recent disturbing situations concerning historic homes on Conti Street.

12. ORDINANCES HELD OVER

38-030 Ordinance to Amend Chapter 38 of Mobile City Code, Municipal Court (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

88-031 Ordinance for a lease agreement between the City of Mobile and the Board of School Commissioners of Mobile County for certain property not now needed for public or municipal purposes (sponsored by Mayor Stimpson) (submitted by Ricardo Woods).

13. RESOLUTIONS HELD OVER

08-722 Approve purchase order to University of South Alabama for EMT certification class for MFRD; $60,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-723 Approve purchase order to Southern Lighting & Traffic Systems for LED street light luminaries for Traffic Engineering Dept.; $53,880.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-724 Approve purchase order to Southern Lighting & Traffic Systems for traffic signal controller cabinets for Traffic Engineering Dept.; $69,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-725 Approve purchase order to Southern Lighting & Traffic Systems for traffic signal controller cabinets for Traffic Engineering Dept.; $100,700.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-726 Approve purchase order to Graybar Electric Co., Inc. for decorative street light poles for Traffic Engineering Dept.; $27,591.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-727 Authorize contract with JPayne Organizations, LLC for fountain & site amenities improvements at Bienville Square; $3,247,560.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

60-728 Authorize Settlement Agreement and Release of Claims; Maharaj (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. ORDINANCES BEING INTRODUCED

64-032 Rezone property at the north side of Government Street, 140' +/- east of

South Ann Street from B-1, and B-2 to B-2 (sponsored by Councilmember Carroll).

15. CONSENT RESOLUTIONS BEING INTRODUCED

27-729 Designate election officers for the July 25, 2023 District 6 Special Municipal Election (Run-Off August 22, 2023) (sponsored by Mayor Stimpson).

60-730 Determine an appropriation to the Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc. (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-731 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-732 Determine an appropriation to the Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-733 Determine an appropriation to P. L. Wilson Detachment of the Marine Corps League, Incorporated serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

60-734 Determine an appropriation to Project THRIVE Foundation serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

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.).

47-740 Assent to the vacation of a portion of an alley adjacent to 2411 Wilson Avenue (sponsored by Councilmember Penn).

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

17. <u>ANNOUNCEMENTS</u>

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

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	6/29/2023 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

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	6/29/2023 - 8:54 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Naron	Cover Memo	6/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/28/2023 - 1:44 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: EMILY NARON
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

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

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

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

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

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

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

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

Music containing obscene language or profanity is prohibited

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

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

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

01

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Crawford	Cover Memo	6/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/23/2023 - 12:08 PM

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: Vicki Crawford
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-591-1779

Organization (if applicable) Airport Liquor

Mailing Address of Applicant _____

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:
7080 Airport Blvd Suite C

Date of Event: 7/22/23 Starting Time: 4:00 pm Ending Time 8:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Grand Opening

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 JUN 23 AM 9:56

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/30/2023 - 4:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/30/2023 - 4:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Sowa	Cover Memo	6/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/28/2023 - 1:49 PM

CityofMobile.org: Addressing City Council Submission

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

Tue 6/27/2023 11:47 AM

To:City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 JUN 27 PM 12:51

CAUTION: External Email

Name: Cassie Sowa

Date To Address Council: ~~2023-07-04~~ 7-5-23

Address: 8940 Beverly Road

Email: cassiearmitagee@aol.com

Phone: 3616929900

Subject And Specific Questions: Dogs on chains, Mobile County. Alabama is of course one of the last states to not have a law on this (Much like everything else) However there are many counties that have joined the movement to get the fur babies off chains. Please, let Mobile County show they are more than First 48 and Homeless people. Show Love for the animals.

Pertain To City Business: Well being of the animals that live here. Pets are the new kids and Plants are then new pets. Wake up Mobile County.

Signature: Cassie Sowa

Signature Verify: X

Date Submitted: 2023-06-27 11:47:19

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Boswell	Cover Memo	6/29/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	6/29/2023 - 12:32 PM

CityofMobile.org: Addressing City Council Submission

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

Thu 6/29/2023 10:16 AM

To:City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 JUN 29 AM 10:52

CAUTION: External Email

Name: Bill Boswell (Government Street Collaborative)

Date To Address Council: 2023-07-05

Address: 1609 GOVERNMENT STREET

Email: bill@JRICHARDGENTRY.COM

Phone: 9545473972

Subject And Specific Questions: Recent disturbing situations (Conti Street historic homes, Government Street up zoning, ect) that threaten the historic districts and the pending changes to the City of Mobile historic preservation ordinance (Chapter 44, Article IV) have caused great concern among the residents of the 7 Local historic districts. The stage has been set that would allow the City to have unfettered authority over the wellbeing of historic district resident's quality of life and the preservation of Mobile's most treasured assets, the inventory of historic homes and buildings. The integrity of the historic neighborhood themselves is at risk. Educated wisdom and informed caution must prevail in the selection of the members of the MHDC and the ARB, and for that to happen the members of the City Council and the Administration must involve the wishes and desires of the historic district residents and the organizations that represent them.

Pertain To City Business: The Administration and City Council are in the process of choosing the members of the MHDC and the ARB.

Signature: Bill Boswell

Signature Verify: X

Date Submitted: 2023-06-29 10:16:43

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

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson

Purpose and Scope of Project:

Ordinance to amend Chapter 38 of the Mobile City Code, "Municipal Court," at Sections 38-13 and 38-73

Amount of Contract:

n/a

Effective Date of Contract:

7/5/2023

Funding Source

Project # Ordinance to Amend Chapter 38 of the Mobile City Code

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 38 of the Mobile City Code	Ordinance	6/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/21/2023 - 10:54 AM
			6/22/2023 -

Legal	Kern, Chris	Approved	10:51 AM
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:39 PM

AN ORDINANCE TO AMEND CHAPTER 38 OF THE MOBILE CITY CODE, "MUNICIPAL COURT," AT SECTIONS 38-13 AND 38-73

Sponsored by: William S. Stimpson, Mayor

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

SECTION 1: FINDINGS AND PURPOSE

The municipal Court of the City of Mobile, complies with the laws of the State of Alabama and the Code of the City of Mobile. The City Council of the City of Mobile hereby repeals in their entirety Sections 38-13 and 38-73 of the City Code and replaces them as follows:

SECTION 2: WORKING OUT JUDGMENT

Section 38-13 of the Mobile City Code is hereby repealed in its entirety and the following is adopted in substitution therefor:

Sec. 38-13. Working out judgment.

The judgment of the municipal court may provide that if a fine and costs are not paid within the time prescribed, the defendant shall work out the amount of the judgment under the direction of the municipal authority, allowing not less than ten dollars ($10.00) for each day's service.

SECTION 3: APPEAL BOND

Section 38-73 of the Mobile City Code is hereby repealed in its entirety and the following is adopted in substitution therefor:

Sec. 38-73. Appeal bond.

A defendant may appeal in any case within fourteen (14) days from the entry of judgment by filing notice of appeal and giving bond, with or without surety, approved by the court or the clerk in an amount not more than twice the amount of the fine and costs, as fixed by the court, or in the event no fine is levied the bond shall be in an amount not to exceed one thousand dollars ($1,000.00) or such other amount hereafter authorized by State law, as fixed by the court, conditioned upon the defendant's appearance before the circuit court. The municipal court may waive appearance bond upon satisfactory showing that the defendant is indigent or otherwise unable to provide a surety bond. If an appeal bond is waived, a defendant sentenced to imprisonment shall not be released from custody, but may obtain release at any time by filing a bond approved by the municipal court.

SECTION 4:

SEVERABILITY: In the event that any section, subsection, sentence, clause or phrase of this Chapter shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Chapter, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5:

REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict are repealed upon the effective date of this Ordinance.

SECTION 6:

EFFECTIVE DATE: This Ordinance shall become effective upon its adoption and publication as required by law.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D007\P005\00117029.docx

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
lease	Cover Memo	6/27/2023
exhibits	Cover Memo	6/27/2023
ordinance	Cover Memo	6/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/27/2023 - 8:40 AM

STATE OF ALABAMA

COUNTY OF MOBILE

LEASE AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2023, by and between the **City of Mobile** (which will hereinafter be referred to as the "**City**") and the **Board of School Commissioners of Mobile County**, (which will hereinafter be referred to as the "**Tenant**") (collectively the "**Parties**").

WITNESSETH

WHEREAS, the City is the fee owner of the parcels described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the parcels described in Exhibit A have been subject to a 99-year lease entered into between the Parties on February 13, 1973 and amended May 29, 1973 to correct the legal description (the 99-year lease and all amendments thereto together will collective be referred to herein as the "**Original Lease**"), and Tenant has been operating Williamson High School and Middle Grades Preparatory Academy ("**Williamson**") on said parcels pursuant to the terms thereof;

WHEREAS, the Original Lease became void when neither the Original Lease itself nor a memorandum thereof was recorded within the time frame required under Ala. Code § 35-4-6; and

WHEREAS, the Parties desire to enter into this Agreement so that there is an enforceable lease agreement providing the terms under which the Tenant may continue to lease and use the parcels described in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties hereto agree that this Lease shall supersede and replace the Original Lease, and further agree as follows:

1. Agreement to Lease:

(a) Tenant agrees to lease from the City the parcels described in Exhibit A and shown in Exhibit B (the "**Leased Premises**") on the terms and conditions hereinafter set out for the "**Lease Term**" which shall be a 99-year period beginning on the above-stated date being the same date this Agreement was executed by both Parties (the "**Commencement Date**") and ending on the 99th anniversary of the Commencement Date.

2. Leased Premises:

(a) Tenant has inspected the Leased Premises, and accepts it "AS IS" and has concluded it is adequate for Tenant's continued operation of Williamson and the construction of a new stadium.

(b) Tenant understands that Parcel G referenced in Exhibit A shall be included in the "Leased Premises," and subject to this Agreement, as soon as the parcel has been properly vacated by the City. Once the vacation document has been recorded by the City, the Parties agree to enter an amendment agreement updating the legal description for Parcel G in Exhibit A.

(c) Tenant shall not make any alterations to the Leased Premises without the prior written consent of the majority of its Board, however, if the Board's bylaws require unanimous consent for such action to be taken, then such unanimous consent shall be required in order for the alternation to be permitted by this Agreement.

3. Occupancy and Use:

(a) Tenant may occupy the Leased Premises at all times during the Lease Term.

(b) Nothing contained herein is intended to restrict the right of entry or access of the City, its designees, its staff, and emergency and security personnel, it being specifically acknowledged by the Tenant that the City, its designees, its staff, and emergency and security personnel, shall have access to and right of entry to all areas of the Leased Premises at all times, except that access to any buildings including the planned new stadium on the Leased Premises shall require prior consent from the Tenant, which shall not be unreasonably withheld.

4. Rent, Expenses, and Costs:

(a) As consideration for the use of the Leased Premises, Tenant shall pay the City, rent in the amount of **One and No/100 Dollars ($1.00)** for the entire Lease Term, receipt of which is hereby acknowledged by the City.

(b) The Tenant shall be responsible for ensuring that Tenant employs or contracts for a reasonable amount of security and maintenance personnel on the Leased Premises at the times needed throughout the Lease Term, and Tenant shall be solely responsible for maintenance, repairs, cleanup and any damages with respect to the Leased Premises which were not caused by the City.

5. Taxes, Licenses, Permits, Assessments:

(a) The Tenant shall be responsible for the collection and payment of any taxes, including sales taxes, that are due to state or local government from proceeds

received by Tenant as a result of the occupancy of use of the Leased Premises or the performance of any service by Tenant upon the Leased Premises, or as a result of the sale by Tenant of tickets to a sporting event or any other item, novelty or commodity sold at the Leased Premises by Tenant.

(b) The Tenant shall be responsible for ensuring that Tenant obtains all necessary State and local business licenses required for Tenant's operation and use of the Leased Premises. Copies of all licenses and permits shall be provided by Tenant to the City upon written request from the City.

(c) The City shall not be liable for the payment of any tax, late charge, or penalty of any nature incurred by Tenant in Tenant's use of the Leased Premises, or any revenue received by or payments made to or by Tenant. Tenant shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises or imposts, whether general or special or ordinary or extraordinary, or every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge against this Agreement or the property of the Tenant or of the City, caused or incurred by Tenant in its use of the Leased Premises.

6. Limitations on Use:

(a) Tenant shall not commit, allow or permit:

(i) Any waste or damage to, on, or about the Leased Premises;
(ii) Any unlawful or immoral uses or acts in, on, or about the Leased Premises;
(iii) Any uses or acts so as to injure persons or property in, on or about the Leased Premises; or,
(iv) Any nuisance in, on, or about the Leased Premises.

(b) Tenant shall comply with all legal requirements governing the use and the occupancy of the Leased Premises contemplated by this Agreement.

(c) Tenant shall not cause or permit Hazardous Material to be used, stored, or generated on, or transported to and from the Leased Premises in amounts prohibited by any applicable local, state or federal environmental law. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", toxic substances", or "solid waste" in any applicable local, state or federal environmental law.

7. Civil Rights Act.

During the performance of this Agreement, Tenant shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

8. Americans With Disabilities Act.

Tenant shall be responsible for ensuring that the Leased Premises complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as Tenant modifies, rearranges or sets up the Leased Premises in order to accommodate Tenant's usage. Tenant shall be responsible for any violations of the ADA on the Leased Premises as long as such violation was not caused by the City.

9. Insurance.

Tenant is self-insured for General Liability under the Alabama Trust for Boards of Education ($1,000,000 for each claim made, $2,000,000 in the aggregate).

10. Termination and Default.

The bankruptcy or insolvency of the Tenant, the failure to retain the liability coverage described above or similar coverage, Tenant's failure to secure the proper licenses or permits (those required by applicable law), or Tenant's failure to perform any other obligations hereunder shall be an "**Event of Default**" by Tenant. The City shall have the right to terminate this Agreement if Tenant ceases to use the Leased Premises for the purposes described herein.

The waiver by either party of any Event of Default, or other default, breach or violation of the terms of this Agreement, or the failure by either Party to enforce any of the provisions of this Agreement, or any rights herein, shall not in any respect limit, prejudice, diminish or constitute a waiver of any other right to otherwise act as allowed by law or this Agreement with respect to that Event of Default, default, breach or violation or of any continuing, prior, contemporaneous, or subsequent Event of Default, default, breach or violation, or to enforce any provisions or rights allowed under this Agreement.

11. Assignment:

This Agreement is not assignable or transferable without the prior written approval of the other Party. Tenant shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of the City.

This Agreement and the rights and obligations set forth herein shall inure only to the benefit of, and be binding only upon, the Parties hereto and their respective permitted successors and assigns. This Agreement shall not be construed as giving any person, other than the Parties hereto and their permitted successors and assigns any legal or equitable right, remedy or claim under or arising out of this Agreement, it being for the sole and exclusive benefit of the Parties and their permitted successors and assigns.

12. Severability:

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

17. Headings:

The paragraph headings are meant to be descriptive only and are not intended to affect or limit the content of the paragraph, nor are they to be used in interpreting the meaning of the paragraph or of this Agreement, it being intended that they only be used as a means to reference the provisions of this Agreement.

18. Singular and Plural:

Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

19. Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement.

20. Notices:

Any notice given pursuant to this Agreement shall be in writing and shall be transmitted to the City or to the Tenant, as the case may be as follows:

Notice to the City:

205 Government Street
Mobile, AL 36602
Attn: City Clerk

With copy to:

205 Government Street
Mobile, AL 36602
Attn: City Attorney

Notice to the Tenant:

Board of School Commissioners of Mobile County
Attn: Superintendent
1 Magnum Pass (physical)
P.O. Box 180069 (mailing)
Mobile, Alabama 36618

Any changes to the notice information for the Parties above must be provided to the other Party in advance and in writing.

21. Governing Law:

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to otherwise applicable principles of conflicts of law. Venue shall be in the Circuit Court of Mobile County, Alabama.

22. Entire Agreement:

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the Parties hereto.

23. Force Majeure:

The Parties shall be liable to or responsible to the other for any future performance (future performance does not include the payment of monies then owed) prevented by an act of God, an occurrence of nature, pandemic, epidemic, an act of war, or because of a governmental prohibition.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WHEREFORE, the Parties have signed this Agreement on the date above first written.

THE CITY OF MOBILE
By:_____
WILLIAM S. STIMPSON
As Its: Mayor

ATTEST:

_____
City Clerk

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

By:_____
CHRESAL D. THREADGILL
As Its: Superintendent

EXHIBIT A

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A

That parcel of land being bounded by a line described as follows, to wit: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, run thence West along the Half Section line 240.00 feet to a point; thence run South 00 degrees, 12 minutes East, 339.20 feet to the point of beginning of the property herein described; thence continue South 00 degrees 12 minutes East, 451.75 feet to a point, said point being the Southeast corner of property conveyed to Pate by Sweeney, by instrument recorded in Deed Book 572, page 132 of the Probate Court Records of Mobile County, Alabama; thence run West along the South line of property conveyed to Pate by Sweeney, a distance of 840.42 feet to a point on the East line of the 100 foot right of way of the Alabama Power Company; thence run North along said East line, and a projection thereof a distance of 295.60 feet to a point; on the North line of said 100 foot right of way; thence run West along said North line and a projection thereof a distance of 246.72 feet, more or less, to a point on the East line of Antwerp Street; thence along the East line of Antwerp Street run North 605.36 feet to the Southeast corner of Antwerp and Dublin Streets; thence along the South line of Dublin Street run North 69 degrees 44 minutes East, 398.15 feet to the Southwest corner of Dublin Street and Swallow Drive; thence along the West line of Swallow Drive run South 00 degrees 01 minutes West, 636.82 feet to a point where the South line of Kingbird Drive, if extended Westwardly, would intersect; thence along said extension and along the South line of Kingbird Drive run South 89 degrees 59 minutes East, 441.80 feet to the P.C. of a curve to the left, said curve having a radius of 172.37 feet; thence along the arc of said curve and along the South line of Kingbird Drive run Eastwardly 134.69 feet to a point which bears North 67 degrees 37 minutes 50 seconds East, 131.29 feet from the P.C. of said curve; thence run South 89 degrees 59 minutes East, 149.28 feet to the point of beginning.

