AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, June 21, 2022, 10:30 AM

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

   Pastor David Smith, Oak Park Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   June 7 and 14, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of the Downtown Mobile Alliance for a waiver of the Noise Ordinance in Cathedral Square on June 30, 2022, from 6:30 p.m. - 7:30 p.m. (District 2).

   Request of Tanjaneca Robinson for a waiver of the Noise Ordinance at 554 Marine Street on July 23, 2022, from 4:00 p.m. - 9:00 p.m. (District 2).

   Request of Nick Singleton for a waiver of the Noise Ordinance on July 1-3, 2022 at Mims Park, from 9:00 a.m. - 7:00 p.m. (District 4).
10. **PUBLIC HEARINGS**

    Public hearing to rezone property located at the east side of North University Blvd. at the east terminus of Lebaron Dr., S. from R-1 to B-2 (District 7).
11. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

Pastor Brian Johnson - The need to keep redistricting and annexation separate.

Calvin Martin - Redistricting

Darlene Martin - Redistricting

Dermoris Kidd - Will introduce the "Soul" event to combat youth violence.

Deborah Cooper - Lack of animal control in Mobile.

Reggie Hill - The impact of using tax payer dollars for government overreach and abuse of power.

12. ORDINANCES HELD OVER

02-007 Ordinance to provide for the reapportionment of the seven Council districts in the city of Mobile (sponsored by Mayor Stimpson and Councilmembers Daves & Gregory) (submitted by Ricardo Woods, City Attorney).

01-025 Ordinance to provide for the reapportionment of the seven City Council Districts for the City of Mobile (Map 1, versions 1 & 2) (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

01-026 Ordinance to provide for the reapportionment of the seven City Council Districts for the City of Mobile (Map 2) (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

01-033 Ordinance to provide for the reapportionment of the seven City Council districts for the City of Mobile (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

13. RESOLUTIONS HELD OVER

31-451 Update the American Rescue Plan Action Plan to include redevelopment for affordable housing (property located at 165 Dauphin St.); $8,000,000.00 total loan amount ($24,000,000.00 from other sources) (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

08-518 Approve purchase orders for fuel for Wave Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-519 Approve purchase order to CDW Government, LLC for 17 iPad tablets and accessories; $23,024.86 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-520 Approve purchase order to Coastal Tree Company for right-of-way tree removal and limb clearance on Airport Blvd.; $111,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-521 Authorize contract with Best Price Services, LLC for right-of-way

mowing services; Michigan Ave., between S. Broad St. and California St. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-522 Authorize contract with Butler Complete Services, LLC for right-of-way mowing services; Azalea Rd., between Michael Blvd. and Moncliff Dr. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-523 Authorize contract with Secor Enterprises, Inc. for right-of-way mowing services; Grelot Rd. between Knollwood Dr. and Cody Rd. (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-524 Authorize contract with The Water Institute of the Gulf for City-Wide Resilience Assessment and Plan; $449,671.00 (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

21-525 Authorize contract with Goram Air Conditioning for HVAC maintenance & repair at various City facilities; not to exceed $300,000.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-526 Authorize contract with Goodwyn Mills Cawood, Inc. for improvement projects at Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course and Hope Community Center; $343,361.28 combined (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

37-528 Approve a Certificate of Public Convenience and Necessity to Aundra Dennis to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-529 Approve a Certificate of Public Convenience and Necessity to Modern Transport, LLC to operate a taxicab service (submitted by Lisa C. Lambert, City Clerk).

21-532 Authorize contract with Ransom Ministries, Inc. for litter pick-up; $27,000.00 (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

14. ORDINANCES BEING INTRODUCED

64-036 Rezone property located at the east side of North University Blvd. at the east terminus of Lebaron Dr., S. from R-1 to B-2 (sponsored by Councilmember Gregory).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-533 Authorize a grant application to the Hurricane Response Marine Debris Removal Fund; $500,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Casi Calloway).

37-534 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Crossroads Gas Station; 225

Schillinger Road (sponsored by Councilmember Gregory).

60-535 Approve award of special bonus to the Officer of the Month for May 2022; Elliott (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

16. CIP RESOLUTIONS BEING INTRODUCED

01-536 Authorize agreement with ALDOT for traffic signal upgrades, University Blvd. and Old Shell Rd. (sponsored by Councilmembers Jones and Gregory) (submitted by Jennifer White, Traffic Engineering Dept.).

09-537 Re-allocate $125,000.00 from Capital Project Grant Match-Traffic Engineering, to Grant Fund-Traffic Signal Upgrade University; $125,000.00 (sponsored by Councilmembers Jones & Gregory and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-538 Authorize a Foreign-Trade Zone Operator Agreement with GS Operating, LLC, d/b/a Frontier Technologies, for property located at Foreign Trade-Zone 82 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-539 Approve purchase order to Imagetrend, Inc. for annual software subscription renewal; MFRD; $23,690.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-540 Approve purchase order to Kronos, Inc. for annual subscription renewal for timekeeping and scheduling software; MFRD; $19,099.89 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-541 Approve purchase order to North American Fire Equipment Co. for hydraulic rescue equipment, MFRD; $235,598.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-542 Authorize contract with Convergint Technologies for server and security camera maintenance at the Mobile Alabama Cruise Terminal; $33,424.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-543 Authorize contract with Rob't J. Baggett, Inc. for gangway preventative maintenance and inspections/technicians, Mobile Alabama Cruise Terminal; $144,036.00 3 year total (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-544 Authorize contract with Micor Inc., d/b/a MDS Construction, Inc., for Bugler Sculpture base at Memorial Park; $48,350.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright,

REAM Dept.).

21-545 Authorize contract with Volkert, Inc. for design and engineering services for Brookley by the Bay; $1,000,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer Greene, Project Mgmt.).