Parcel B

That parcel of land being bounded by a line more particularly described as follows, to-wit: From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.00 feet to a point, thence South 0 degrees 07 minutes 30 seconds East a distance of 494.40 feet to a point, thence West a distance of 937.75 feet to the point on the West line of the 100 foot right of way of Alabama Power Company for the point of beginning of the property herein described; thence South and along said West line parallel with the East line of Antwerp Street a distance of 284.6 feet, more or less to a point on the North line of property conveyed by John C. McAleer, Sr. to James Smith and Johnnie V. Smith by deed dated October 1, 1956 and recorded in Real Property Book 323, page 619 of the records in the Office of the Judge of Probate of Mobile County, Alabama, thence West and along said North line a distance of 145.0 feet to a point of the East line of Antwerp Street, thence North along the

East line of Antwerp Street a distance of 284.6 feet, more or less to a point on the South line of the property of J. F. Pate, thence East and along said South line and parallel with the North line of Gaynor Street a distance of 145.00 feet to the point of beginning.

Parcel C

From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama run West a distance of 240.00 feet to a point, thence South 0 degrees, 07 minutes, 30 seconds East a distance of 494.40 feet to a point, thence South 0 degrees, 12 minutes East, a distance of 295.6 feet to the point of beginning of the property herein described (said point being on the South line of the property of J. F. Pate), thence continue South 0 degrees 12 minutes East a distance of 199.75 feet to a point on the North line of Gaynor Street, thence West along the North line of Gaynor Street a distance of 201.12 feet to the Northeast corner of Gaynor Street and Swan Drive, thence North 0 degrees 02 minutes, 45 seconds West along the East line of Swan Drive a distance of 199.75 feet to a point on the South line of said Pate property, thence East and parallel with the North line of Gaynor Street a distance of 200.86 feet to the point of beginning.

Parcel D

From the Northeast corner of the Northeast One-Quarter of the Southeast One-Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.0 feet; thence South 0 degrees 07 minutes 30 seconds East a distance of 494.4 feet to a point; run thence South 0 degrees 12 minutes East a distance of 495.35 feet to a point on the North line of Gaynor Street; run thence West along the North line of Gaynor Street a distance of 839.46 feet to the East line of the 100 foot right of way of Alabama Power Company for the point of beginning of the property herein described; thence continue West along the North line of Gaynor Street a distance of 100 feet to a point on the West line of said right of way; run thence North along said West right of way line a distance of 495.35 feet to an angle point in said right of way line, run thence East and along the North line of said right of way a distance of 100 feet to a point on the projection of the East line of said right of way; run thence South along the projection of and along the said East line 495.35 feet to a point on the North line of Gaynor Street which is the point of beginning.

Parcel E

From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.0 feet, thence South 0 degrees, 07 minutes 30 seconds East, a distance of 494.4 feet to a point, thence South 0 degrees 12 minutes East a distance of 495.35 feet to a point on the North line of Gaynor Street, thence West along the North line of Gaynor Street a distance of 251.12 feet to the Northwest corner of Gaynor Street and Swan Drive for the point of beginning of the property herein described, thence continue West along the North line of Gaynor Street a distance of 588.34 feet to a point on the East line of the 100 foot right of way of the Alabama Power Company, thence North on said East line a distance of 199.75 feet to a point on the South line of the property of J. F. Pate, thence East and along said South line and parallel

with the North line of Gaynor Street a distance of 157.25 feet to a point on a 84 foot radius curve to the left and the South line of Kingfisher Drive, thence Southeastwardly along the arc of said curve and the South line of Kingfisher Drive a distance of 54.99 feet to the point of tangency, thence North 89 degrees 58 minutes 30 seconds East along the South line of Kingfisher Drive a distance of 375.94 feet to the Southwest corner of Kingfisher Drive and Swan Drive, thence South 0 degrees 02 minutes 45 seconds East along the West line of Swan Drive a distance of 180.59 feet to the point of beginning.

Parcel F

That portion of the vacated right of way of Swan Street lying North of Gaynor Street and South of the property conveyed to the City of Mobile, a municipal corporation, by Warranty Deed dated September 16, 1969 and recorded in Real Property Book 932, page 87.

Parcel G

The vacated right of way of Kingfisher Drive as evidence by _____.

EXHIBIT B

Parcels A through G described in Exhibit A are shown below.

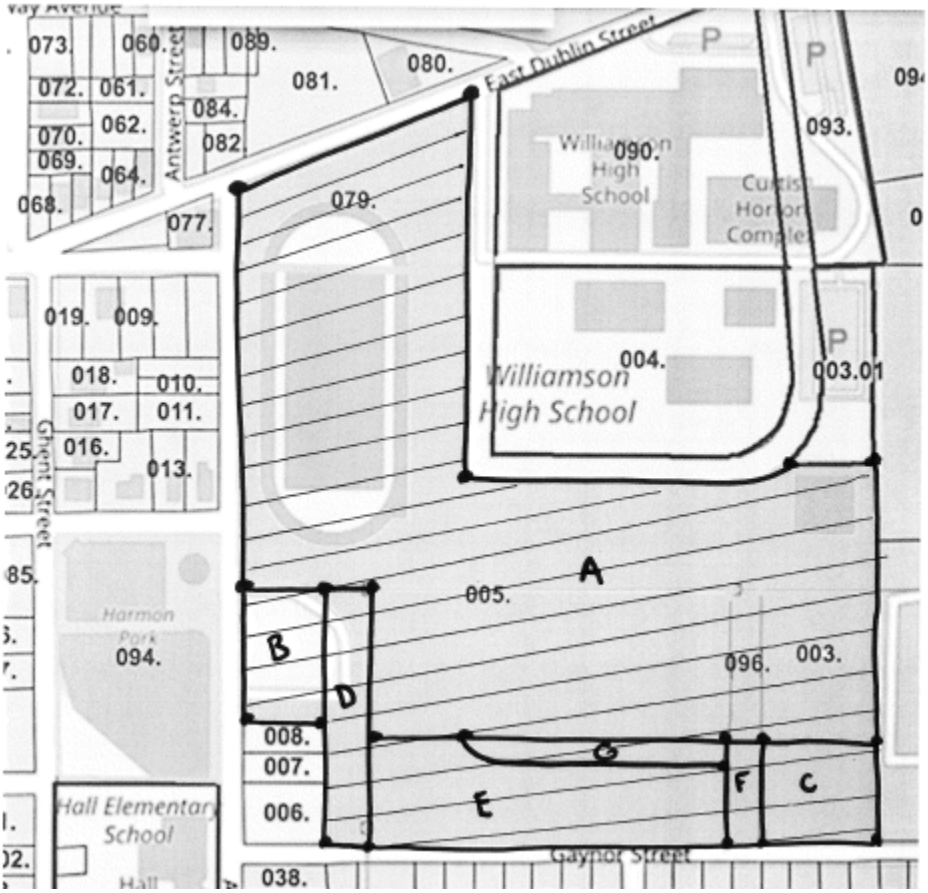


EXHIBIT A

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A

That parcel of land being bounded by a line described as follows, to wit: Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, run thence West along the Half Section line 240.00 feet to a point; thence run South 00 degrees, 12 minutes East, 339.20 feet to the point of beginning of the property herein described; thence continue South 00 degrees 12 minutes East, 451.75 feet to a point, said point being the Southeast corner of property conveyed to Pate by Sweeney, by instrument recorded in Deed Book 572, page 132 of the Probate Court Records of Mobile County, Alabama; thence run West along the South line of property conveyed to Pate by Sweeney, a distance of 840.42 feet to a point on the East line of the 100 foot right of way of the Alabama Power Company; thence run North along said East line, and a projection thereof a distance of 295.60 feet to a point; on the North line of said 100 foot right of way; thence run West along said North line and a projection thereof a distance of 246.72 feet, more or less, to a point on the East line of Antwerp Street; thence along the East line of Antwerp Street run North 605.36 feet to the Southeast corner of Antwerp and Dublin Streets; thence along the South line of Dublin Street run North 69 degrees 44 minutes East, 398.15 feet to the Southwest corner of Dublin Street and Swallow Drive; thence along the West line of Swallow Drive run South 00 degrees 01 minutes West, 636.82 feet to a point where the South line of Kingbird Drive, if extended Westwardly, would intersect; thence along said extension and along the South line of Kingbird Drive run South 89 degrees 59 minutes East, 441.80 feet to the P.C. of a curve to the left, said curve having a radius of 172.37 feet; thence along the arc of said curve and along the South line of Kingbird Drive run Eastwardly 134.69 feet to a point which bears North 67 degrees 37 minutes 50 seconds East, 131.29 feet from the P.C. of said curve; thence run South 89 degrees 59 minutes East, 149.28 feet to the point of beginning.

Parcel B

That parcel of land being bounded by a line more particularly described as follows, to-wit: From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.00 feet to a point, thence South 0 degrees 07 minutes 30 seconds East a distance of 494.40 feet to a point, thence West a distance of 937.75 feet to the point on the West line of the 100 foot right of way of Alabama Power Company for the point of beginning of the property herein described; thence South and along said West line parallel with the East line of Antwerp Street a distance of 284.6 feet, more or less to a point on the North line of property conveyed by John C. McAleer, Sr. to James Smith and Johnnie V. Smith by deed dated October 1, 1956 and recorded in Real Property Book 323, page 619 of the records in the Office of the Judge of Probate of Mobile County, Alabama, thence West and along said North line a distance of 145.0 feet to a point of the East line of Antwerp Street, thence North along the

East line of Antwerp Street a distance of 284.6 feet, more or less to a point on the South line of the property of J. F. Pate, thence East and along said South line and parallel with the North line of Gaynor Street a distance of 145.00 feet to the point of beginning.

Parcel C

From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama run West a distance of 240.00 feet to a point, thence South 0 degrees, 07 minutes, 30 seconds East a distance of 494.40 feet to a point, thence South 0 degrees, 12 minutes East, a distance of 295.6 feet to the point of beginning of the property herein described (said point being on the South line of the property of J. F. Pate), thence continue South 0 degrees 12 minutes East a distance of 199.75 feet to a point on the North line of Gaynor Street, thence West along the North line of Gaynor Street a distance of 201.12 feet to the Northeast corner of Gaynor Street and Swan Drive, thence North 0 degrees 02 minutes, 45 seconds West along the East line of Swan Drive a distance of 199.75 feet to a point on the South line of said Pate property, thence East and parallel with the North line of Gaynor Street a distance of 200.86 feet to the point of beginning.

Parcel D

From the Northeast corner of the Northeast One-Quarter of the Southeast One-Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.0 feet; thence South 0 degrees 07 minutes 30 seconds East a distance of 494.4 feet to a point; run thence South 0 degrees 12 minutes East a distance of 495.35 feet to a point on the North line of Gaynor Street; run thence West along the North line of Gaynor Street a distance of 839.46 feet to the East line of the 100 foot right of way of Alabama Power Company for the point of beginning of the property herein described; thence continue West along the North line of Gaynor Street a distance of 100 feet to a point on the West line of said right of way; run thence North along said West right of way line a distance of 495.35 feet to an angle point in said right of way line, run thence East and along the North line of said right of way a distance of 100 feet to a point on the projection of the East line of said right of way; run thence South along the projection of and along the said East line 495.35 feet to a point on the North line of Gaynor Street which is the point of beginning.

Parcel E

From the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 West, Mobile County, Alabama, run West a distance of 240.0 feet, thence South 0 degrees, 07 minutes 30 seconds East, a distance of 494.4 feet to a point, thence South 0 degrees 12 minutes East a distance of 495.35 feet to a point on the North line of Gaynor Street, thence West along the North line of Gaynor Street a distance of 251.12 feet to the Northwest corner of Gaynor Street and Swan Drive for the point of beginning of the property herein described, thence continue West along the North line of Gaynor Street a distance of 588.34 feet to a point on the East line of the 100 foot right of way of the Alabama Power Company, thence North on said East line a distance of 199.75 feet to a point on the South line of the property of J. F. Pate, thence East and along said South line and parallel

with the North line of Gaynor Street a distance of 157.25 feet to a point on a 84 foot radius curve to the left and the South line of Kingfisher Drive, thence Southeastwardly along the arc of said curve and the South line of Kingfisher Drive a distance of 54.99 feet to the point of tangency, thence North 89 degrees 58 minutes 30 seconds East along the South line of Kingfisher Drive a distance of 375.94 feet to the Southwest corner of Kingfisher Drive and Swan Drive, thence South 0 degrees 02 minutes 45 seconds East along the West line of Swan Drive a distance of 180.59 feet to the point of beginning.

Parcel F

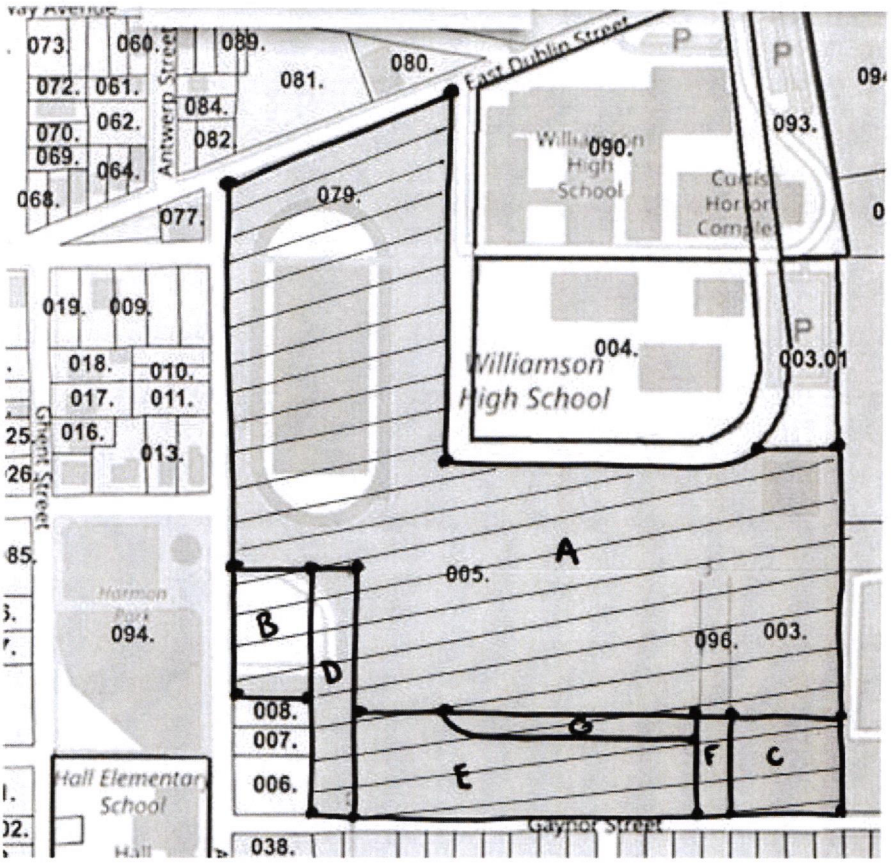
That portion of the vacated right of way of Swan Street lying North of Gaynor Street and South of the property conveyed to the City of Mobile, a municipal corporation, by Warranty Deed dated September 16, 1969 and recorded in Real Property Book 932, page 87.

Parcel G

The vacated right of way of Kingfisher Drive as evidence by _____.

EXHIBIT B

Parcels A through G described in Exhibit A are shown below.



88-030 2023

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT THEREOF WITH THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

Sponsored by: Mayor William S. Stimpson

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be leased to the Board of School Commissioners of Mobile County:

SEE ATTACHED EXHIBIT 'A' AND 'B'

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

SECTION THREE: Said Lease Agreement is by reference made a part of this Ordinance as fully as it set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance in accordance with the terms and conditions set forth in Resolution No. 40-342, adopted April 15, 1986.

Adopted:

_____

City Clerk

L:\Cycom32\WpDocs\D030\P001\00009578.DOC

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for EMT training for MFRD.
General fund.

Amount of Contract:

$60,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230622 USA Agenda Package POs	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11275	2023	(1510) FIRE ADMINISTRATION	EMT CERTIFICATION CLASS FOR MFRD (INTERGOVERNMENTAL AGREEMENT)	$60,000.00	(281269) UNIVERSITY OF SOUTH ALABAMA

Adopted:

_____
City Clerk

Bill To	Requisition 00011275-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA	FIRE CENTRAL SUPPLY
EMS DEPARTMENT	2851 OLD SHELL ROAD
600 CLINIC DR SUITE 400	
	MOBILE, AL 36607
MOBILE, AL 36688-0001	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
06/21/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Sourcing Notes			
	Send to: Dean's Office, College of Allied Health Professions, attn: Melody Baker Gray, 251-445-9252			
001	TRAINING CLASS	30.00 EACH	2000.00000	60000.00
	Additional Description Notes			
	Fall 2023 EMT Certification Course as per your quote dated 10/13/2022 (only change to quote is quantity of students)			
	Vendor Item			
	Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			60000.00
	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 60000.00

Bill To	Requisition 00011275-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
06/21/23	281269				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	60000.00	2433427.40
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Approved	06/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	06/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/21/23	JOHN PAINE	
Approved	06/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for 30 Paragon acorn LED street light luminaires for Traffic Engineering.
CIP operating supplies

Amount of Contract:

$53,880.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2023062 Southern2 Agenda Package POs	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6671	2023	(2060) TRAFFIC ENGINEERING	30 PARAGON ACORN LED STREET LIGHT LUMINAIRES FOR TRAFFIC ENGINEERING (SEALED BID 5814)	$53,880.00	(278464) SOUTHERN LIGHTING & TRAFFIC SYSTEMS

Adopted:

_____
City Clerk

Bill To	Requisition 00006671-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS 113 INDUSTRIAL PARK DRIVE CUMMING, GA 30040 Tel#205-999-1950	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5814 AND YOUR BID RESPONSE			
001	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE, LED KING LUMINAIRE GLOSS BLACK FINISH K124R-R1AR-111-100 (SSL)-1063-120:277-K12-5K-WRS-GLOSS BLACK. Inventory Item/Loc 18075	30.00 EACH	1796.00000	53880.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0333 .OPERSUPPLS. .			53880.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00006671-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	TRAFFIC ENGINEERING
113 INDUSTRIAL PARK DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			53880.00

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

Account			Amount	Remaining Budget
E C0333	.OPERSUPPLS.	.	53880.00	3.38

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.		
	53880.00	2433427.40

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	06/20/23	SANDRA LEWIS	Requisition item removed chang
CCancelled	06/20/23	SANDRA LEWIS	GL Allocation changed
Approved	03/04/23	MARYBETH BERGIN	
Approved	03/04/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	04/21/23	MARYBETH BERGIN	
Approved	04/21/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	05/16/23	MARYBETH BERGIN	
Approved	05/16/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	06/20/23	JENNIFER WHITE	
Approved	03/06/23	BRENDA RHODES	
Approved	03/06/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/06/23	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/23	BRENDA RHODES	
Approved	04/24/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/24/23	RELYA MALLORY	Auto approved by: 910511034
Approved	05/17/23	BRENDA RHODES	
Approved	05/17/23	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To	Requisition 00006671-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	TRAFFIC ENGINEERING
113 INDUSTRIAL PARK DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/23	278464				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/17/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	06/20/23	BRENDA RHODES			
	Approved	06/20/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	06/20/23	RELYA MALLORY		Auto approved by: 910511034	
	Forward	04/07/23	KAREN NAMAN		Automatic Forward to 9105paij	
	Unknown	04/07/23	SANDRA LEWIS			
	Rejected	04/07/23	SANDRA LEWIS		waiting on new specs	
	Rejected	05/02/23	SANDRA LEWIS		AS PER JENNIFER AWAITING NEW S	
	Approved	06/21/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	06/21/23	SANDRA LEWIS			
	Approved	06/21/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	06/21/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5814

STREET LIGHTING

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS	GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS	
Line					
1	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED KING LUMINAIRE, GLOSS BLACK FINISH K124R-R1AR-III-100 (SSL)-1063-120V-K12-5K-WRS	$ 1,796.00	NO BID	$ 2,450.00	
2	POLE, DUCTILE IRON, DECORATIVE STREET LIGHT POLE 11' ARCADIAN FINISH PAINTED BLACK, GFCI RECEPTACLE ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 3/4 INCH X 24 INCH, MUST MATCH EXISTING POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50 GFWI-CW	BID PRICE OF $2950.00 LOCAL VENDOR ADJUSTMENT $3245.00	$ 3,065.72	$ 3,800.00	

STATE OF ALABAMA LOCAL VENDOR PREFERENCE LAW 41-16-50 (a) AND (d)

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/31/2023	**5814**	**TRAFFIC**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, JUNE 16, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

STREET LIGHTING
THIS BID REPLACES BID 5787

QTY 1-100

LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED,
KING LUMINAIRE, GLOSS BLACK FINISH
K124R-R1AR-III-100(SSL)-1063-120V-K12-5K-WRS
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

QTY 1-100

POLE, DUCTILE IRON, DECORATIVE, STREET LIGHT POLE,
11' ARCADIAN-FINISH, PAINTED BLACK, GFCI RECEPTACLE,
ONE PIECE FLARE TOP WITH HIGH TENON, HEAVY WALL
ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED
ANCHOR BOLTS (4) ¾ INCH X 24 INCH, MUST MATCH EXISTING
POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50-GFWI-CW
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

Quanties listed are approximations.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be firm for a six (6) month period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for five (5) additional six (6) month periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TO BE AWARDED ON A LINE ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR ROADWAY LIGHT POLE & LUMINAIRE
Downtown Standards
April 2023

I. General.

The following are the requirements for ductile iron roadway light pole and luminaire to meet the standards established within Downtown Mobile. The light pole shall consist of a one-piece fluted, tapered pole, anchor bolts, base plate, and any other features as described in this specification. The luminaire shall be an acorn style fixture complete with ring, struts and finial.

II. Light pole.

The pole shall consist of an 8-fluted (alternating curved and flat) tapered shaft manufactured in one piece cast ductile iron per A536-84 Grade 65-45-12. The octagonal pole shall be 11-feet in height with a nominal 20-inch outside bottom diameter at the base (flat to flat). Shaft shall range from approximately 20-inch at the bottom of the shaft to 205-inch at top of shaft with a flared finish width of 5-3/4-inch. The tenon shall be 3-1/2-inch diameter and 3-1/2-inch tall. The pole shall include an access door and tamper proof hex socket security machine screws for fastening to the pole.

The pole shall be primed and finished black.

Each pole will have grounding provisions inside the pole base opposite the access door to accommodate a 1/4-inch ground stud (stud not included).

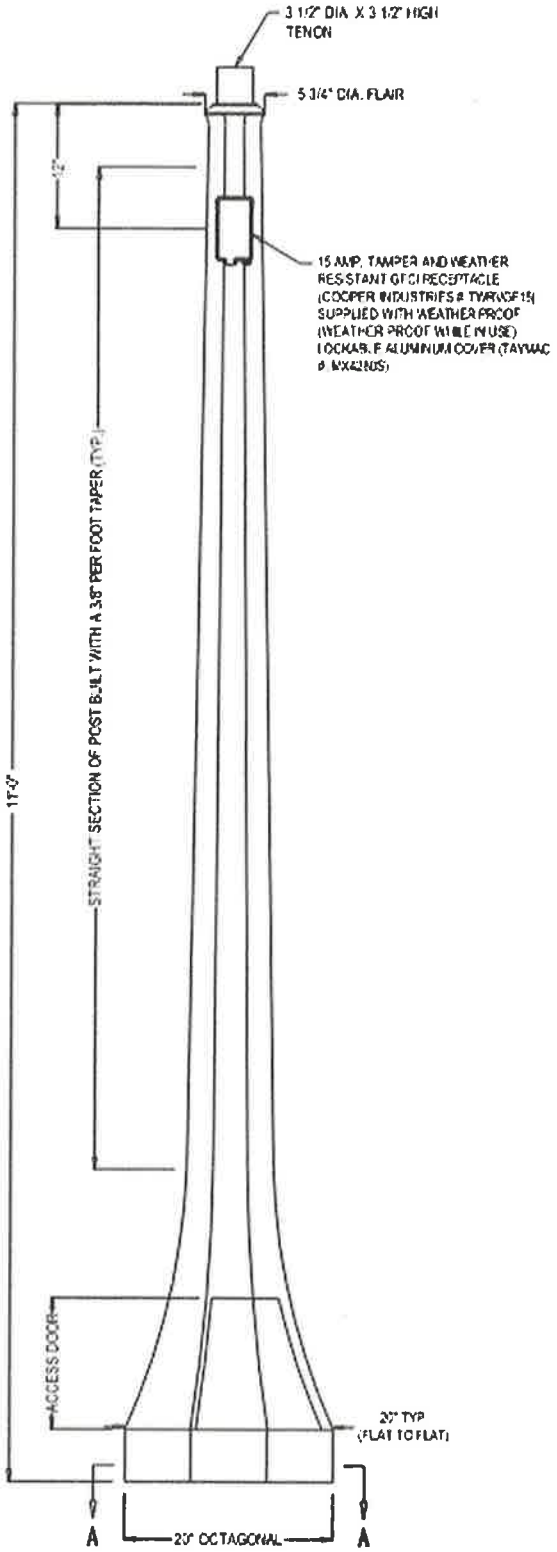
The aluminum base plate of the pole shall be designed to accommodate a 12-inch bolt circle pattern. Pole shall come complete with four 3/4-inch x 24-inch L-type anchor bolts with 3" horizontal bend manufactured of hot-dipped galvanized steel. The anchor bolt assembly shall also include one nut and one washer per bolt. A 3" bolt projection is required.

The pole shall include a GFCI receptacle with in-use weather-proof cover centered 12-inches from top of pole. The cover shall be aluminum and finished textured black to match the pole. Orientation shall be forty-five degrees from access door.

III. Luminaire.

The luminaire shall be a decorative acorn consisting of a textured polycarbonate lens, ring and strut housing and vented finial. The luminaire shall be a 100 W LED fixture, designed for 120-277 voltage and a Type III light distribution. The overall fixture height shall measure 41-11/16-inch. The cast aluminum collar shall be 8-3/8-inch tall and size to accept a 3-1/2 inch diameter by 3-1/2-inch tall pole tenon. The finish shall be textured gloss black.

Example Illustrations.



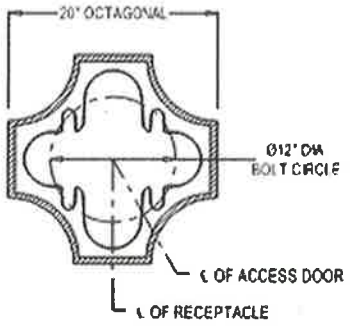
LAMP POST SPECIFICATIONS

STYLE:	ARCADIAN WITH THE MOBILE TOP
HEIGHT	11'-0"
BASE	20" OCTAGONAL (FLAT TO FLAT)
MATERIAL:	ONE PIECE, CAST DUCTILE IRON PER A536-84 GRADE 65-45-12
FINISH	PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACROLON - CLASSIC BLACK
ACCESS DOOR	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS
GROUND PROVISIONS	DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STUD (STUD SUPPLIED BY OTHERS)
ANCHOR BOLTS:	(4) 3/4" DIA. X 24" LONG + 3" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION	3" REQUIRED
TENON:	3 1/2" DIA. X 3 1/2" HIGH

CATALOG NO.

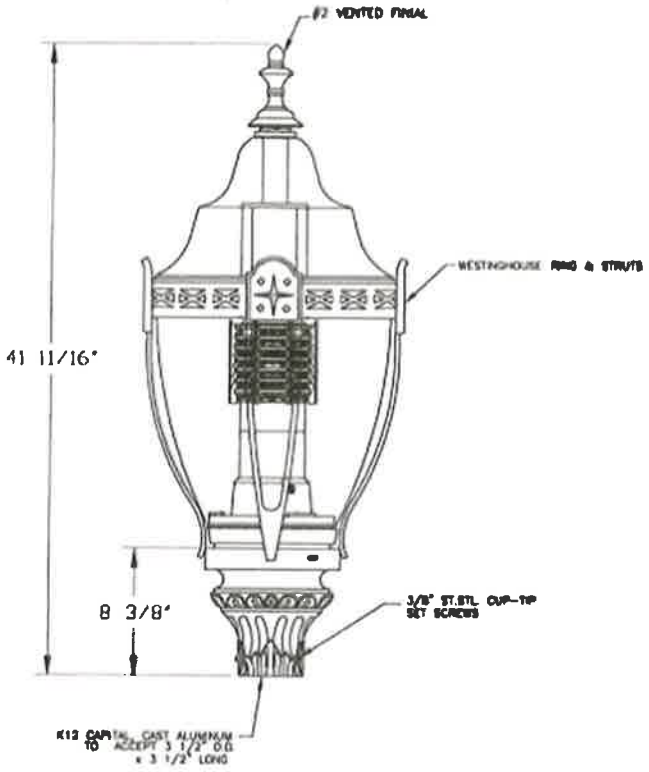
W/ RECEPTACLE	DPSARC-20-11.00-M5-TN3.50-3.50-GFWI-CB
W/O RECEPTACLE:	DPSARC-20-11.00-M5-TN3.50-3.50-CB
ANCHOR BOLTS	323-1NW

- GFCI RECEPTACLE REQUIRED
- ANCHOR BOLTS REQUIRED



SECTION A-A
BASE PLATE DETAIL

Example Illustrations.



LUMINAIRE SPECIFICATIONS

CATALOGUE NO.:	K124-R1AR-III-100(SSL)-1063 -120:277-K12-WRS-4K-BK
GLOBE MOUNTING:	NON-ROTOLOCK
OPTICAL SYSTEM:	REFRACTIVE ARRAY ACRYLIC RIPPLED
IES CLASS.:	TYPE III
WATTAGE:	100W (1063 SERIES) SOLID STATE LIGHTING
LINE VOLTAGE:	120:277V
CCT:	4000K
POLE ADAPTOR:	K12
PAINT:	TEXTURED (GLOSS) BLACK
OPTIONS:	WESTINGHOUSE RING & STRUTS

OPTIONS

QUICK DISCONNECT	☒
TERMINAL BLOCK	☐

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:7/5/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for 5 traffic signal controller cabinets for Traffic Engineering.
General fund.

Amount of Contract:

$69,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230622 Southern Agenda Package POs	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11305	2023	(2060) TRAFFIC ENGINEERING	5 TRAFFIC SIGNAL CONTROLLER CABINETS FOR TRAFFIC ENGINEERING (SEALED BID 5803)	$69,500.00	(278464) SOUTHERN LIGHTING & TRAFFIC SYSTEMS

Adopted:

_____
City Clerk

Bill To	Requisition 00011305-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference DIANNA LOVE
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/21/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5803 AND YOUR BID RESPONSE			
001	CABINET, TRAFFIC, BASE, MOUNT TS2-TYPE 1 WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18302	3.00 EACH	14700.00000	44100.00
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			44100.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	CABINET, TRAFFIC, POLE MOUNT, TS2- TYPEII WITHOUT CONTROLLER.	2.00 EACH	12700.00000	25400.00

Bill To	Requisition 00011305-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/21/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18117			
1	1000.40.20.3005.2060.3005.0000.0000.44020.			25400.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 69500.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	69500.00	272311.27
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/22/23	DONALD ROSE	Auto approved by: 910518227

Bill To	Requisition 00011305-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/21/23	278464				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/22/23	SANDRA LEWIS			
	Approved	06/22/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	06/22/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5803

TRAFFIC SIGNAL EQUIPMENT CABINETS

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS				
Line						
1	TS2-TYPE I BASE MONT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 14,700.00				
2	TS2-TYPE I POLE MONT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 14,500.00				
3	TS2-TYPE II BASE MOUNT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 13,600.00				
4	TS2-TYPE II BASE MOUNT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 12,700.00				

ADDENDUM

April 25, 2023

RE: City of Mobile Bid #5803 Traffic Signal Equipment Cabinets, Controllers

Please consider the following to be addendum to City of Mobile Bid #5803 Traffic Signal Equipment Cabinets, Controllers

REMOVE
Qty 1-5 for each line item

REPLACE WITH

Aprroximate Qty 1-5 for each line item

If you have any questions please feel free to contact us at purchasing@cityofmobile.org.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/25/2023	5803	VARIOUS	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, May 19th, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

TRAFFIC SIGNAL EQUIPMENT
CABINETS, CONTROLLERS

Please observe instructions on Reverse side.

Please quote your prices in the unit specified in the bid.

All prices to be delivered pricing, FOB Mobile.

Products bid are to be compatible with existing equipment currently in use by the City of Mobile.

Provide Specifications on Traffic Signal Control Cabinets.

Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods.

Items with options may be selected in place of the base bid item.

Approximate quantity is for each type of item, not for each optional item.

All items must meet requirements as per attached Specifications.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 2 of 3

Qty 1-5

TS2-Type I

1. **Base Mount Cabinet Assembly without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type I

2. **Pole Mount Cabinet Assembly without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type II

3. **Base Mount Cabinet without Controller**

Make _____ Model _____

Unit Price $_____

Qty 1-5

TS2-Type II

4. **Pole Mount Cabinet without Controller**

Make _____ Model _____

Unit Price $_____

THE ABOVE ITEMS MUST MEET THE ATTACHED SPECIFICATIONS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ON A PER ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the bid documents, on plan sheets, and on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute ofTransportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufactures Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and defin it ions of the equipment, words, and term inology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

(a) DESCRIPTION.
A cabinet assembly with controller shall consist of a controller unit, conflict monitor, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(b) CABINET DESIGN.
The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.
The cabinet shall be fabricated from cast aluminum or shaped sheet aluminum. Unless otherwise shown on the plans, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be primed and finished with two coats of high-grade enamel paint, complying with the requirements of Section 855.