60-546 Authorize Release of Claims and Settle Agreement; Anderson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-547 Authorize Release of Claims and Settlement Agreement; King (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-548 Call for public hearing to consider to consider approval of a Certificate of Public Convenience and Necessity to Brown's Non-Emergency Medical Transportation Service to operate a shuttle service (scheduled for July 5, 2022).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

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	6/13/2022 - 2:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

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	6/15/2022 - 3:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hunter	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 9:21 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: _____
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant_____

Telephone No. _____E-mail address_____

Location or address of event where amplification will be used:

_____

Date of Event: _____Starting Time: _____ Ending Time_____

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

Type of Event:_____

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Robinson	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 9:23 AM

CITY CLERK DEPARTMENT

2022 JUN 10 PM 2:57

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: Tanjaneca Robinson
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 232-1498

Organization (if applicable) _____

Mailing Address of Applicant 1962 Duncan St mobile Al 36604

Telephone No. (251) 232-1498 E-mail address tanjanecar@icloud.com

Location or address of event where amplification will be used:

554 Marine St mobile Al 36604

Date of Event: 7/23/2022 Starting Time: 4:00pm Ending Time 9:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Singleton	Cover Memo	6/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 9:26 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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: NICK SINGLETON
PLEASE PRINT ALL INFORMATION

Home Phone Number: SAME → Cell Number: 334 391 2664

Organization (if applicable) SHOWCASE SERIES TOURNAMENTS

Mailing Address of Applicant 3464 TWO SISTERS WAY PENSACOLA FL 32505

Telephone No. _____ E-mail address NSingleton@gs6sports.com

Location or address of event where amplification will be used:

MEMS

Date of Event: JULY 1-3 Starting Time: 9:00AM Ending Time 7:00PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: BASEBALL TOURNAMENT

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 JUN 15 AM 9:35

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/12/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/12/2022 - 1:48 PM

RESOLUTION

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

Adopted:

_____

City Clerk

NOTICE OF 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 21st day of June, 2022, 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 20th day of May, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **East side of North University Boulevard at the East terminus of Lebaron Drive South.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential 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; and 2) Full compliance with all municipal codes and ordinances.**

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.

Notice of Public Hearing for the Proposed Rezoning of Property
Located at the East side of North University Boulevard
at the east terminus of Lebaron Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 17, 2022, a public hearing will be held on the 21st day of June, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the East side of North University Boulevard at the east terminus of Lebaron Drive South from R-1, Single-Family Residential District 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:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential 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; and 2) Full compliance with all municipal codes and ordinances.

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

AN ORDINANCE **2022**

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:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential 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; and 2) Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Shaundretta Porter
East side of North University Boulevard at the East terminus of Lebaron Drive South
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 11, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 5, 2022 considered the request of **Shaundretta Porter** for a change in zoning from **R-1, Single-Family Residential District, to B-2, Neighborhood Business District** for the property located at the **East side of North University Boulevard at the East terminus of Lebaron Drive South.**

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; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning &Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 6, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South**.
Council District 1
ZON-001981-2022
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on May 5, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support a rezoning request to a B-2, Neighborhood Business district:

1) **There is a need to increase the number of sites available to business or industry; and**
2) **The subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of a B-2, Neighborhood Business rezoning request to the City Council, subject to the following conditions:

1) **Completion of the Subdivision process; and**
2) **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application is $279.30. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 22, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South.**
Council District 1
ZON-001981-2022 (Rezoning)
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on April 21, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Commission heldover the application to the May 5, 2022, meeting to allow the applicant to revise their request for consideration of B-2 zoning and their site plan to show the following items:

1) **Depiction of a 200-foot wooded buffer along the East and West property lines; and**
2) **Depiction of a 50-foot wooded buffer along the North and South property lines.**

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

Applicant: SCB 001982-2022 ; Zon. 001981-2022

Rationale for zoning request:

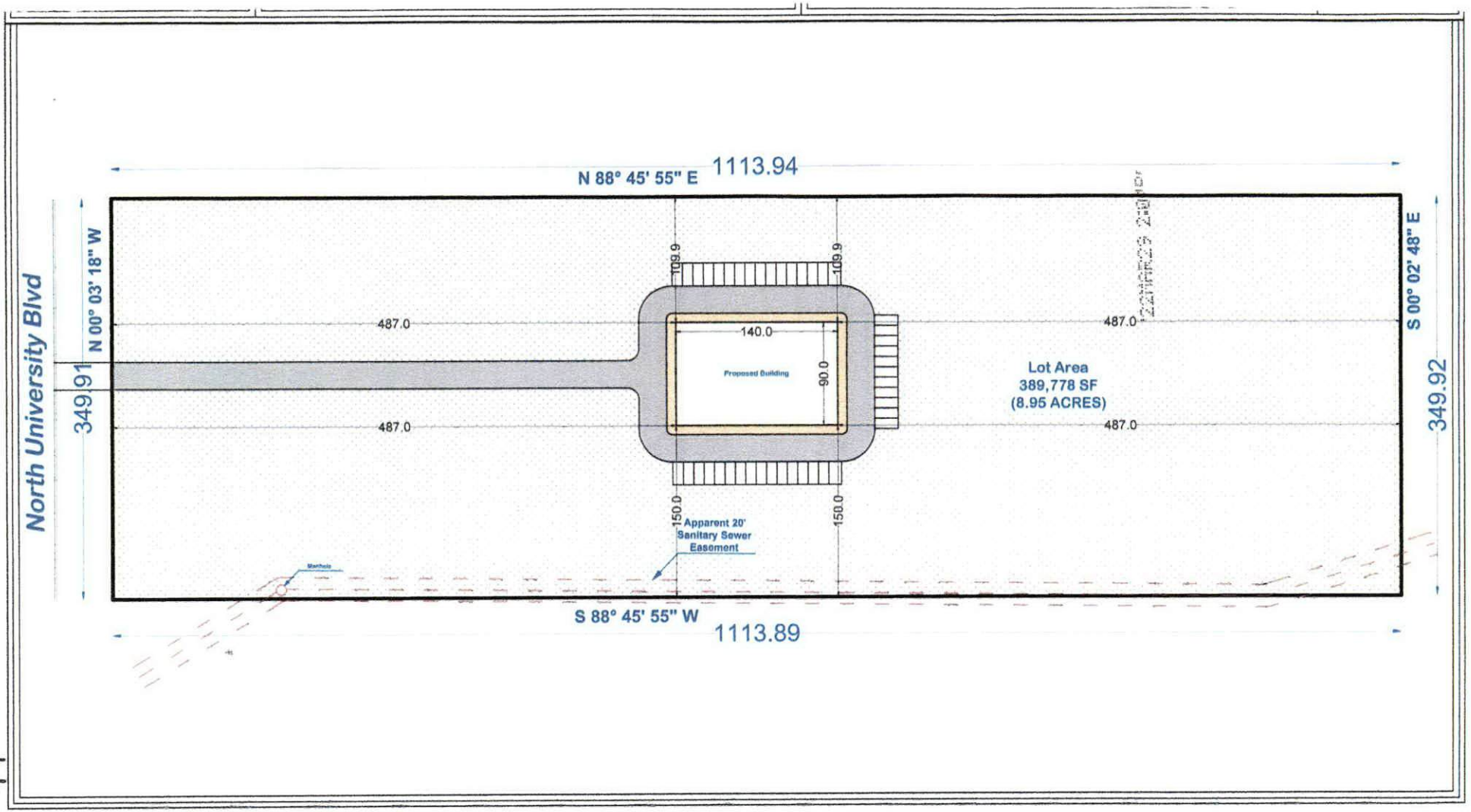
The location will be a center to host events ranging from business and corporate affairs to private events for ceremonies and soirees.