2. CABINET DIMENSIONS.
The cabinet shall be large enough to provide ample space to house the controller unit, conflict monitor,auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate the largest controller dimensions for the specific number of phases required by the plans or proposal.
The minimum size of pole mounted controller cabinet shall be 41 inches in height, 28 inches in width, and 16 inches in depth.
The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.
When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material. Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position. Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required. Auxiliary Cabinet Door: A small, hinged, auxiliary door {police compartment door) shall be provided on the out side of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4 GASKETING.
Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS .
The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key. Two keys shall be furnished for each type of lock.

6. SHELVES.
The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.
A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with 'oa11 bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copes of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.
Cabinets shall be provided with a minimum of two {2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both
LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.
The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.
The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling. The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling. There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.
A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.
Ground electrodes at controllers shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth. of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.
A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 - 15R grounding type outlet and shall have independent ground fault circuit protection.

12. CABINET VENTILATION.
Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring. A thermostatically controlled power vent and fan shall be provided. The thermostat shall activate the fan at 110 oF and de-activate the fan at 90 oF with an accuracy of± 5 T

13. IDENTIFICATION PLATE.
An aluminum identification plate shall be affixed to the cabinet door. The identification plate shall be sized to provide the message "City of Mobile" either etched or embossed in 1 inch high letters. The letters shall be delineated in black enamel.

14. DATA LABEL.
A data label shall be placed on the inside of the cabinet door to provide the following information:
- Manufacturer's name- All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Conflict Monitor Model Number
- Conflict Monitor Serial Number
- Time Base Coordinator Model Number (If applicable)
- Time Base Coordinator Seria l Number (If applicable)
- Communication Unit Model Number {If applicable)
- Communication Unit Serial Number (if applicable)
- Master Model Number (If applicable)
- Master Serial Number (If applicable)
- Time Clocks Model Number (If applicable)
- Time Clocks Serial Number (If applicable)

(c) **AUXILIARY DEVICES.**

1. GENERAL.
Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.
The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.
The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH .
The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.
Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 of . The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.
When specified, detector test switches shall be furnished to check all detector control circuits.

6. MERCURY CONTACTOR.
A mercury contactor input power relay shall be a 40 A relay for 2 phase and 4 phase controllers and a 60 A relay for 8 phase controllers.

(d) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or non plug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All panel wiring shall be neat, firm, and hardwired .

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

• Terminal block to provide connections for the circuit breaker and power supply line.

• Terminal block unfused, for neutral side of power supply line.

• Terminal blocks for conductors of signal control cable. One terminal for each signal circuit and one or more terminals for the common conductor shall be provided.

The termina l blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from on~{l iece of-pure mpi)ei.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.
The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.
Terminal connections used on solid wire shall be soldered.
10. WIRING .
Wiring with controller cabinet shall be neatly laced and identified.
All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.
The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.
All wiring to AC+ shall be colored black. All wiring to AC- shall be colored white.
All wiring to chassis ground shall be colored green.
11. CABLES.
All cables shall be self-contained and have continuous jackets from terminal facility into connector.
The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.
The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.
All cables shall be sel f-contained and shall not be split to feed more than one connector.
12. DETECTOR PANEL.
A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.
A twelve-position double tie blank terminal strip shall be mounted on detector panel for future use.
13. SWITCH PANELS.
An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.
14. GROUNDING.
All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.
All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.
Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.
16. RADIO INTERFERENCE SUPPRESSION.
Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.
17. MAINTENANCE PANEL SWITCHES.
These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only). The STOP-TIME switch shal l be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.
The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.
The Signal ON/OFF switch shall be a two position switch the kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.
18. MAIN CIRCUIT BREAKERS.
A circuit breaker shall be furnished . Circuit breakers shall be rated at 20 A for two phase controllers, shall be rated at 30 A for three and four phase controllers, and shall be rated at 40 A for five through eight phase controllers.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.
19. POWER SUPPLY.
Unless otherwise specified the controller unit and associated equipment shall operate reliably on 115 V; 60 Hz single phase alternating current.
Any internal DC voltages required to satisfactorily operate a cabinet assembly shall be from a regulated power supply designed to generate all DC voltages required, constructed as an integral part of the cabinet assembly.
The grounded side of the power supply shall be carried throughout the controller in a continuous circuit.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a springconnected mountin& or equivalent arrangement.

21. SIGNAl *LOAD* SWU..Q::!-ARRESTOR.

The load switch output shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION .

All lightning protection devices shall be replaceable without removing any panels.

23. INDICATOR LIGHTS.

Controllers having indicator lights with a design or in circuit life of less than 75,000 hours shall have a micro-switch located on the cabinet door that will extinguish the indicators when the door is closed.

24. NEMA INDICATION WIRING .

All ,NEMA functions plus NEMA coded status bits and voltage monitor outputs as listed in the NEMA Standards Publ ication No. TS 2-2016. Outputs shall be brought out and wired to an individua l tie point of a terminal strip before further routing.

25. PREEMPTION (PRIORITY CONTROL) .

When preemption is required by the plans or proposal, electrical devices, logic circuits and special wiring shall be provided which will assume control over local traffic control equipment to require display of special safety modes giving preferential right-of-way to emergency vehicles or protection at railroad crossings.

(e) **CONFLICT MONITOR.**

1. TYPE.

Confl ict Monitor shall be a NEMA Type 12L and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. MONITOR REMOVAL.

The intersection shall remain in flash operation when the monitor has been removed.

3. BLOWN FUSE MONITOR.

The intersection shall go to flashing operation when the monitor fuse blows.

4. POWER SUPPLY MALFUNCTION.

The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall apply stop timing on the controller when tripped .

7. INDICATION OF DRIVE FAILURE.

The conflict monitor shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.
The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.
9. CLOCK.
The unit shall have a real time clock.
10. EVENT LOG .
The unit shall have an event log that contains the following data :
• AC power interruption/restoration logging;
• Logs reset after failure;
• Log 24 V values;
• Log CVM failure;
• Load switch failure;
• Log all faults with time and date.
11. EXTENDED MONITORING.
The unit shall have the following extended monitoring:
• Dual indication monitoring per channel;
• Short vehicle clearance detection.
12. DISPLAY OF INTERSECTION STATUS.
The unit shall be capable of displaying intersection status.
13. READBACK.
The unit shall have program card readback.
14. TERMINATION OF UNUSED INPUTS.
All unused inputs will be brought out and terminated on a terminal strip.
15. MONITOR INPUT WIRING.
Monitor inputs shall be wired to field output terminals.

(f) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.
All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.
• Unit shall be capable of withstanding repeated *20,000* A surges a minimum of 25 times.
• Unit shall have internal follow-current limiters (resistive elements).
• Unit shall contain a minimum of three active clamping stages.

• Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
• Parallel impedance of limiters shall be less than 0.15 ohms.
• Unit voltage shall be to the circuit breaker before cabinet voltage filters.
• Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.
The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.
2. PROTECTION OF SIGNAL LOAD SWITCHES.
Each load switch shall be furnished with a gas tube or metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.
Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.
Unit shall have a current rating of1.0,DOO A {8/impulsej onetrrne.
Unit shall have a striking voltage of 300 to 500 V DC.
Unit shall have a minimum holdover of 155 V DC.
Unit shall be installed across the Triac of each section of the load switch. The cent er electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.
3. PROTECTION OF CONTROLLER UNIT AND CONFLICT MONITOR.
Power and neutral for controller and conflict monitor shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.
The surge protection device shall meet or exceed the following performance requirements.
Protectors, after being subjected to twenty five 20 kA (8 X 20 ~s) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.
The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.
The peak current shall be 20,000 A.
The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.
FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data
Insertion Loss Requirements
Frequency Insertion Loss (db)
60 Hz 0
10 kHz 34
50 kHz 55
100 kHz 76
500 kHz 68
2 MHz 58
5 MHz 58
10 MHz 58
20 MHz 63
4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.
Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.
Unit shall have internal follow-current limiters (resistive elements).
Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
Unit shalt not have thermal circuit breakers in place of limiters.
Limiter resistance shall be between 0.15 0 and 0.39 0.
Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.
5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).
External surge protection for each detector must meet the following requirements.
Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.
Unit shall be of the inductive type with a maximum DC resistance of 150 mO.
Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.
Unit shall be a two stage device.
Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.
Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.
Unit shall withstand repeated surges.
Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.
(g) **WIRING DIAGRAM.**
Two copies of cabinet wiring diagram shall be supplied as well as copies ofthe following:
• Controller circuit diagrams and schematics;
• Controller Operations Manual;
• Conflict Monitor diagrams and schematics.
• Flasher diagrams and schematics;
• Load Relay diagrams and schematics;
• Diagrams and schematics of any externa l hardware supplied;
• Template of Base Mounting if base mounted.
Cabinet prints shall include flash color change instructions for all phases and all overlaps.
Cabinet prints shall be keyed to show every input and every output from every terminal.
If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.
Cabinet prints shall show every connector.
{h) CONTROLLER UNIT.
1. TYPE.
Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements requ ired on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to t~ EMA Tet~uiremerrts .
Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.
2. SOFTWARE COMPATIBILITY.
Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey receptacle, with an option to include any necessary datakey.
3. USER INTERFACE.
The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

III. Master Cabinet Assembly.

{a) MASTER CABINET.
The following additional requirements shall apply to the cabinet for a master cabinet assembly.
The master cabinet assembly shall house a hardwire master interconnect panel to provide for seven wire interconnect 120 V to be complete with three NEMA load switches, and complete with 120 V relays. The required functions provided shall consist of three dials; three offsets and flash; outputs and inputs. Panels shall have all components mounted on 0.125 inch sheet aluminum. The panel shall be completely wired in-place to include all necessary harness, and shall be wired to conform to the requirements of the MUTCD for system flash.
Terminal block faci lit ies shall be provided for the interconnection.
(b) MASTER CONTROLLER UNIT.
1. GENERAL.

The master controller for an interconnected traffic control signal system shall be
the apparatus required to provide supervisory functions under normal operation as described for interconnected controllers. The master control shall be compatible with the controller unit supplied with the cabinet assembly with controller.
2. MOTOR.
The master controller shall be driven by a synchronous motor or be provided with a synchronous control mechanism which will maintain a constant time cycle; however, when it is not necessary to keep a traffic control signal system in step with adjacent systems or adjacent non-interconnected controllers, an induction motor driven master controller may be specified.
3. SUPERVISORY FUNCTIONS.
• Means for automatically establishing offset time relations of local controllers.
• Hand operated switch for turning off completely all traffic control signal lights at interconnected local controllers.
• Hand operated switch for transfer of traffic control signal lights at each local controller to give flashing indications.

• Hand operated switch for selectin_g offset at which all inter.connected local controllers shall operate in accordance with three distinct timing plans.
• Hand operated switch for selecting two or three interval setups on which each of the interconnected local controllers shall operate.
The above requirements of shall be obtainable when specified, by means of an automatic time switch, in which case the automatic switching schedule shall be required.

IV. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (g) as defined above.

V. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two {2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) **ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.**

1. TYPE.

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements required on the plans will ind icate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

(b) **STANDARD NEMA TS-2 CONTROLLER.**

1. TYPE.

Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and conilector-s for a~l ~ssary user connections. The standard controller -sha11 have a monochrome menu display.

The controller shall include an option that allows updating software using a Windows based computer, a USB thumb drive, or an SD card. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

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:7/5/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Lighting & Traffic Systems for 7 traffic signal controller cabinets for Traffic Engineering.
CIP

Amount of Contract:

$100,700.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230620 Southern Agenda Package POs	Cover Memo	6/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11128	2023	(2060) TRAFFIC ENGINEERING	7 TRAFFIC SIGNAL CONTROLLER CABINETS FOR TRAFFIC ENGINEERING (SEALED BID 5803)	$100,700.00	(278464) SOUTHERN LIGHTING & TRAFFIC SYSTEMS

Adopted:

_____
City Clerk

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5803 AND YOUR BID RESPONSE			
001	CABINET, TRAFFIC, BASE, MOUNT	1.00	14700.00000	14700.00
	TS2-TYPE 1 WITHOUT CONTROLLER.	EACH		
	AS PER MY BID 5803 AND YOUR BID			
	RESPONSE.			
	Vendor Item			
	Inventory Item/Loc 18302			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0794 .OPERSUPPLS. .			14700.00

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	CABINET, TRAFFIC, BASE, MOUNT TS2-TYPE 1 WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18302	1.00 EACH	14700.00000	14700.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0343 .OPERSUPPLS. .			14700.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	CABINET, TRAFFIC, BASE, MOUNT TS2-TYPE 1 WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18302	2.00 EACH	14700.00000	29400.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E C0727 .OPERSUPPLS. .			29400.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	CABINET, TRAFFIC, BASE, MOUNT TS2-TYPE 1 WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18302	1.00 EACH	14700.00000	14700.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0293 .OPERSUPPLS. .			14700.00

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	CABINET, TRAFFIC, POLE MOUNT, TS2- TYPEII WITHOUT CONTROLLER. AS PER MY BID 5803 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18117	2.00 EACH	13600.00000	27200.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			27200.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

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

Requisition Link

Requisition Total 100700.00

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

Account			Amount	Remaining Budget
E C0293	.OPERSUPPLS.	.	14700.00	24312.73
E C0343	.OPERSUPPLS.	.	14700.00	75243.71
E C0727	.OPERSUPPLS.	.	56600.00	667643.41
E C0794	.OPERSUPPLS.	.	14700.00	85300.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	100700.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Rejected	06/14/23	JENNIFER WHITE	General fund does not have ade
Approved	06/15/23	JENNIFER WHITE	
Approved	06/15/23	BRENDA RHODES	
Approved	06/15/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/15/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/16/23	SANDRA LEWIS	
Approved	06/16/23	DONALD ROSE	Auto approved by: 910518227
Approved	06/16/23	SANDRA LEWIS	

Bill To	Requisition 00011128-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
SOUTHERN LIGHTING & TRAFFIC SYSTEMS	ELECTRICAL
113 INDUSTRIAL PARK DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
CUMMING, GA 30040	DLOVE@CITYOFMOBILE.ORG
Tel#205-999-1950	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/15/23	278464				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/16/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	06/16/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5803

TRAFFIC SIGNAL EQUIPMENT CABINETS

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS				
Line						
1	TS2-TYPE I BASE MONT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 14,700.00				
2	TS2-TYPE I POLE MONT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 14,500.00				
3	TS2-TYPE II BASE MOUNT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 13,600.00				
4	TS2-TYPE II BASE MOUNT CABINET ASSEMBLY WITHOUT CONTROLLER	$ 12,700.00				

ADDENDUM

April 25, 2023

RE: City of Mobile Bid #5803 Traffic Signal Equipment Cabinets, Controllers

Please consider the following to be addendum to City of Mobile Bid #5803 Traffic Signal Equipment Cabinets, Controllers

REMOVE
Qty 1-5 for each line item

REPLACE WITH

Aprroximate Qty 1-5 for each line item

If you have any questions please feel free to contact us at purchasing@cityofmobile.org.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/25/2023	5803	VARIOUS	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, May 19th, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

TRAFFIC SIGNAL EQUIPMENT
CABINETS, CONTROLLERS

Please observe instructions on Reverse side.

Please quote your prices in the unit specified in the bid.

All prices to be delivered pricing, FOB Mobile.

Products bid are to be compatible with existing equipment currently in use by the City of Mobile.

Provide Specifications on Traffic Signal Control Cabinets.

Pricing to be firm for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) additional six (6) month periods.

Items with options may be selected in place of the base bid item.

Approximate quantity is for each type of item, not for each optional item.

All items must meet requirements as per attached Specifications.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 2 of 3					
Qty 1-5	TS2-Type I 1. **Base Mount Cabinet Assembly without Controller** Make _____ Model _____ Unit Price $_____						
Qty 1-5	TS2-Type I 2. **Pole Mount Cabinet Assembly without Controller** Make _____ Model _____ Unit Price $_____						
Qty 1-5	TS2-Type II 3. **Base Mount Cabinet without Controller** Make _____ Model _____ Unit Price $_____						
Qty 1-5	TS2-Type II 4. **Pole Mount Cabinet without Controller** Make _____ Model _____ Unit Price $_____						
	THE ABOVE ITEMS MUST MEET THE ATTACHED SPECIFICATIONS.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. **TO BE AWARDED ON A PER ITEM BASIS**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given elsewhere in the bid documents, on plan sheets, and on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute ofTransportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufactures Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and defin it ions of the equipment, words, and term inology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

The cabinet assembly shall be configured and bench-tested prior to installing the cabinet assembly. An Electrician from the City of Mobile Electrical Department Traffic Division shall inspect the cabinet assembly prior to turning on the system.

(a) DESCRIPTION.
A cabinet assembly with controller shall consist of a controller unit, conflict monitor, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(b) CABINET DESIGN.
The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.
The cabinet shall be fabricated from cast aluminum or shaped sheet aluminum. Unless otherwise shown on the plans, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be primed and finished with two coats of high-grade enamel paint, complying with the requirements of Section 855.

2. CABINET DIMENSIONS.
The cabinet shall be large enough to provide ample space to house the controller unit, conflict monitor,auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate the largest controller dimensions for the specific number of phases required by the plans or proposal.
The minimum size of pole mounted controller cabinet shall be 41 inches in height, 28 inches in width, and 16 inches in depth.
The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.
When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material. Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position. Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required. Auxiliary Cabinet Door: A small, hinged, auxiliary door {police compartment door) shall be provided on the out side of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4 GASKETING.
Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS .
The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key. Two keys shall be furnished for each type of lock.