There is a need to increase the number of sites available to business and/or industry

The subdivision of land into building sites makes declassification of the land necessary and desirable.

'22MAR29 2:04PM

Applic. # SUB 001982 - 2022



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 18, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South**.
Council District 1
ZON-001981-2022 (Rezoning)
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on March 17, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission moved to holdover the request until the April 21, 2022, meeting. The applicant should submit a proposed use with a complete scope of operation and site plan to evaluate compliance with B-3 zoning. Additionally, the applicant should state which condition(s) upon which a rezoning application should be considered, prevail for this site as stated in 64-9 of the Zoning Ordinance. This information should be submitted to the Planning staff by March 28th.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 4, 2022

PUBLIC HEARING NOTICE

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South.**
Council District 1
Engineer / Surveyor: Austin Engineering Co, Inc.
ZON-001981-2022
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 17, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, March 16, 2022,** to allow adequate time for the Commission members to review the information.

MOBILE CITY PLANNING COMMISSION

March 4, 2022

PUBLIC HEARING NOTICE

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South.**
Council District 1
Engineer / Surveyor: Austin Engineering Co, Inc.
ZON-001981-2022
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 17, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, March 16, 2022,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project NISSI COUTURE LLC

Address 411 PARKER LN

Owner SHAUNDETTA PORTER

Address 5810 MONICA DR EIGHT MILE, AL Zip Code 36613

Phone 2514569109 Fax _____ Email INFO@NISSICOUTURE.COM

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

SHAUNDRETTA PORTER

Signature Print

02/18/2022 OWNER

Date Affiliation to project/Organization

NISSI COUTURE, LLC
REZONING APPLICATION
NARRATIVE

Although no definitive plans have been made for development of this area, we feel that the rezoning this piece of property would be beneficial as surrounding properties are rezoning/have rezoned as well. Rezoning would place an opportunity to maximize on the forward thinking of the city in increasing the need for business sites as well as sites that are available for business opportunity. As this is directly in relation to needs of both business growth and opportunities, it will also play a role in assisting the ongoing growth opportunity for the community as a whole.

PORTER, ELLE
5810 MONICA DRIVE
EIGHT MILE, AL 36613

AL BANKING CORP/EVELYN MCGEE TRUSTEES OF TIMOTHY ROBINSON
2505 LEBARON WOODS DRIVE
MOBILE, AL 36613

BAUCOM, ROBERT
9155 MATLOCK ROAD
IRVINGTON, AL 36544

BENSON, SANDRA
4905 SANDSPUR DR
MOBILE, AL 36618

BOULER, WILLIAM P
524 WEST VALLEY RD
CHICKASAW, AL 36611

CAMPBELL, SHARON W
2501 LEBARON DR S
MOBILE, AL 36618

DICK EARLE & KRYSTAL U DICK
5200 LEBARON DR S
MOBILE, AL 36618

GRIFFIN, ALISHA
5203 NINO COURT
MOBILE, AL 36618

HARRIS, STEPANIE
4908 SANDSPUR DR
MOBILE, AL 36618

HESTER PETE & LEVEICE KAY
1816 UNIVERSITY BLVD
MOBILE, AL 36618

HUGHES ALLEN R & PAULINE
5208 COLONIAL CIR N
MOBILE, AL 36618

MCCREARY HARVEY & CRYSTAL
5201 LEBARON DR
MOBILE, AL 36618

MOBILE CITY OF BOARD OF WATER
P.O.BOX 180249
MOBILE, AL 36618

NEESE, HERMAN L SR
6903 HONEYBIRD MEADOW CIR
KAT, TEXAS 77493

NEESE, HERMAN W SR INT
4153 HOLLY SPRINGS DR
MOBILE, AL 36693

PRICE KEITH ERIC & KAREN
5205 COLONIAL CIRCLE N
MOBILE, AL 36618

ROBERTS, SHANDA N
5200 NONI CT
MOBILE, AL 36618

SANDALWOOD HOMEOWNERS
P.O.BOX 430
SPANISH FT 36527

WILLIAMS, GEORGW E
1719 WOODLEY D
MOBILE, AL 36618

WILLIAMS MARY BURDEN
5201 NINO CT
MOBILE, AL 36618

BAKER, WILLIE C
4912 SANDSPUR DR
MOBILE, AL 36618

ROUSSOS HARRY, LAURA ROUSSOS
1723 WOODLEY RD
MOBILE, AL 36618

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: May 5, 2022

APPLICANT NAME Shaundretta Porter

SUBDIVISION NAME Sandalwood Subdivision

LOCATION East side of North University Boulevard at the East terminus of Lebaron Drive South

CITY COUNCIL DISTRICT Council District 1

PRESENT ZONING R-1, Single-Family Residential District

PROPOSED ZONING B-3, Community Business District

AREA OF PROPERTY 1 Lot/ 9.0± Acres

CONTEMPLATED USE Subdivision Approval to create one (1) legal lot of record from an existing metes-and-bounds parcel; and Rezoning from R-1, Single-Family Residential District to B-3, Community Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat.
C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1.
D. Add a graphic scale.
E. Add a vicinity map and include street names.
F. Show and label the adjoining parcel data.

G. Show and label the distance from the property line to the existing centerline of the ROW.
H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
I. Provide the Surveyor's Certificate.
J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT 1 (or LOT A) – NONE.
K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.
Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.

Rezoning: No comments.

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

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

developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT None at this time.

REMARKS The applicant is requesting Subdivision Approval to create one (1) legal lot of record from and existing metes-and-bounds parcel, and Rezoning from R-1, Single-Family Residential District to B-3, Community Business District.

The site has been given a Low Density Residential (LDR) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Low Density Residential land use designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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

The applicant proposes to create a single legal lot of record from an existing metes-and-bounds parcel. The lot size is depicted in square feet and acres on the plat, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size in both square feet and acres should be retained on the Final Plat, adjusted for any required frontage dedication, or a table should be furnished on the Final Plat providing the same information.

The site has frontage along North University Boulevard, a component of the Major Street Plan, with a planned 100-foot right-of-way width. The preliminary plat does not provide a right-of-way width along North University Boulevard and only indicates a variable right-of-way width. Therefore, the plat should be revised to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline should be required. The preliminary plat does not indicate a 25-foot minimum building setback line. Therefore, the plat should be revised to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication, if approved.

The preliminary plat indicates a sanitary sewer easement along the South boundary of the site. Therefore, a note should be required on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder, if approved.

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

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North, South, East and West across North University Boulevard by R-1, Single-Family Residential District.

The applicant states the following to address the rationale for the zoning request:

> *Although no definitive plans have been made for development of this area, we feel that the rezoning this piece of property would be beneficial as surrounding properties are rezoning/have rezoned as well. Rezoning would place an opportunity to maximize on the forward thinking of the city in increasing the need for business sites as well as sites that are available for business opportunity. As this is directly in relation to needs of both business growth and opportunities, it will also play a role in assisting the ongoing growth opportunity for the community as a whole.*

Section 64-9.A.2.a. of the Zoning Ordinance states that new B-3 districts should contain a minimum of four (4) acres, and the subject site exceeds the minimum size recommendations for the creation of a new B-3 district. However, the applicant does not have any specific use proposed for the subject site, and no site plan for proposed development was submitted. Therefore, no review can be conducted as to the proposed use of the site with regard to compatibility with the surrounding neighborhood. Furthermore, the approval of a B-3 classification embedded within surrounding R-1 properties would create a spot zoning situation.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

1) retention of the lot size in both square feet and acres, adjusted for any required dedication, or the furnishing of a table on the Final Plat providing the same information;
2) revision of the plat to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline is required;
3) revision of the plat to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication;
4) placement of a note on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder;
5) full compliance with the Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat. C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1. D. Add a graphic scale. E. Add a vicinity map and include street names. F. Show and label the adjoining parcel data. G. Show and label the distance from the property line to the existing centerline of the ROW. H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. I. Provide the Surveyor's Certificate. J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm*

Water Management and Flood Control) as follows: PROPOSED LOT 1 (or LOT A) – NONE. K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

6) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
7) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and*
8) compliance with the Fire Department comments: *All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

Rezoning: Based on the preceding, this application is recommended for Denial for the following reasons:

1) no specific use of the property was provided;
2) no site plan was provided;
3) no review can be conducted as to the proposed use of the site with regard to compatibility with the surrounding neighborhood; and

4) the approval of a B-3 classification embedded within surrounding R-1 properties would create a spot zoning situation.

Revised for the April 21st meeting:

These applications were heldover from the March 17th meeting to allow the applicant to submit a proposed use with a complete scope of operations and site plan for the Rezoning application to evaluate compliance with B-3 zoning. Additionally, the applicant was required to state which condition(s) upon which a rezoning application should be considered and prevail for this site as stated in Section 64-9 of the Zoning Ordinance.

The applicant submitted the following revised narrative concerning the Rezoning:

> ***Rationale for zoning request:***
>
> *The location will be a center to host everything from business and corporate affairs to private events for ceremonies and soirees.*
>
> *There is a need to increase the number of sites available to business and/or industry.*
>
> *The subdivision of land into building sites makes reclassification of the land necessary and desirable.*

In addition to the revised narrative, the applicant submitted a site plan indicating a proposed 12,600 square-foot building centered within the subject site. Access is indicated to be via a driveway from North University Boulevard which encircles the building, with parking along the North, East and South sides of the driveway. Required parking for the building is 126 spaces, and 43 are indicated on the site plan. No information pertaining to other site compliance requirements such as landscaping, tree plantings, or refuse collection is provided.

Inasmuch as the site plan provided does not indicate compliance with the requirements for commercial site development, such compliance can be illustrated on a site plan submitted for development permits. However, the main factor to be considered for the proposed Rezoning would be compatibility with the surrounding neighborhood. All zoning within the immediate area along both sides of North University Boulevard is R-1, extending for approximately two miles from Moffett Road to Bear Fork Road, with the only exception being B-1, Buffer Business, approximately one-third mile to the North on the East side of North University Boulevard. There is a pending Rezoning to B-2, Neighborhood Business, approximately ¼-mile North of the subject site , to allow an event center.