6. SHELVES.
The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.
A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with 'oa11 bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copes of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.
Cabinets shall be provided with a minimum of two {2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both
LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.
The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.
The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling. The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling. There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.
A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.
Ground electrodes at controllers shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth. of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.
A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 - 15R grounding type outlet and shall have independent ground fault circuit protection.

12. CABINET VENTILATION.
Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring. A thermostatically controlled power vent and fan shall be provided. The thermostat shall activate the fan at 110 oF and de-activate the fan at 90 oF with an accuracy of± 5 T

13. IDENTIFICATION PLATE.
An aluminum identification plate shall be affixed to the cabinet door. The identification plate shall be sized to provide the message "City of Mobile" either etched or embossed in 1 inch high letters. The letters shall be delineated in black enamel.

14. DATA LABEL.
A data label shall be placed on the inside of the cabinet door to provide the following information:
- Manufacturer's name- All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Conflict Monitor Model Number
- Conflict Monitor Serial Number
- Time Base Coordinator Model Number (If applicable)
- Time Base Coordinator Seria l Number (If applicable)
- Communication Unit Model Number {If applicable)
- Communication Unit Serial Number (if applicable)
- Master Model Number (If applicable)
- Master Serial Number (If applicable)
- Time Clocks Model Number (If applicable)
- Time Clocks Serial Number (If applicable)

(c) **AUXILIARY DEVICES.**

1. GENERAL.
Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.
The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.
The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH .
The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.
Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 of . The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.
When specified, detector test switches shall be furnished to check all detector control circuits.

6. MERCURY CONTACTOR.
A mercury contactor input power relay shall be a 40 A relay for 2 phase and 4 phase controllers and a 60 A relay for 8 phase controllers.

(d) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or non plug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All panel wiring shall be neat, firm, and hardwired .

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

• Terminal block to provide connections for the circuit breaker and power supply line.

• Terminal block unfused, for neutral side of power supply line.

• Terminal blocks for conductors of signal control cable. One terminal for each signal circuit and one or more terminals for the common conductor shall be provided.

The termina l blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from on~{liece of-pure mpi)ei.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.
The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.
Terminal connections used on solid wire shall be soldered.
10. WIRING .
Wiring with controller cabinet shall be neatly laced and identified.
All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.
The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.
All wiring to AC+ shall be colored black. All wiring to AC- shall be colored white.
All wiring to chassis ground shall be colored green.
11. CABLES.
All cables shall be self-contained and have continuous jackets from terminal facility into connector.
The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.
The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.
All cables shall be sel f-contained and shall not be split to feed more than one connector.
12. DETECTOR PANEL.
A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.
A twelve-position double tie blank terminal strip shall be mounted on detector panel for future use.
13. SWITCH PANELS.
An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.
14. GROUNDING.
All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.
All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.
Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.
16. RADIO INTERFERENCE SUPPRESSION.
Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.
17. MAINTENANCE PANEL SWITCHES.
These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only). The STOP-TIME switch shal l be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.
The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.
The Signal ON/OFF switch shall be a two position switch the kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.
18. MAIN CIRCUIT BREAKERS.
A circuit breaker shall be furnished . Circuit breakers shall be rated at 20 A for two phase controllers, shall be rated at 30 A for three and four phase controllers, and shall be rated at 40 A for five through eight phase controllers.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.
19. POWER SUPPLY.
Unless otherwise specified the controller unit and associated equipment shall operate reliably on 115 V; 60 Hz single phase alternating current.
Any internal DC voltages required to satisfactorily operate a cabinet assembly shall be from a regulated power supply designed to generate all DC voltages required, constructed as an integral part of the cabinet assembly.
The grounded side of the power supply shall be carried throughout the controller in a continuous circuit.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a springconnected mountin& or equivalent arrangement.

21. SIGNAl *LOAD* SWU..Q::!-ARRESTOR.

The load switch output shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION .

All lightning protection devices shall be replaceable without removing any panels.

23. INDICATOR LIGHTS.

Controllers having indicator lights with a design or in circuit life of less than 75,000 hours shall have a micro-switch located on the cabinet door that will extinguish the indicators when the door is closed.

24. NEMA INDICATION WIRING .

All ,NEMA functions plus NEMA coded status bits and voltage monitor outputs as listed in the NEMA Standards Publ ication No. TS 2-2016. Outputs shall be brought out and wired to an individua l tie point of a terminal strip before further routing.

25. PREEMPTION (PRIORITY CONTROL) .

When preemption is required by the plans or proposal, electrical devices, logic circuits and special wiring shall be provided which will assume control over local traffic control equipment to require display of special safety modes giving preferential right-of-way to emergency vehicles or protection at railroad crossings.

(e) **CONFLICT MONITOR.**

1. TYPE.

Confl ict Monitor shall be a NEMA Type 12L and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. MONITOR REMOVAL.

The intersection shall remain in flash operation when the monitor has been removed.

3. BLOWN FUSE MONITOR.

The intersection shall go to flashing operation when the monitor fuse blows.

4. POWER SUPPLY MALFUNCTION.

The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED CONFLICT MONITOR.

The conflict monitor shall apply stop timing on the controller when tripped .

7. INDICATION OF DRIVE FAILURE.

The conflict monitor shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.
The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.
9. CLOCK.
The unit shall have a real time clock.
10. EVENT LOG .
The unit shall have an event log that contains the following data :
• AC power interruption/restoration logging;
• Logs reset after failure;
• Log 24 V values;
• Log CVM failure;
• Load switch failure;
• Log all faults with time and date.
11. EXTENDED MONITORING.
The unit shall have the following extended monitoring:
• Dual indication monitoring per channel;
• Short vehicle clearance detection.
12. DISPLAY OF INTERSECTION STATUS.
The unit shall be capable of displaying intersection status.
13. READBACK.
The unit shall have program card readback.
14. TERMINATION OF UNUSED INPUTS.
All unused inputs will be brought out and terminated on a terminal strip.
15. MONITOR INPUT WIRING.
Monitor inputs shall be wired to field output terminals.

(f) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.
All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.
• Unit shall be capable of withstanding repeated *20,000* A surges a minimum of 25 times.
• Unit shall have internal follow-current limiters (resistive elements).
• Unit shall contain a minimum of three active clamping stages.

• Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
• Parallel impedance of limiters shall be less than 0.15 ohms.
• Unit voltage shall be to the circuit breaker before cabinet voltage filters.
• Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.
The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.
2. PROTECTION OF SIGNAL LOAD SWITCHES.
Each load switch shall be furnished with a gas tube or metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.
Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.
Unit shall have a current rating of1.0,DOO A {8/impulsej onetrrne.
Unit shall have a striking voltage of 300 to 500 V DC.
Unit shall have a minimum holdover of 155 V DC.
Unit shall be installed across the Triac of each section of the load switch. The cent er electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.
3. PROTECTION OF CONTROLLER UNIT AND CONFLICT MONITOR.
Power and neutral for controller and conflict monitor shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.
The surge protection device shall meet or exceed the following performance requirements.
Protectors, after being subjected to twenty five 20 kA (8 X 20 ~s) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.
The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.
The peak current shall be 20,000 A.
The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.
FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data
Insertion Loss Requirements
Frequency Insertion Loss (db)
60 Hz 0
10 kHz 34
50 kHz 55
100 kHz 76
500 kHz 68
2 MHz 58
5 MHz 58
10 MHz 58
20 MHz 63
4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.
Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.
Unit shall have internal follow-current limiters (resistive elements).
Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
Unit shalt not have thermal circuit breakers in place of limiters.
Limiter resistance shall be between 0.15 0 and 0.39 0.
Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.
5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).
External surge protection for each detector must meet the following requirements.
Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.
Unit shall be of the inductive type with a maximum DC resistance of 150 mO.
Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.
Unit shall be a two stage device.
Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.
Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.
Unit shall withstand repeated surges.
Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.
(g) **WIRING DIAGRAM.**
Two copies of cabinet wiring diagram shall be supplied as well as copies ofthe following:
• Controller circuit diagrams and schematics;
• Controller Operations Manual;
• Conflict Monitor diagrams and schematics.
• Flasher diagrams and schematics;
• Load Relay diagrams and schematics;
• Diagrams and schematics of any externa l hardware supplied;
• Template of Base Mounting if base mounted.
Cabinet prints shall include flash color change instructions for all phases and all overlaps.
Cabinet prints shall be keyed to show every input and every output from every terminal.
If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.
Cabinet prints shall show every connector.
{h) CONTROLLER UNIT.
1. TYPE.
Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements requ ired on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to t~ EMA Tet~uiremerrts .
Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.
2. SOFTWARE COMPATIBILITY.
Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey receptacle, with an option to include any necessary datakey.
3. USER INTERFACE.
The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

III. Master Cabinet Assembly.

{a) MASTER CABINET.
The following additional requirements shall apply to the cabinet for a master cabinet assembly.
The master cabinet assembly shall house a hardwire master interconnect panel to provide for seven wire interconnect 120 V to be complete with three NEMA load switches, and complete with 120 V relays. The required functions provided shall consist of three dials; three offsets and flash; outputs and inputs. Panels shall have all components mounted on 0.125 inch sheet aluminum. The panel shall be completely wired in-place to include all necessary harness, and shall be wired to conform to the requirements of the MUTCD for system flash.
Terminal block faci lit ies shall be provided for the interconnection.
(b) MASTER CONTROLLER UNIT.
1. GENERAL.

The master controller for an interconnected traffic control signal system shall be
the apparatus required to provide supervisory functions under normal operation as described for interconnected controllers. The master control shall be compatible with the controller unit supplied with the cabinet assembly with controller.
2. MOTOR.
The master controller shall be driven by a synchronous motor or be provided with a synchronous control mechanism which will maintain a constant time cycle; however, when it is not necessary to keep a traffic control signal system in step with adjacent systems or adjacent non-interconnected controllers, an induction motor driven master controller may be specified.
3. SUPERVISORY FUNCTIONS.
- Means for automatically establishing offset time relations of local controllers.
- Hand operated switch for turning off completely all traffic control signal lights at interconnected local controllers.
- Hand operated switch for transfer of traffic control signal lights at each local controller to give flashing indications.

• Hand operated switch for selectin_g offset at which all inter.connected local controllers shall operate in accordance with three distinct timing plans.
• Hand operated switch for selecting two or three interval setups on which each of the interconnected local controllers shall operate.
The above requirements of shall be obtainable when specified, by means of an automatic time switch, in which case the automatic switching schedule shall be required.

IV. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (g) as defined above.

V. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two {2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) **ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.**

1. TYPE.

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this project. Controller shall be NTCIP and fully meet the ATC Standard 5.2b and proposed ATC 5201 Standard v06.

The phase requirements required on the plans will ind icate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, or required by the plans or the proposal, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

(b) **STANDARD NEMA TS-2 CONTROLLER.**

1. TYPE.

Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller.

The phase requirements required on the plans will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and conilector-s for a~l ~ssary user connections. The standard controller -sha11 have a monochrome menu display.

The controller shall include an option that allows updating software using a Windows based computer, a USB thumb drive, or an SD card. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

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:7/5/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 9 ductile iron decorative street light poles for Traffic Engineering.
CIP operating supplies

Amount of Contract:

$27,591.48

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Graybar Agenda Package POs	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11263	2023	(2060) TRAFFIC ENGINEERING	9 DUCTILE IRON DECORATIVE STREET LIGHT POLES FOR TRAFFIC ENGINEERING (SEALED BID 5814)	$27,591.48	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011263-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	whitej@cityofmobile.org
Tel#251-706-5605	
Fax 251-666-6293	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5814 AND YOUR BID RESPONSE			
001	POLE DUCTILE IRON, DECORATIVE STREET LIGHT POLE, 11' ARCADIAN- FINISH PAINTED BLACK, GFCI RECEPTACLE; ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83 BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 1/4"x 24" MUST MATCH SPRING CITY DPS ARC-20-11.00-TN3.50/3.50-GFWI-CW. AS PER YOUR QUOTE AND MY BID 5573. VENDOR TO PROVIDE SPRING CITY DPSARC-20-11.00-TN3.50/3. 50-GFWI-CW-BLACK Vendor Item Inventory Item/Loc 18104	9.00 EACH	3065.72000	27591.48
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0333 .OPERSUPPLS. .			27591.48

Bill To	Requisition 00011263-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	whitej@cityofmobile.org
Tel#251-706-5605	
Fax 251-666-6293	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/23	075199				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 27591.48

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

Account			Amount	Remaining Budget
E C0333	.OPERSUPPLS.	.	27591.48	3.38

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	27591.48	2433427.40

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	06/20/23	JENNIFER WHITE	
Approved	06/20/23	BRENDA RHODES	
Approved	06/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/20/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/22/23	SANDRA LEWIS	

Bill To	Requisition 00011263-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	TRAFFIC ENGINEERING
4359 HALLS MILL RD	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	whitej@cityofmobile.org
Tel#251-706-5605	
Fax 251-666-6293	
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/23	075199				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/22/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	06/22/23	SANDRA LEWIS			
	Approved	06/22/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	06/22/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5814

STREET LIGHTING

VENDORS		SOUTHERN LIGHTING & TRAFFIC SYSTEMS	GRAYBAR	CONSOLIDATED ELECTRICAL DISTRIBUTORS	
Line					
1	LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED KING LUMINAIRE, GLOSS BLACK FINISH K124R-R1AR-III-100 (SSL)-1063-120V-K12-5K-WRS	$ 1,796.00	NO BID	$ 2,450.00	
2	POLE, DUCTILE IRON, DECORATIVE STREET LIGHT POLE 11' ARCADIAN FINISH PAINTED BLACK, GFCI RECEPTACLE ONE PIECE FLARE TOP WITH HIGH TENON HEAVY WALL ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED ANCHOR BOLTS (4) 3/4 INCH X 24 INCH, MUST MATCH EXISTING POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50 GFWI-CW	BID PRICE OF $2950.00 LOCAL VENDOR ADJUSTMENT $3245.00	$ 3,065.72	$ 3,800.00	

STATE OF ALABAMA LOCAL VENDOR PREFERENCE LAW 41-16-50 (a) AND (d)

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/31/2023	**5814**	**TRAFFIC**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, JUNE 16, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

STREET LIGHTING
THIS BID REPLACES BID 5787

QTY 1-100

LIGHTING FIXTURE, PARAGON ACORN LUMINAIRE-LED,
KING LUMINAIRE, GLOSS BLACK FINISH
K124R-R1AR-III-100(SSL)-1063-120V-K12-5K-WRS
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

QTY 1-100

POLE, DUCTILE IRON, DECORATIVE, STREET LIGHT POLE,
11' ARCADIAN-FINISH, PAINTED BLACK, GFCI RECEPTACLE,
ONE PIECE FLARE TOP WITH HIGH TENON, HEAVY WALL
ASTM A-48-83, BOLT CIRCLE TO BE 12 INCH GALVANIZED
ANCHOR BOLTS (4) ¾ INCH X 24 INCH, MUST MATCH EXISTING
POLES SPRING CITY DPSARC-20-11.00-TN3.50/3.50-GFWI-CW
(see attached drawing) NO SUBSTITUIONS MUST MATCH EXISTING

Make_____Model_____

Quanties listed are approximations.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be firm for a six (6) month period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for five (5) additional six (6) month periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TO BE AWARDED ON A LINE ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
SPECIFICATIONS FOR ROADWAY LIGHT POLE & LUMINAIRE
Downtown Standards
April 2023

I. General.

The following are the requirements for ductile iron roadway light pole and luminaire to meet the standards established within Downtown Mobile. The light pole shall consist of a one-piece fluted, tapered pole, anchor bolts, base plate, and any other features as described in this specification. The luminaire shall be an acorn style fixture complete with ring, struts and finial.

II. Light pole.

The pole shall consist of an 8-fluted (alternating curved and flat) tapered shaft manufactured in one piece cast ductile iron per A536-84 Grade 65-45-12. The octagonal pole shall be 11-feet in height with a nominal 20-inch outside bottom diameter at the base (flat to flat). Shaft shall range from approximately 20-inch at the bottom of the shaft to 205-inch at top of shaft with a flared finish width of 5-3/4-inch. The tenon shall be 3-1/2-inch diameter and 3-1/2-inch tall. The pole shall include an access door and tamper proof hex socket security machine screws for fastening to the pole.

The pole shall be primed and finished black.

Each pole will have grounding provisions inside the pole base opposite the access door to accommodate a 1/4-inch ground stud (stud not included).