The subject site is embedded within R-1 zoning, and the allowance of a commercial district at this site would create a "spot zoning" situation. The applicant cites the need to increase the number of sites available to business and/or industry, and the subdivision of land into building sites as making the reclassification of the land as necessary and desirable. However, as there have been no rezonings within the immediate area which demonstrate the need for an increase in the number of sites available for business and/or industry, this assertion would not seem to stand.

Furthermore, there is no associated subdivision of land into building sites which would make reclassification necessary and desirable. The associated subdivision is merely to change the legal description of an existing metes-and-bounds parcel with no creation of subordinate lots.

As no new information was presented with regard to the Subdivision request, the original recommendation for Approval would stand. The proposed Rezoning to B-3, Community Business, would be out of character with the surrounding neighborhood and is recommended for Denial.

RECOMMENDATION

Subdivision: *Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:*

1) *retention of the lot size in both square feet and acres, adjusted for any required dedication, or the furnishing of a table on the Final Plat providing the same information;*
2) *revision of the plat to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline is required;*
3) *revision of the plat to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication;*
4) *placement of a note on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder;*
5) *full compliance with the Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat. C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1. D. Add a graphic scale. E. Add a vicinity map and include street names. F. Show and label the adjoining parcel data. G. Show and label the distance from the property line to the existing centerline of the ROW. H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. I. Provide the Surveyor's Certificate. J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT 1 (or LOT A) – NONE. K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at*

time of new development or construction, unless a sidewalk waiver is approved. N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

6) *placement of a note on the Final Plat stating the Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
7) *compliance with the Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and*
8) *compliance with the Fire Department comments: All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

Rezoning: *Based on the preceding, this application is recommended for Denial for the following reasons:*

1) *the need for an increase in the number of sites available for business and/or industry within the area was not demonstrated;*
2) *the reclassification would create a "spot zoning" situation; and*
3) *the reclassification would be out of character with the surrounding neighborhood.*

Revised for the May 5th meeting:

The Subdivision was approved at the Commission's April 21st meeting, but the Rezoning was heldover from that meeting to allow the applicant to revise the request for consideration of B-2 zoning and to revise the site plan to show the following items:

1) *Depiction of a 200-foot wooded buffer along the East and West property lines; and*
2) *Depiction of a 50-foot wooded buffer along the North and South property lines.*

The Commission advised the applicant that B-2 zoning should be considered. The applicant submitted a revised site plan indicating a 200-foot buffer along the East and West sides of the site, and a 50-foot buffer along the North and South sides of the site, as required

While the property adjoins residential zoning to the North, East and South, and is across the street from residential development, the provision of 200-foot deep buffers along the east and west property lines incumbers over three (3) acres of property which is over 1/3rd of the site.

The revised plan also illustrates the proposed 12,600 square foot building and the parking areas were revised to illustrate 125 parking spaces. While one additional parking space may be needed, as well as handicap spaces, there is more than adequate room to provide the additional spaces.

It should be noted that at the Commission's March 17 meeting, the Commission recommended approval of a request for B-2 zoning for a 15-acre site, located less than 800 feet north of this site. Although that application adjoins an existing B-1 district to the north, there were no additional buffers required for that site along the south and east property lines (adjoining residential). Regarding the B-1 site, the property consists of 140 acres and no additional buffers were required.

While additional buffering would be indicated with B-3 zoning adjoining R-1 zoning, with the revised recommendation for B-2 zoning, and considering the trend in the area towards commercial zoning along the east side of University Boulevard, the need for buffers would seem to be reduced.

RECOMMENDATION:

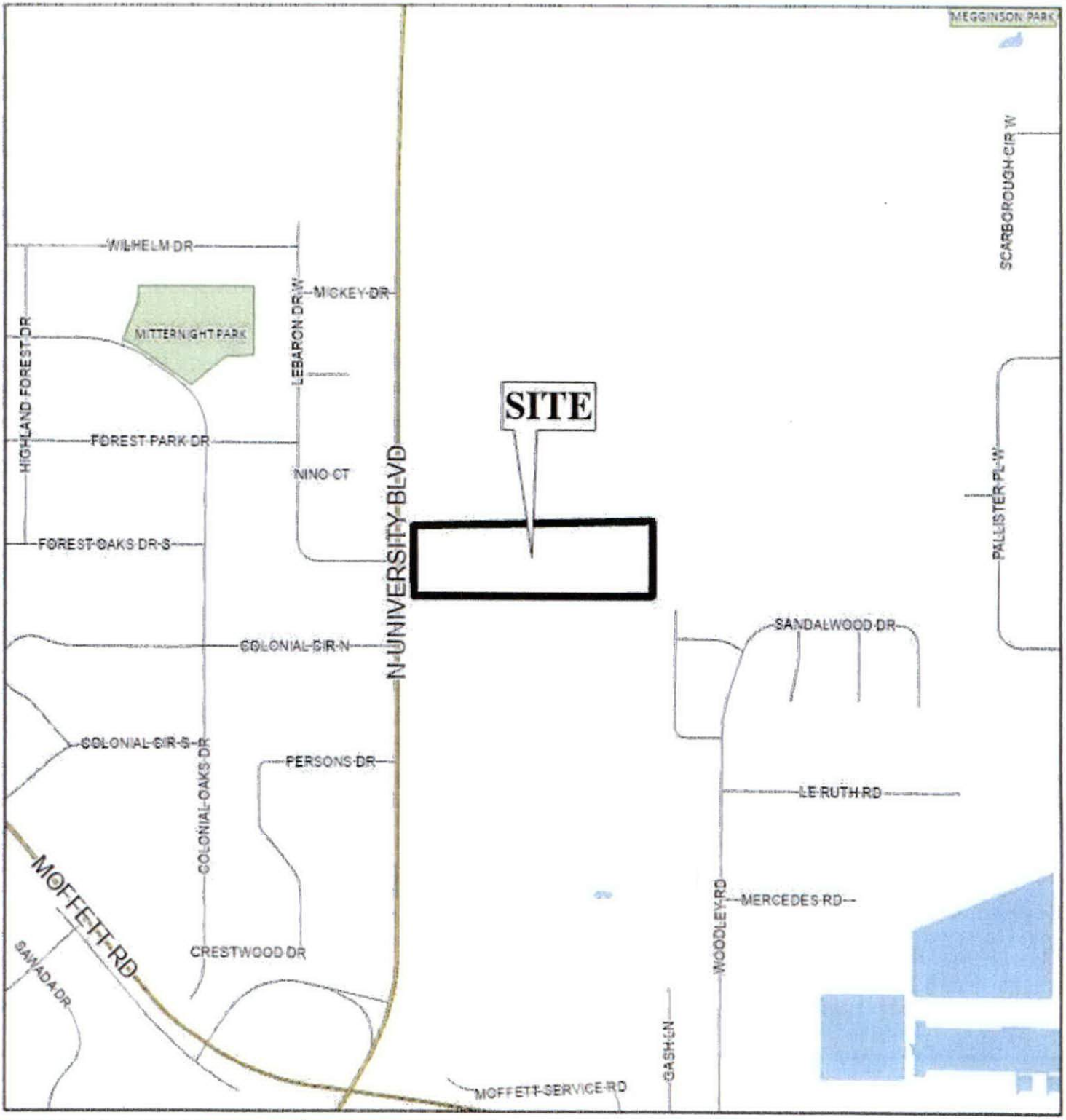
Based on the preceding, this application is recommended for Approval for the following reasons:

1) *There is a need to increase the number of sites available to business or industry; and*
2) *The subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *Completion of the Subdivision process; and*
2) *Full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

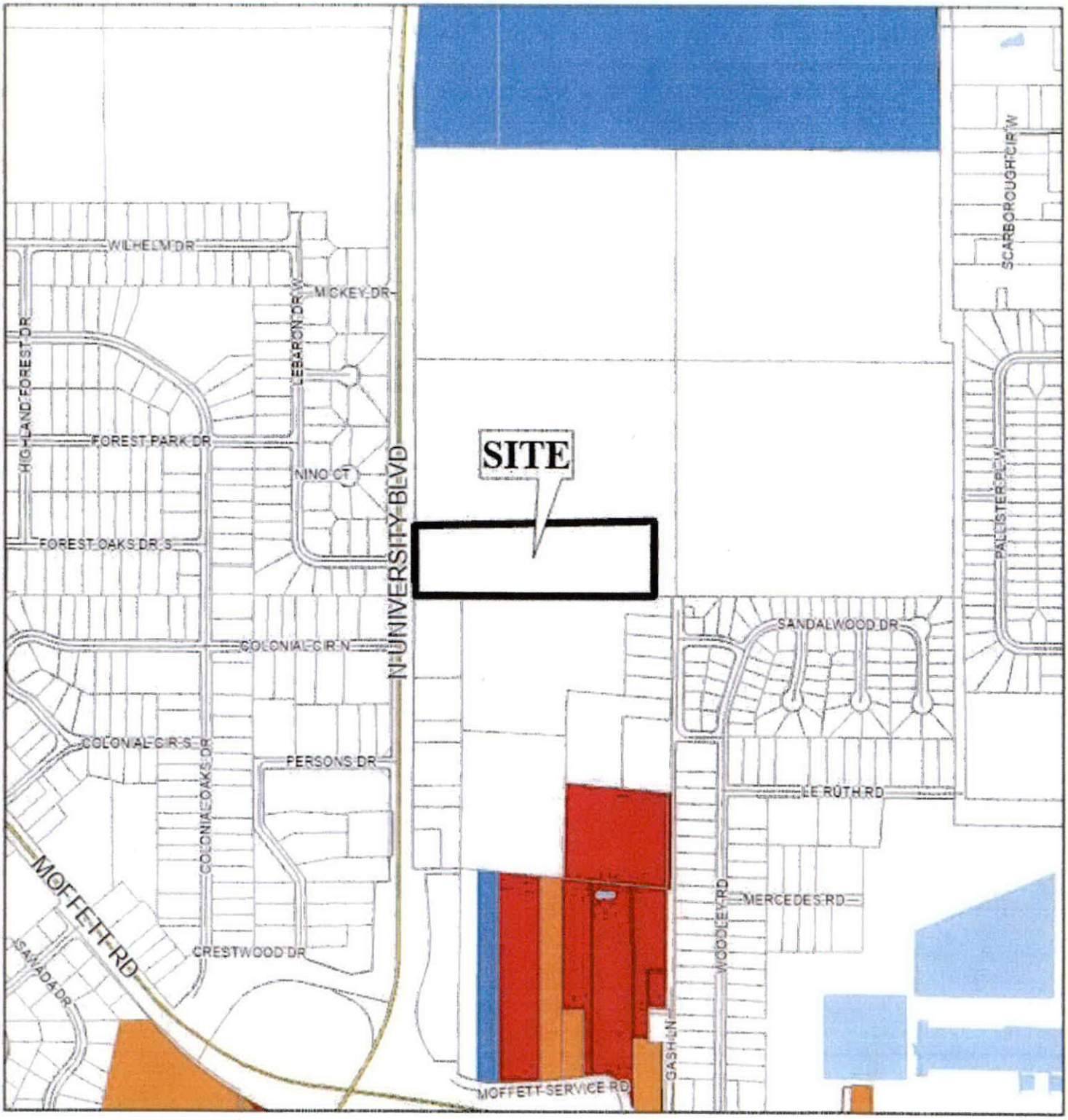
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE May 5, 2022