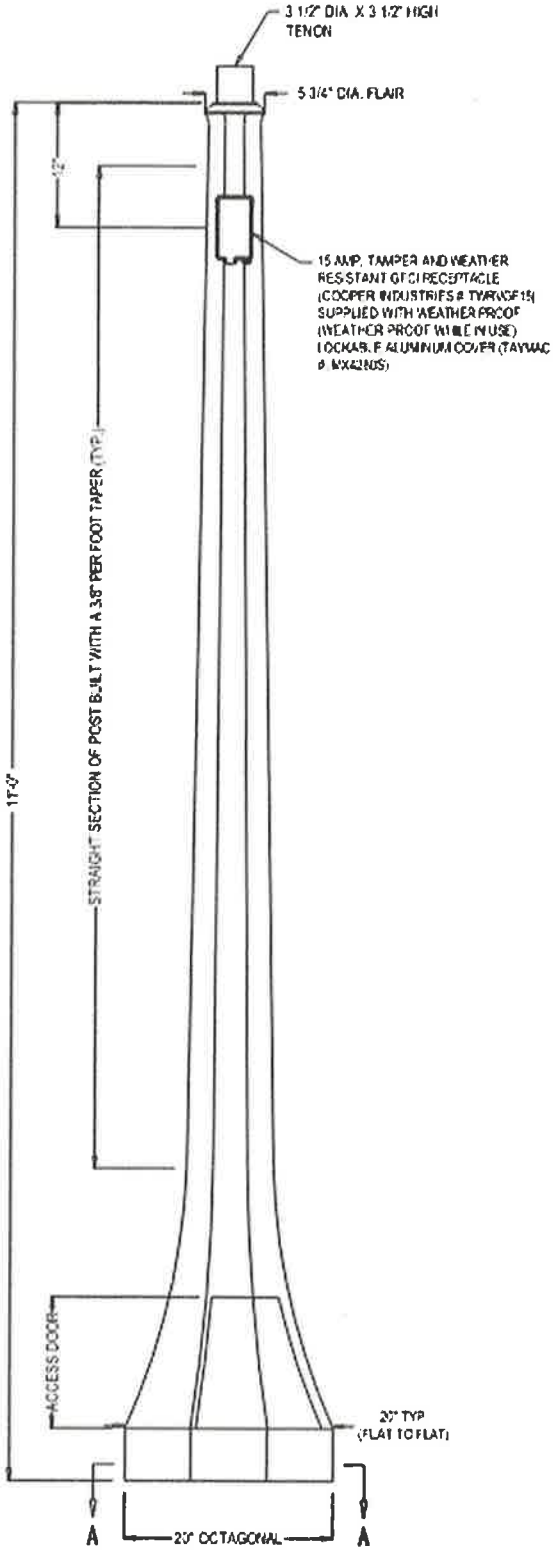
The aluminum base plate of the pole shall be designed to accommodate a 12-inch bolt circle pattern. Pole shall come complete with four 3/4-inch x 24-inch L-type anchor bolts with 3" horizontal bend manufactured of hot-dipped galvanized steel. The anchor bolt assembly shall also include one nut and one washer per bolt. A 3" bolt projection is required.

The pole shall include a GFCI receptacle with in-use weather-proof cover centered 12-inches from top of pole. The cover shall be aluminum and finished textured black to match the pole. Orientation shall be forty-five degrees from access door.

III. Luminaire.

The luminaire shall be a decorative acorn consisting of a textured polycarbonate lens, ring and strut housing and vented finial. The luminaire shall be a 100 W LED fixture, designed for 120-277 voltage and a Type III light distribution. The overall fixture height shall measure 41-11/16-inch. The cast aluminum collar shall be 8-3/8-inch tall and size to accept a 3-1/2 inch diameter by 3-1/2-inch tall pole tenon. The finish shall be textured gloss black.

Example Illustrations.



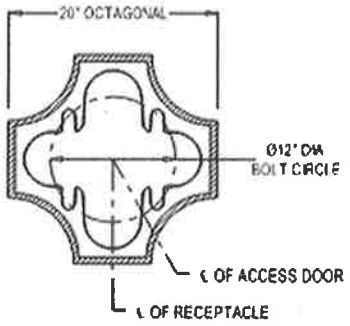
LAMP POST SPECIFICATIONS

STYLE:	ARCADIAN WITH THE MOBILE TOP
HEIGHT	11'-0"
BASE	20" OCTAGONAL (FLAT TO FLAT)
MATERIAL:	ONE PIECE, CAST DUCTILE IRON PER A536-84 GRADE 65-45-12
FINISH	PRIME PAINT THEN FINISH SHERWIN WILLIAMS ACROLON - CLASSIC BLACK
ACCESS DOOR	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS
GROUND PROVISIONS	DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STUD (STUD SUPPLIED BY OTHERS)
ANCHOR BOLTS:	(4) 3/4" DIA. X 24" LONG + 3" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION	3" REQUIRED
TENON:	3 1/2" DIA. X 3 1/2" HIGH

CATALOG NO.

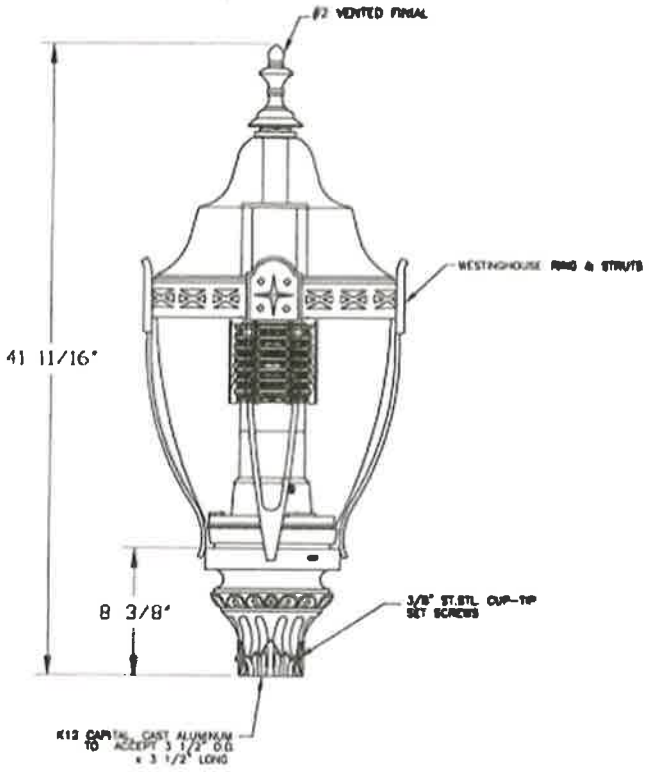
W/ RECEPTACLE	DPSARC-20-11.00-M5-TN3.50-3.50-GFW/I-CB
W/O RECEPTACLE:	DPSARC-20-11.00-M5-TN3.50-3.50-CB
ANCHOR BOLTS	323/1NW

- GFCI RECEPTACLE REQUIRED
- ANCHOR BOLTS REQUIRED



SECTION A-A
BASE PLATE DETAIL

Example Illustrations.



LUMINAIRE SPECIFICATIONS

CATALOGUE NO.:	K124-R1AR-III-100(SSL)-1063 -120:277-K12-WRS-4K-BK
GLOBE MOUNTING:	NON-ROTOLOCK
OPTICAL SYSTEM:	REFRACTIVE ARRAY ACRYLIC RIPPLED
IES CLASS.:	TYPE III
WATTAGE:	100W (1063 SERIES) SOLID STATE LIGHTING
LINE VOLTAGE:	120:277V
CCT:	4000K
POLE ADAPTOR:	K12
PAINT:	TEXTURED (GLOSS) BLACK
OPTIONS:	WESTINGHOUSE RING & STRUTS

OPTIONS

QUICK DISCONNECT	☒
TERMINAL BLOCK	☐

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:7/5/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For upgrades to Bienville Park including Fountain, sidewalks, landscaping, etc.

Amount of Contract:

$3,247,560.00

Funding Source

Project # Bienville Square - Fountain & Site Amenities Improvements PR-021-22

Discretionary Funds

Project String C0603 TIF Bienville Square Fountain/Allia (20002000-48010)

Contract Number:4500

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/15/2023 - 2:36 PM
Capital	Hollins, Tiffany	Approved	6/15/2023 - 3:39 PM
Legal	Kern, Chris	Approved	6/15/2023 - 3:47 PM
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

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 Velma McMillian Maharaj

Amount of Contract:

n/a

Effective Date of Contract:

7/5/2023

Funding Source

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

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 - Maharaj	Resolution Letter	6/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/21/2023 - 10:27 AM
			6/22/2023 -

Legal	Kern, Chris	Approved	10:51 AM
Mayors Office	Montgomery, Brandi	Approved	6/22/2023 - 2:39 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 Velma McMillian Maharaj, 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\D021\P006\00117342.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet 2	Cover Memo	5/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/25/2023 - 4:32 PM

41-640 **2023**

RESOLUTION

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

Adopted:

_____

City Clerk

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

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 5th day of July, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the north side of Government Street, 140' ± east of South Ann Street from B-1, Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 5th day of July, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 7th day of June, 2023 in the Lagniappe.

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

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

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

AN ORDINANCE 2023

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

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

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

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

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

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

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

Adopted:

_____

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 25, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 16, 2023 considered the request of **Griffith Shell (Gerald Byrd, Agent)** for a change in zoning from **B-1, Buffer Business District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District** for the property located at the **North side of Government Street, 140'± East of South Ann 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) full compliance with all municipal codes and ordinances; and 3) compliance with the Voluntary Conditions & Use Restrictions submitted by the applicant.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

VOLUNTARY CONDITIONS AND USE RESTRICTIONS

I, the undersigned, as the owner of the property located at the **North side of Government Street, 140'± East of South Ann Street**, more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

Armory (Private); Correctional Facilities (private); Emergency Response Facility (Private); Social Assistance, Welfare and Charitable Services; Community Residence (Less than 5 persons); Community Residence (5 or more persons); Community Residence Transitional (Less than 5 persons); Community Residence Transitional (More than 5 persons); Fraternity or Sorority Dorms; Emergency Refuge; Emergency Shelter; Foster Care Adult/Child; Life Care or Continuing Services; Rooming and Boarding; Hotel/Motel; Recreational Vehicle Park; Short Term Rentals; Retirement Home/Elderly Housing; Oil and Gas Company (Drilling); Hospital; Appliance Repair Services; Bail Bond Services; Building Maintenance Services; Animal Services (Indoor and Outdoor); Adult Entertainment; Civic Space; Cultural Facility; Entertainment Facility of Event Venue; Night Club; Recreational Facility (Indoor and Outdoor); Youth Organization Camp; Club or Lodge (public or private); Religious Facility; Truck Stop; Truck Repair (Trucks with more than six wheels); Broadcast Transmission Facility; Alternative Financial Service Provider; Automated Teller Machine - Free Standing Drive Up; Bar/Lounge; Hardware/Home Improvement > 30,000sf; Liquor Store; Machinery and Equipment Rental and Leasing; Parking Facility; Transit Shelter; Heliport/Miscellaneous Air Transportation; Utility not within a structure; Gasoline Sales; Gasoline Sales with Auto Service; Convenience Store with Gasoline Sales.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:
N/A

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

Owner Signature * **/S M Griffith/, 5/23/2023***

Applicant Signature * **/S M Griffith/, 5/23/2023***

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	7/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/29/2023 - 2:48 PM

27-729 **2023**

RESOLUTION

Sponsored by: Mayor Stimpson

WHEREAS, a special municipal election has been called to be held on the 25th day of July, 2023, and a runoff election, to be held if necessary, on the 22nd day of August, 2023, and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the municipal governing body, not less than 15 days before the holding of any special municipal election, appoint from the qualified electors of the municipality, officers to hold the election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the persons named on the list attached hereto and made a part hereof, be, and they hereby are, designated as the election officers for the voting centers of the City of Mobile for the special municipal election to be held on July 25, 2023, and for the run-off election on August 22, 2023.

Adopted:

_____

City Clerk

6-1 (Volunteers of America)
1204 Hillcrest Road

Charles Jerry Timothy
Michelle McDermott
Deborah S. Zoghby
Ricky Russell
Miles Ball
Daniel Stover
Suzan Bacon
Judy Tabb
Lisa Brewer
Marjorie Russell
Michael Tabb
Charlie Waller

6-2 Our Savior Catholic Church
1801 Cody Road

Marie V. Owens
Elizabeth Houston
Donna P. Carroll
Linda B. Fobes
Louis W. Owens
Stanley H. Houston
Charles J. Robertson
Andrew W. Hayes, Jr.
Mary L. Stein Dixon
Rebecca B. Jones
Theresa Orrell

6-3 (Connie Hudson Senior Center
3201 Hillcrest Road

Tara Crawford
Mary Lang
Karen Ruckart
Michael Ruckart

6-4 (Corpus Christi Catholic Church)
6300 McKenna Drive

Storey Walters
Jamie Gottlieb
Mona Rylee
Ken Mosley
Janice Mosley
Bryan Lee
Kristy King
Wilson Horst
Steve Terry

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman CJ Small

Purpose and Scope of Project:

To assist in the celebration of 25 years of jazz in July of 2023, in downtown Mobile, Alabama

Amount of Contract:

$500.00

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 - GULF COAST ETHNIC AND HERITAGE JAZZ FESTIVAL PRODUCTIONS, INC.	Cover Memo	6/29/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	6/29/2023 - 8:29 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **$500.00** to Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc., from his discretionary funds*; and

WHEREAS, *Gulf Coast Ethnic and Heritage Jazz Festival Productions, 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 *Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc., will be used to assist in the celebration of 25 years of jazz in July of 2023, in downtown Mobile, Alabama,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$500.00** to Gulf Coast Ethnic and Heritage Jazz Festival Productions, 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:7/5/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CJ SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH MOB MUSIC FESTIVAL ON JULY 14TH-16TH, 2023, THE ALABAMA HIP HOP COMMUNITY TOUR ON JULY 17TH-22ND, 2023, AND THE OPPORTUNITY DAY SCHOOL TOUR WITH MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS) MENTAL HEALTH FAIR, TALENT SHOWCASE, AND RESOUCE EVENTS DURING THE 2023-2024 SCHOOL YEAR.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-03/10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - OPPORTUNITY 4 ENTERTAINERS & PERFORMING ARTS	Cover Memo	6/23/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	6/23/2023 - 10:01 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **$1,000.00** to Opportunity 4 Entertainers & Performing Arts, from her discretionary funds*; and

WHEREAS, *Opportunity 4 Entertainers & Performing Arts,* 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 Opportunity 4 Entertainers & Performing Arts*, will be used to assist with MOB Music Festival on July 14th-16th, 2023, the Alabama Hip Hop Community Tour on July 17th-22nd, 2023, and the Opportunity Day School Tour with Mobile County Public School System (MCPSS) Mental Health Fair, Talent Showcase, and Resource Events during the 2023-2024 School Year*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Opportunity 4 Entertainers & Performing Arts, 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:7/5/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilman Joel Daves

Purpose and Scope of Project:

To assist in the celebration of 25 years of jazz in July of 2023, in downtown Mobile, Alabama.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-05/10041020-42080 **Discretionary Funds** DSC-05

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - GULF COAST ETHNIC AND HERITAGE JAZZ FESTIVAL PRODUCTIONS, INC	Cover Memo	6/29/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	6/29/2023 - 8:35 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **$1,000.00** to Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc., from his discretionary funds*; and

WHEREAS, *Gulf Coast Ethnic and Heritage Jazz Festival Productions, 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 *Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc., will be used to assist in the celebration of 25 years of jazz in July of 2023, in downtown Mobile, Alabama,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Gulf Coast Ethnic and Heritage Jazz Festival Productions, 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:7/5/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO SUPPORT THE VETERANS HELPING VETERANS CAR SHOW AT BATTLESHIP MEMORIAL PARK.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-08/10040580-42080 **Discretionary Funds** DSC-08

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - P.L. WILSON DETACHMENT OF THE MARINE CORPS LEAGUE, INCORPORATED	Cover Memo	6/29/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	6/29/2023 - 9:35 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **$1,000.00** to P.L. Wilson Detachment of the Marine Corps League, Incorporated, from his discretionary funds*; and

WHEREAS, *P.L. Wilson Detachment of the Marine Corps League, Incorporated.,* 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 *P.L. Wilson Detachment of the Marine Corps League, Incorporated., will be used in support of the Veterans Helping Veterans Car Show at Battleship Memorial Park,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to P.L. Wilson Detachment of the Marine Corps League, Incorporated 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:7/5/2023

Submitted by:
DONNA BRYARS, COMPTROLLER

Sponsored by:
MAYOR SANDY STIMPSON

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE COST OF PRINTING GUN VIOLENCE MATERIALS.

Amount of Contract:
$5,000.00

Funding Source

Project # DSC-08/10040580-42080 **Discretionary Funds** DSC-08

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PROJECT THRIVE	Cover Memo	6/23/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	6/23/2023 - 9:57 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **$5,000.00** to Project THRIVE Foundation, from his discretionary funds*; and

WHEREAS, *Project THRIVE Foundation,* 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 Project THRIVE Foundation*, will be used to assist with the cost of printing gun violence materials,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$5,000.00** to Project THRIVE Foundation, 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:7/5/2023

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

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

2023

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 before me, Alex Martinez, Notary Public,
Date *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.

ALEX MARTINEZ
Notary Public - California
Yolo County
Commission # 2330924
My Comm. Expires Jul 25, 2024

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 _____
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
Title or Type of Document: Addendum to Agreement Nexgen Asset Management Software License And Service
Document Date: 02/21/2023 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

21.992

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

Lisa C. Lambert

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.
- **SQL 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)

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

Name: Vincent Yee, P.E.

Title: President

Date: 10/21/2021

LICENSEE (City of Mobile)

By: W S Stimpson

Name: William S. Stimpson

Title: Mayor

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.

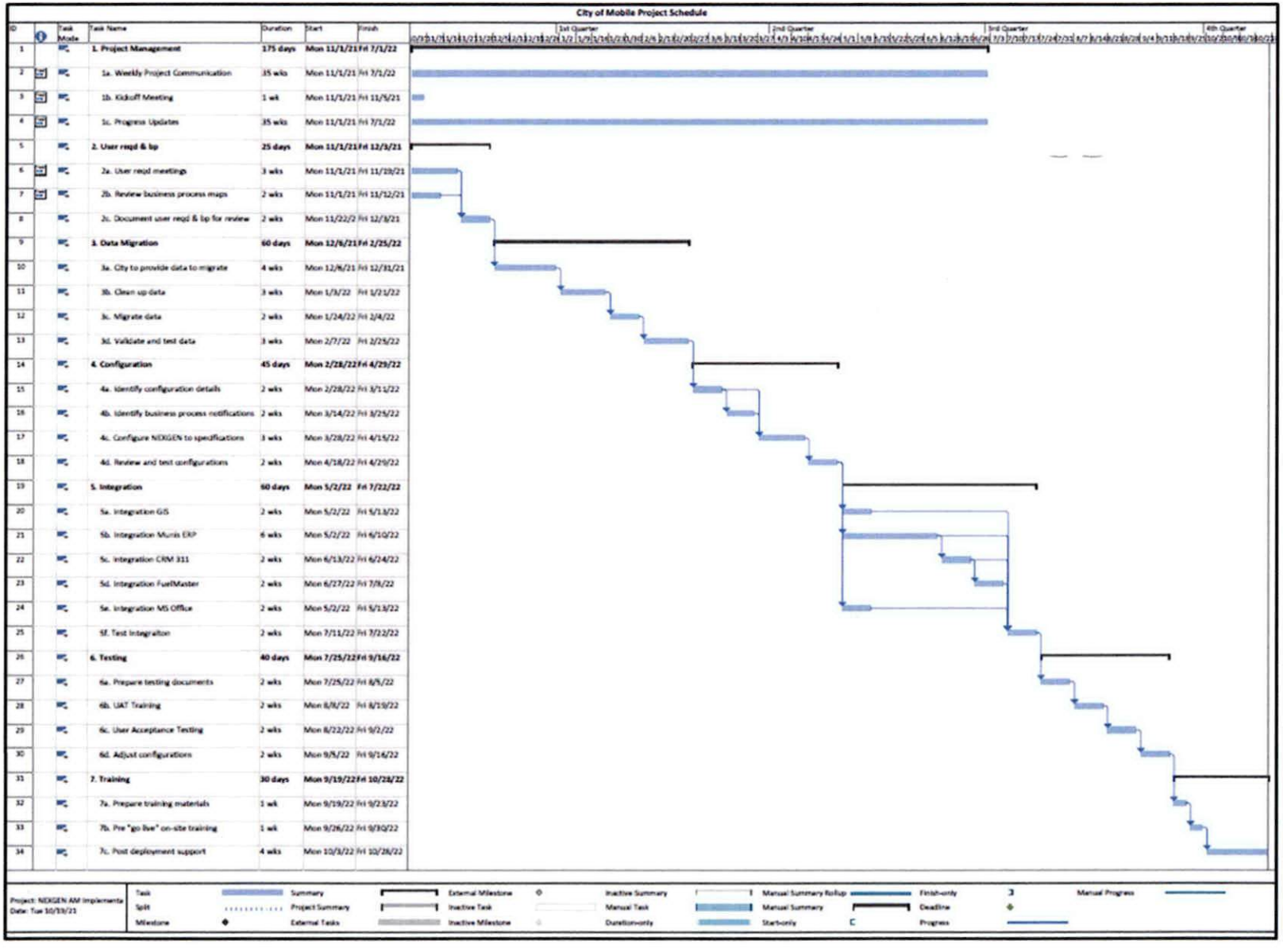
	4) Configure all pull down menus such as Work Order Type, Tasks, Cause and Resolution. Configure cascade of service request types and work order tasks to departments and divisions. City will provide the necessary configurations in a spreadsheet template that may be provided to facilitate gathering and 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.

Implementation Schedule



ID	Task Mode	Task Name	Duration	Start	Finish
1		**1. Project Management**	**175 days**	**Mon 11/1/21**	**Fri 7/1/22**
2		1a. Weekly Project Communication	35 wks	Mon 11/1/21	Fri 7/1/22
3		1b. Kickoff Meeting	1 wk	Mon 11/1/21	Fri 11/5/21
4		1c. Progress Updates	35 wks	Mon 11/1/21	Fri 7/1/22
5		**2. User reqd & bp**	**25 days**	**Mon 11/1/21**	**Fri 12/3/21**
6		2a. User reqd meetings	3 wks	Mon 11/1/21	Fri 11/19/21
7		2b. Review business process maps	2 wks	Mon 11/1/21	Fri 11/12/21
8		2c. Document user reqd & bp for review	2 wks	Mon 11/22/2	Fri 12/3/21
9		**3. Data Migration**	**60 days**	**Mon 12/6/21**	**Fri 2/25/22**
10		3a. City to provide data to migrate	4 wks	Mon 12/6/21	Fri 12/31/21
11		3b. Clean up data	3 wks	Mon 1/3/22	Fri 1/21/22
12		3c. Migrate data	2 wks	Mon 1/24/22	Fri 2/4/22
13		3d. Validate and test data	3 wks	Mon 2/7/22	Fri 2/25/22
14		**4. Configuration**	**45 days**	**Mon 2/28/22**	**Fri 4/29/22**
15		4a. Identify configuration details	2 wks	Mon 2/28/22	Fri 3/11/22
16		4b. Identify business process notifications	2 wks	Mon 3/14/22	Fri 3/25/22
17		4c. Configure NEXGEN to specifications	3 wks	Mon 3/28/22	Fri 4/15/22
18		4d. Review and test configurations	2 wks	Mon 4/18/22	Fri 4/29/22
19		**5. Integration**	**60 days**	**Mon 5/2/22**	**Fri 7/22/22**
20		5a. Integration GIS	2 wks	Mon 5/2/22	Fri 5/13/22
21		5b. Integration Munis ERP	6 wks	Mon 5/2/22	Fri 6/10/22
22		5c. Integration CRM 311	2 wks	Mon 6/13/22	Fri 6/24/22
23		5d. Integration FuelMaster	2 wks	Mon 6/27/22	Fri 7/8/22
24		5e. Integration MS Office	2 wks	Mon 5/2/22	Fri 5/13/22
25		5f. Test Integration	2 wks	Mon 7/11/22	Fri 7/22/22
26		**6. Testing**	**40 days**	**Mon 7/25/22**	**Fri 9/16/22**
27		6a. Prepare testing documents	2 wks	Mon 7/25/22	Fri 8/5/22
28		6b. UAT Training	2 wks	Mon 8/8/22	Fri 8/19/22
29		6c. User Acceptance Testing	2 wks	Mon 8/22/22	Fri 9/2/22
30		6d. Adjust configurations	2 wks	Mon 9/5/22	Fri 9/16/22
31		**7. Training**	**30 days**	**Mon 9/19/22**	**Fri 10/28/22**
32		7a. Prepare training materials	1 wk	Mon 9/19/22	Fri 9/23/22
33		7b. Pre "go live" on-site training	1 wk	Mon 9/26/22	Fri 9/30/22
34		7c. Post deployment support	4 wks	Mon 10/3/22	Fri 10/28/22

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: o 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.

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

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

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 SUBROGATIONIS 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 (A/C, No, Ext): (888) 242-1430 FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS:
INSURED NEXGEN UTILITY MANAGEMENT INC 4010 LENNANE DR SACRAMENTO CA 95834-2948	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A : Sentinel Insurance Company Ltd. — 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 [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			65 SBA AB5757	06/18/2021	06/18/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			65 SBA AB5757	06/18/2021	06/18/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			65 SBA AB5757	06/18/2021	06/18/2022	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65 WEC RU4904	06/18/2021	06/18/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	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	CANCELLATION
For Informational Purposes 4010 LENNANE DR SACRAMENTO CA 95834-2948	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 Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Exhibit 5: Information Systems Security Certificate

A-LIGN

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

ISO 27001 CERTIFIED A-LIGN

ANAB ACCREDITED ISO/IEC 17021 MANAGEMENT SYSTEMS CERTIFICATION BODY

MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT IAF

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:	CBJCHBCAABAAMwMYraPMHcWOFe-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:7/5/2023

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.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11325	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) SUNBELT FIRE INC

Adopted:

_____

City Clerk

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 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	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			
	AS PER HGAC BUY CONTRACT EE08-19 AND YOUR QUOTE Q-12375			
001	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.	35.00 EACH	2069.00000	72415.00
	Additional Description Notes			
	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	Requisition 00011325-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	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
	2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE TURNOUT/BUNKER PANT, HIGH WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORD 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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	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
003	BOOTS FIRE, LEATHER, PULL ON, BLACK. VENDOR TO PROVIDE GLOBE 1201420. Additional Description Notes --- VENDOR TO PROVIDE GLOBE 1201400 Vendor Item Inventory Item/Loc 13931	27.00 EACH	575.00000	15525.00
	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 OPERATING SUPPLIES	58520.00	2394694.94

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 4

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

Product Code

EE19LFG

Contract

EE08-19 Emergency Medical & Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

25

Price Unit

EA

Keyword(s)

Bunker/Wildland Rescue Gear

View Catalog

Vendors Offering This Product

Air One Equipment, Inc.
Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries
Randy Porter
randy@safeindustries.com
Phone: 864-920-0120
Fax: 864-845-7176

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

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

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Dale Trettel
dale.trettel@macqueengroup.com
Phone: 612-710-4068
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

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

Contact HGACBuy

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

Return to Products & Services

View This Contract

Product Information

Product Description

Globe Footgear 2023

Manufacturer

Globe

Product Code

EE19LFI

Contract

EE08-19 Emergency Medical & Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

25

Price Unit

EA

Keyword(s)

Bunker/Wildland Rescue Gear

View Catalog

Vendors Offering This Product

Air One Equipment, Inc.
Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries
Randy Porter
randy@safeindustries.com
Phone: 864-920-0120
Fax: 864-845-7176

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

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

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Dale Trettel
dale.trettel@macqueengroup.com
Phone: 612-710-4068
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

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

Contact HGACBuy

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

Return to Products & Services

View This Contract

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

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

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

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:7/5/2023

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.

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, 20 23.

NOTARY PUBLIC
My Commission Expires:

HANNAH M. SMITH
My Commission Expires
February 10, 2024

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 Miscellaneous Filing Entry	03/27/2002 AMENDMENT FILED
Transaction Date Miscellaneous Filing Entry	06/29/2006 STATEMENT OF CANCELLATION OF SHARES OF COMMON STOCK
Transaction Date Legal Name Changed From	01/09/2009 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) Brian Collins	Title 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:

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 **FAX (A/C, No):** **E-MAIL ADDRESS:** ssibley@mcgriff.com
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	7015480055	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 15,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	7015480041	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	7015480069	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
A	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		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	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
								$ $ $ $ $	

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

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

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 $ 361,836.00 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 – 1st Additional Term:	$ 120,516.00
Year 3 – 2nd 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

VICKI L. BUSHEY
MY COMMISSION EXPIRES
SEPTEMBER 29, 2024
NOTARY PUBLIC
STATE OF ALABAMA

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. <u>Hydraulic Elevators</u>

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. <u>Traction Elevators</u>

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. <u>Escalators</u>

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 inoperable 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) **[X] (A Corporation)**
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 - Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID -As specified in Scope of Work

Basic Services:

Year 1 - Initial Tern:	$114,720.00
Year 2 – 1st Additional Term:	$120,516.00
Year 3 - 2nd Additional Term:	$126,600.00
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	Year2-Total	Year3-Monthly	Year3-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	$4224.00	$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: Infirmary Health
Company Address: 1700 Springhill Ave Mobile Al 36607
Telephone: 251-458-3076 Email: JR Smith <jr.smith@infirmaryhealth.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

_____
Notary Public

VICKI L. BUSHEY
MY COMMISSION EXPIRES
SEPTEMBER 29, 2024
NOTARY PUBLIC
STATE OF ALABAMA

END OF SECTION

BILLING BREAKDOWN SC-019-23

ELEVATORS & ESCALATORS SERVICE & PREVENTATIVE MAINTENANCE

3-YEAR SERVICE CONTRACT W/ KONE INC.

FACILITY	2023-2024 YEAR ONE	2024-2025 YEAR TWO	2025-2026 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
Other Locations	$30,612.00	$32,196.00	$33,864.00	$96,672.00
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	Equpiment 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	Inclinator	21170	150	2	2,500
					Elevator	Inclinator	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	Inclinator	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

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: 40 635
Client Company ID Number: 327983

Approved by:

Employer Kone, Inc.

Michael DeCicco Name (Please Type or Print)	Dir, HR Sys + Ops Dev Title
Michael DeCicco Signature	5-17-10 Date

Designated Agent Lawlogix 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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B: Pohjola Insurance Ltd.	N/A
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
KONE Inc.
Attn: insurancerequests@kone.com
One KONE Court
Moline IL 61265

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 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:	✓	✓	MWZY 57732	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ $ 10,000,000 $ 10,000,000 $ 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB CLAIMS-MADE DED RETENTION $	✓	✓	16-683-331-6	1/1/2023	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	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 E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 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 addtional 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.

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 000-U S

LOC #:

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (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) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD ADDENDUM

This certificate cancels and supersedes ALL previously issued certificates.

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.

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. Not withstanding 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".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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

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.

© Insurance Services Office, Inc., 2012

74337946 | 000-U.S. | 23/24 GL AU XS WC (OT Policy Schedule) | Kim Thompson | 5/16/2023 9:30:46 AM (CST) | Page 6 of 13
This certificate cancels and supersedes ALL previously issued certificates.

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.

© Insurance Services Office, Inc., 2012

CG 20 10 04 13

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.

© Insurance Services Office, Inc., 2018

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

© 1983 National Council on Compensation Insurance.

INSURED COPY

Pohjola Insurance

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.

Pohjola Insurance

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.

Pohjola Insurance

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 Property Damage	$1,000,000 combined single limit

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

MOBILE
ALABAMA

Addendum No. 1

To: Pre-Bid Meeting Attendees

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

Re: SERVICE CONTRACT – 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

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract- Elevators/Escalators Service & Preventative Maintenance Contract	SC-019-23: Various COM Facilities	April 5, 2023 @ 1000

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
MARK THOMAS	CITY OF MOBILE	251-208-7519		251-209-3812	thomasm@cityofmobile.org
ORSOLA NELSON	CITY OF MOBILE	251 208-6018		251-800-1732	orsola.nelson@cityofmobile.org
Kerry Dupree	KONE	251-234-8105		251-234-8105	kerry.dupree@kone.com
Roger Cook	COM-Supplier Diversity	251-208-7632			roger.cook@cityofmobile.org
Hunter Ziegler	Diversified	334-657-5944			hunter@diversifiedelevator.net via facetime

R E S O L U T I O N

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:7/5/2023

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,

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, Alabama36633
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: _____

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	UEI: QV8KPHH9J8A3
(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 # 21.015 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 929933406, UEI: WLNMNKHKF5T1 is $15,070,822.00
(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

RESOLUTION

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 13089Invasive 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, judgements, 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 1900; 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: WJStinson Date: 8/13/20

Its: Mayor

ATTEST:

Lisa C. Lambert 8-13-2020
City Clerk Date:

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;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is $12,081,884.
(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:7/5/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/25/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/25/2023 - 4:04 PM

STATE OF ALABAMA
COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT OF WAY

WHEREAS **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS,** an unmarried woman, and **CHELSEA LAUREN FENTON,** a married woman, joined herein by her husband, **DANIEL JOSEPH LAWRENCE,** constitute all of the abutting landowners surrounding an unused alley right-of-way in the City of Mobile, Mobile County, Alabama, said alley right-of-way being more particularly described as follows, to-wit:

> COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

WHEREAS, a survey of said alley right-of-way is attached hereto as Exhibit A; and,

WHEREAS, said right-of-way constitutes an unused alley that serves no public purpose since a portion of said alley abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON,** and **DANIEL JOSEPH LAWRENCE** desire to vacate said alley right-of-way, have requested the City of Mobile to vacate same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alley and right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 345 SF – area to be vacated; 7814 SF – Vallas tract; 9319 SF – Walters tract; 6443 SF – Fenton tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $31,500 – Vallas tract; $42,000 – Walters tract; $42,000 – Fenton tract; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said alley right of way as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON**, and **DANIEL JOSEPH LAWRENCE**, declare the following described right of way of Grand Boulevard to be, and is hereby, vacated:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described alley right of way so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

By: _____
Jordan Vallas
Date: 03/23/2023

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **Jordan Vallas**, whose name is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 23 day of March, 2023.

_____
NOTARY PUBLIC
My Commission Expires: Feb. 3, 2025

Grantor's/Grantee's Addresses:

AMBER HIGHTOWER DEDEAUX
MY COMMISSION EXPIRES
FEBRUARY 3, 2025
NOTARY PUBLIC
STATE OF ALABAMA

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

By: Chelsea L Fenton Daniel Lawrence
CHELSEA LAUREN FENTON, and **DANIEL JOSEPH LAWRENCE**
Date: January 23, 2022

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **CHELSEA LAUREN FENTON**, and **DANIEL JOSEPH LAWRENCE**, whose name is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 23 day of January 2022.

Leslie M Johnson
NOTARY PUBLIC
My Commission Expires

LESLIE M. JOHNSON
My Commission Expires
August 13, 2022

Grantor's/Grantee's Addresses:

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth hereinbelow.

By: _____
ELIZABETH S & DAVID WALTERS
Date: 3.23.23

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **ELIZABETH S & DAVID L WALTERS**, whose name is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 23 day of March, 2023.