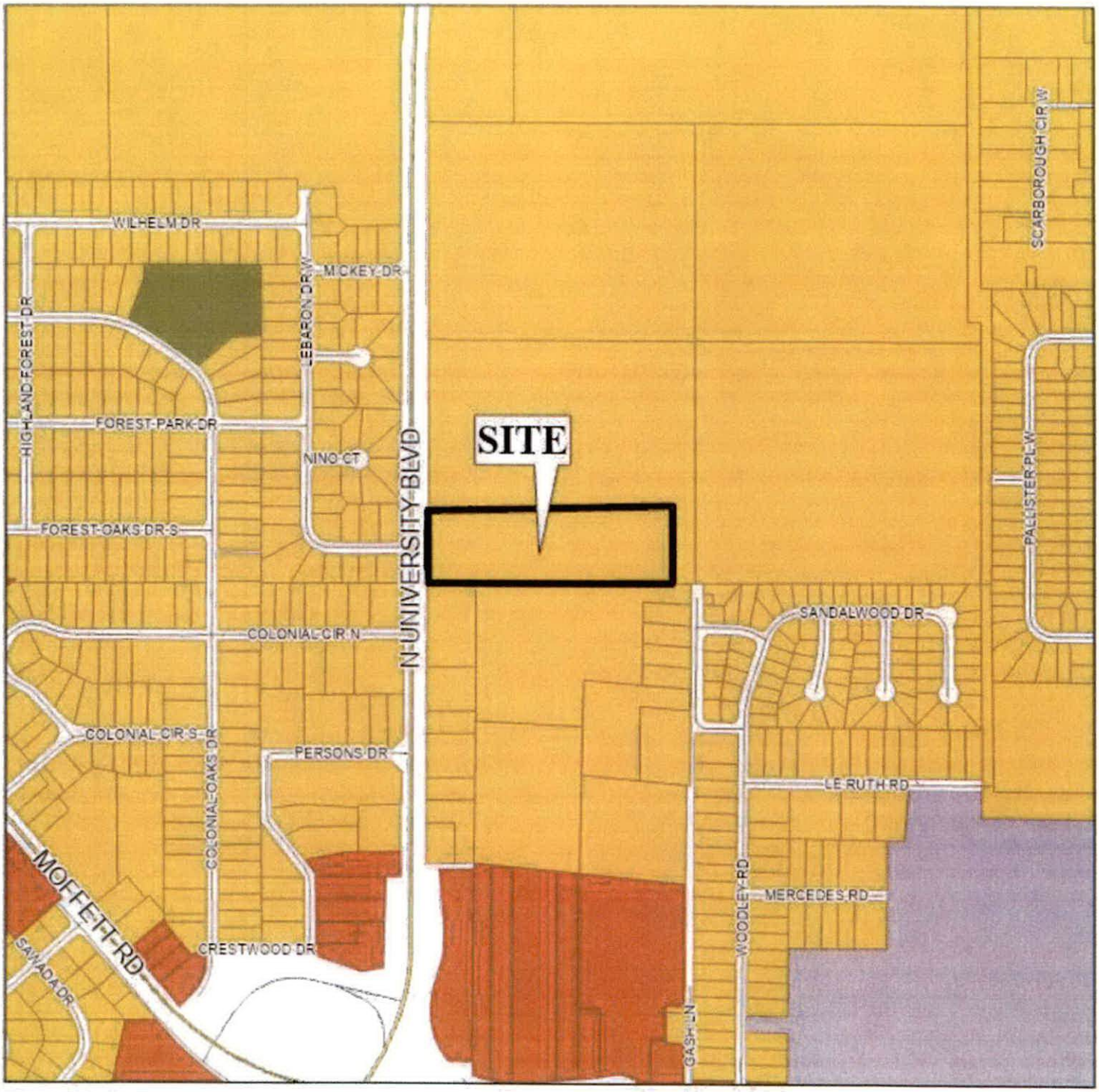
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