_____
NOTARY PUBLIC
My Commission Expires: 2/3/25

Grantor's/Grantee's Addresses:

AMBER HIGHTOWER DEDEAUX
MY COMMISSION EXPIRES
FEBRUARY 3, 2025
NOTARY PUBLIC
STATE OF ALABAMA

RESOLUTION ASSENTING TO VACATION
OF A PORTION OF AN UNUSED ALLEY RIGHT-OF-WAY

WHEREAS, it having been made known to the City Council of the City of Mobile that:

The WHEREAS, **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON,** and **DANIEL JOSEPH LAWRENCE,** constitute all of the abutting landowners surrounding an unused alley right-of-way in the City of Mobile, Mobile County, Alabama, said alley right-of-way being more particularly described as follows, to-wit:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

WHEREAS, said right-of-way constitutes an unused alley that serves no public purpose since a portion of said alley abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, it has been shown to the satisfaction of the Mobile City Council **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON,** and **DANIEL JOSEPH LAWRENCE** are the only owner of lands abutting said abandoned alley portion; and,

JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON, and **DANIEL JOSEPH LAWRENCE** desire to vacate said unused alley portion described above, have requested the City of Mobile to vacate same, and have provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, **JORDAN YEAGER VALLAS, ELIZABETH S, DAVID L WALTERS, CHELSEA LAUREN FENTON,** and **DANIEL JOSEPH LAWRENCE** have now submitted a request to the City of Mobile to vacate said unused alley portion more particularly described herein, being a

public street lying with the city limits of the City of Mobile, Alabama, pursuant to *Code of Alabama* § 23-4-20, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said unused alley portion more particularly described herein is not needed as a public right-of-way in the City of Mobile, Alabama, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 345 SF – area to be vacated; 7814 SF – Vallas tract; 9319 SF – Walters tract; 6443 SF – Fenton tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $31,500 – Vallas tract; $42,000 – Walters tract; $42,000 – Fenton tract; and,

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, pursuant to § 23-4-20 of the *Code of Alabama* (1975), as amended, that the following described right of way of Royal Street is hereby vacated:

> COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

Notice of this Resolution shall be published once in a newspaper in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the _____ day of _____, 2023, in Mobile, Alabama.

Exhibit A:

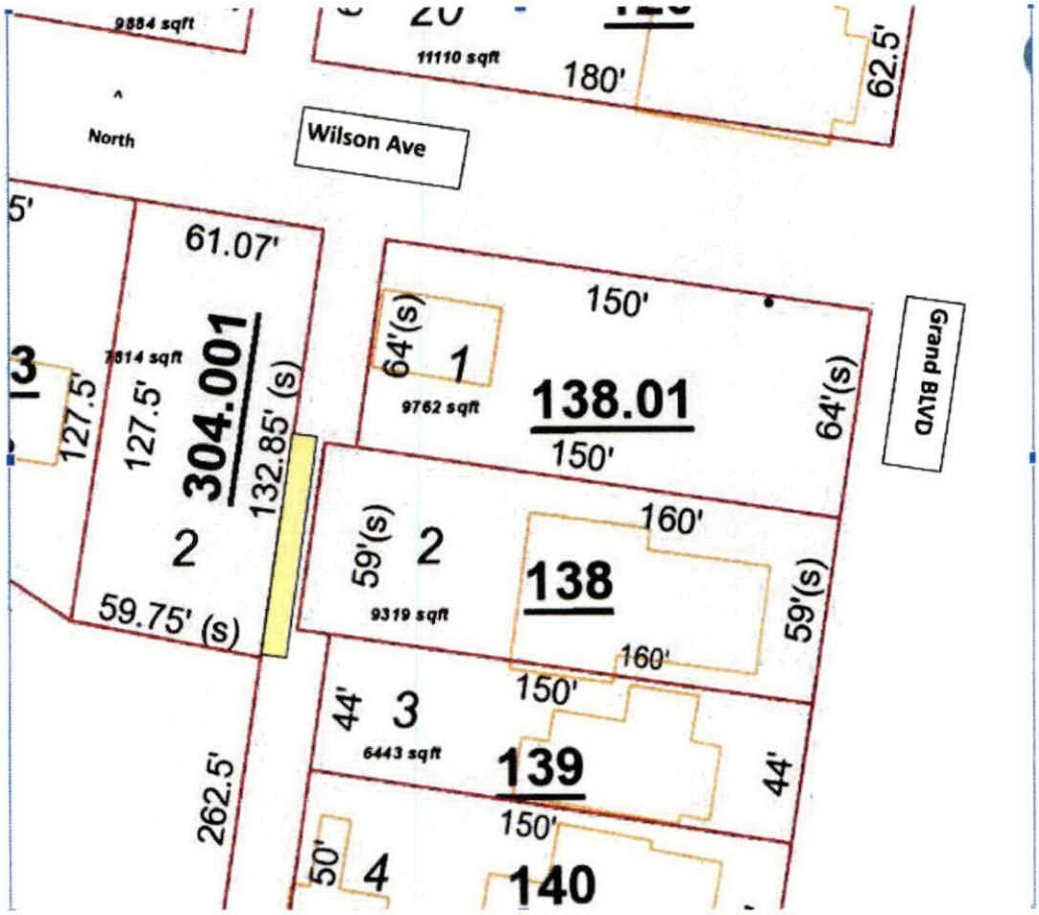


Exhibit B:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING

May 3, 2022

Jordan Vallas
2411 Wilson Ave.
Mobile, Alabama 36607

Alabama Power

Re: Vacation of Alley Wilson Ave.

Dear Mr. Vallas,

Reference is made to your letter of December 30, 2021 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced area, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett

Blake Jarrett
Corporate Real Estate

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

June 15, 2022

Jordan Vallas

Dear Mr. Vallas,

This letter is written in response to your letter of June 14, 2022 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of December 30, 2021. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 18, 2022

Mr. Jordan Vallas
2411 Wilson Avenue
Mobile, Alabama 36607

RE: Request to Vacate a 10' x 65' portion of the City Alley between the addresses of 2411 and 2407 Wilson Avenue, South side of Wilson Avenue
Section 17, T4S-R1W

Dear Mr. Vallas:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

November 20, 2020

Vallas Realty, Inc.
2600 Dauphin Street
Mobile, AL 36606

RE: Vacation of Alley Adjacent to 2411 Wilson Avenue

ATTN: Mr. John Vallas

Dear Mr. Vallas:

I have reviewed the documents that were provided to us and the portion of our GIS system covering that area. Based on that review, I found that we do not have any facilities in the alley proposed for vacation. Therefore, based on these findings, we approve the vacation of the referenced alley off of Wilson Avenue.

Please feel free to contact me at (251) 281-7550, if you require further assistance.

Sincerely,
Spire Energy Corporation

Richard Jay

Area Manager | Construction Engineering
Gulf Coast, MS & AL State Operations

Spire Energy Corporation – 2828 Dauphin St. – Mobile, AL 36606 – 251-450-4789 - richard.jay@spireenergy.com

3248 Springhill Ave
Mobile, Al. 36607
251-665-6606 Office
251-295-5334 Cell

comcast.

March 29, 2023

Jordan Vallas

Dear Mr. Vallas.

In response to your letter dated June 14, 2022, wherein a request is made of Comcast Cable of Mobile, Al. for the consent to vacation of right of way as described in the attached survey of December 30, 2021. Comcast Cable hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the are to be vacated Including the right of ingress and egress to and from said facilities the right to cut and or trim trees which interfere with said facilities and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future request for relocation on Comcast facilities that are in this easement will require compensation from the requestor of the facilities to be relocated. Any damage to Comcast Cable facilities while working in this area will result in compensation from the party responsible for the damages, to Comcast Cable.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little
Construction Specialist II

Donnie Little

Cc: Easements File

ATTEST:

_____
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, _____, City Clerk of the City of Mobile, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Mobile in its meeting duly held on the _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City Council of the City of Mobile on this _____ day of _____, 2023.

_____
City Clerk

December 30th, 2021
Mobile City Council
ATTN: Lisa C. Lambert, City Clerk,
P. O. Box 1827
Mobile, AL 36633

SUBJECT: Proposed Alley Vacation

Dear Mobile City Council:

I respectfully request the vacation of part of an alleyway that ran north-south and exited on Wilson Avenue and Old Shell Road being more particularly described as follows, to-wit:

> COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING.

I, (Jordan Vallas) owns the parcels immediately west of the alleyway where it exited on Wilson Avenue (Lot 304.001 as described in Exhibit A).

At present, the alley is no longer usable and is not up kept by the City of Mobile. Portions of this alley have already been vacated and to restore access and use would require the removal of several structures and fences. At this time the City of Mobile has not maintained the grass on this section of alley for the period I have lived on the property (Lot 304.001 as described in Exhibit A).

Three other property owners abut the subject alley segment (Lots 138 & 139 as described in Exhibit A). I shall be sending them a copy of this letter and all attached forms as well as a document requesting their approval for this vacation to be presented to the City Council.

The alley being unusable and inaccessible in its current state will not affect abutting properties as these structures are accessed via Grand Blvd. Likewise, my vacation of part of the alley will not be detrimental to the driving public since the alley segment is not accessible by through traffic. Additionally, my vacation of this land will not affect any utility company from accessing this portion of land.

Attached for your review are: (A) Description of the area sought to be vacated and square footage of abutting properties; (B) the current year assessed value of all lots or tracts of land that abut the area sought to be vacated; (C) Three (3) sets of printed adhesive labels containing the names and addresses of the owner(s) of abutting land; (D) A check in the amount of $100.00 fee made payable to the City of Mobile as an application fee; and (E) The written consents from all utility companies;

If you have questions regarding this petition, please give me a call me at: 251-509-4888

Sincerely,

Jordan Vallas

2411 Wilson Ave

Mobile, AL 36607

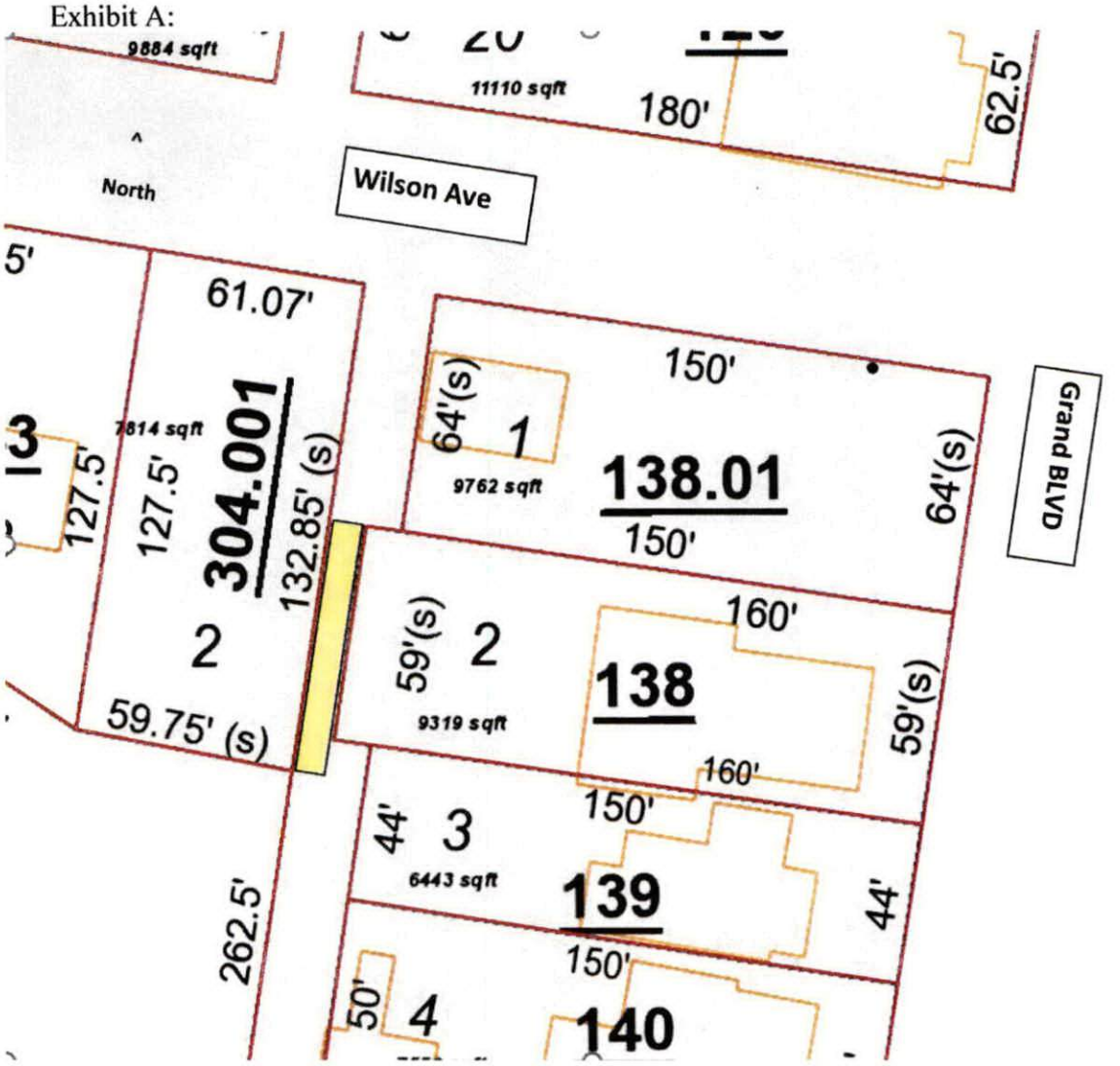
A: Description of the area sought to be vacated and square footage of abutting properties:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION AS RECORDED IN MAP BOOK 135, PAGE 2, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 10° - 11' - 16" WEST ALONG THE EAST LINE OF LOT 2 A DISTANCE OF 62.50 FEET TO A POINT ON THE WESTWARD EXTENSION OF THE NORTH LINE OF LOT 2, BLOCK 5, JACKSON PLACE AS RECORDED IN DEED BOOK 85, PAGE 178-179 OF THE AFORESAID RECORDS FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE EASTWARDLY ALONG SAID WESTWARD EXTENSION 10.00 FEET TO THE CENTERLINE OF AN ALLEY; THENCE SOUTHWARDLY AND PARALLEL WITH THE EAST LINE OF LOT 2, MIDTOWN MOBILE SUBDIVISION 65.62 FEET; THENCE WESTWARDLY 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, MIDTOWN MOBILE SUBDIVISION; THENCE NORTH 10° - 11' - 16" EAST 65.62 FEET TO THE POINT OF BEGINNING

(B) the current year assessed value of all lots or tracts of land that abut the area sought to be vacated;

The square footage of the area sought to be vacated and abutting tracts is as follows: 345 SF – area to be vacated; 7814 SF – Vallas tract; 9319 SF – Walters tract; 6443 SF – Fenton tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $31,500 – Vallas tract; $42,000 – Walters tract; $42,000 – Fenton tract

Exhibit A:



The values listed above were gathered from www.mobilecopropertytax.com

(C) Three (3) sets of printed adhesive labels containing the names and addresses of the owner(s) of abutting land;

DAVID L WALTERS
167 Grand Blvd
Mobile, AL 36607

Chelsea Lawrence
165 Grand Blvd
Mobile, AL 36607

DAVID L WALTERS
167 Grand Blvd
Mobile, AL 36607

Chelsea Lawrence
165 Grand Blvd
Mobile, AL 36607

DAVID L WALTERS
167 Grand Blvd
Mobile, AL 36607

Chelsea Lawrence
165 Grand Blvd
Mobile, AL 36607

(D) A check in the amount of $100.00 fee made payable to the City of Mobile as an application fee;

The Check will be stabled to this document upon submission to the City Council.

(E) The written consents from all utility companies;

Here is a copy of the letter sent to the following utility companies: Alabama Power, MAWSS, Spire. Their responses will be reordered and attached when this is submitted to the City Council.

SUBJECT: Proposed Vacation of Alley

To Whom It May Concern:
As a utility company servicing the City of Mobile, I am required to notify your business of an intention to vacate an alleyway which may affect your services at 2411 Wilson Ave, Mobile, AL 36607. Attached is a copy of the petition to Mobile City Council to vacate part of the alley that abuts my property. The **attached petition** indicates the reasons for vacating the segment of land and the plans associated with the vacation.

Should the petition be elevated to Mobile City Council, you will be informed and invited to participate in a public hearing for this purpose. In this public hearing by City Council, you will have the privilege to personally express your comments, if any, on the proposed vacation.

Meanwhile, if you have questions regarding this petition, please give me a call at this number:
251-509-4888

If you have no objections to this proposed vacation of land, I ask that you sign and notarize this document and return it to:

Jordan Vallas
2411 Wilson Ave
Mobile, AL 36607

Your Name: _____ Your Signature: _____

Date: _____

ALABAMA NOTARY ACKNOWLEDGMENT
THE STATE OF ALABAMA_____, COUNTY
I, _____, a Notary Public, hereby certify that
_____, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this ___ day of _____, A. D. 20____._____Notary Public Print
_____My commission expires:_____

(Seal)

AGENDA ITEM SUMMARY SHEET

Agenda of:7/5/2023

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

EXHIBIT A

1993

60-528

RESOLUTION

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 blightening 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.

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
1	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


City of Mobile
Tax Increment
Financing District
Established by Resolution 00-528
On October 1, 1993
MOBILE
ALABAMA

EXHIBIT C

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 pubic 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

Lisa C. Lambert, City Clerk

50-741 2023

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

\\Citylawsrv\cycom\WPDocs\D028\P005\00117585.doc

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. Lou is 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.

\\Citylawsrv\cycom\WPDocs\D026\P005\00116801.doc