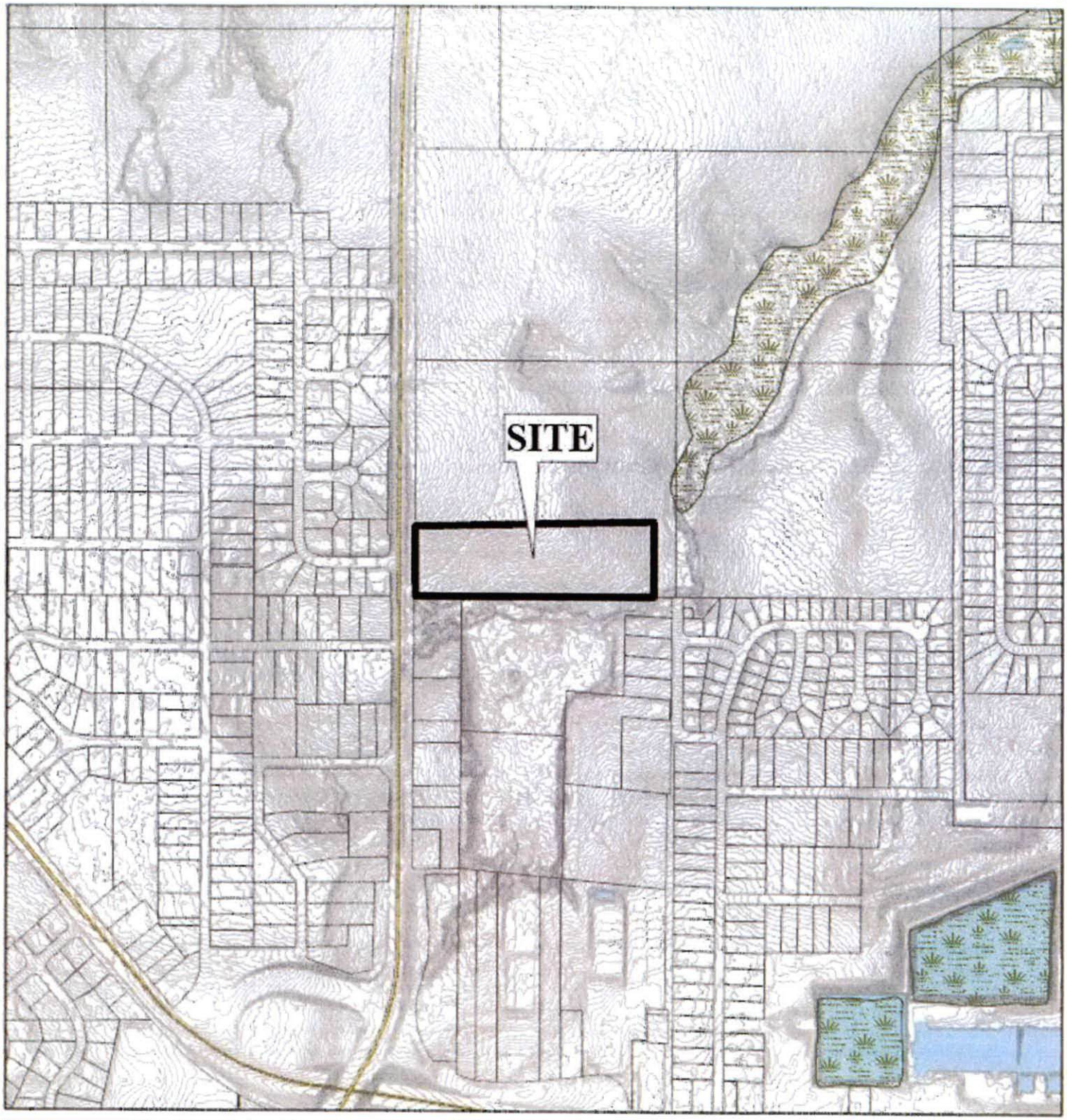
REQUEST Rezoning from R-1 to B-3

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

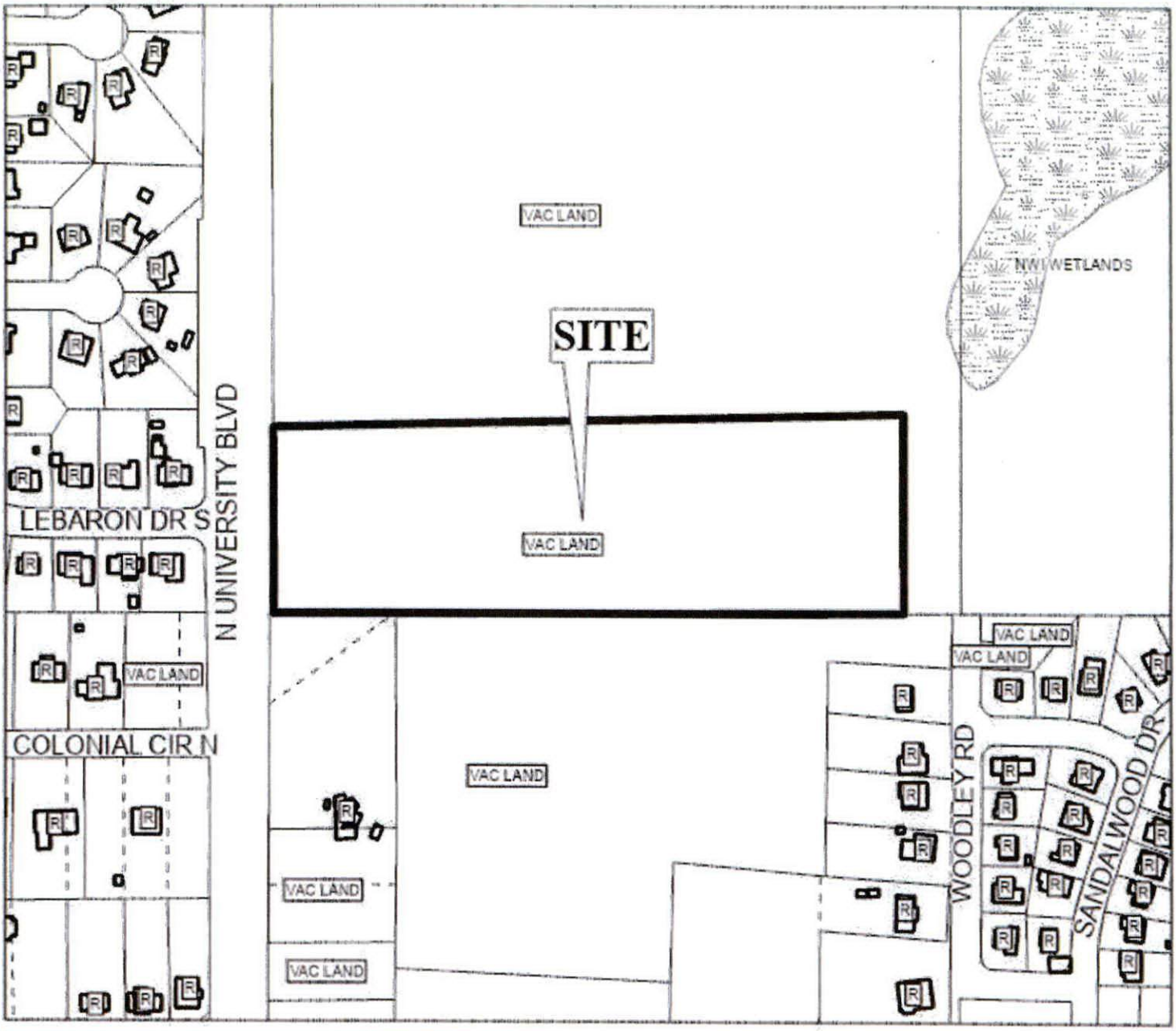
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

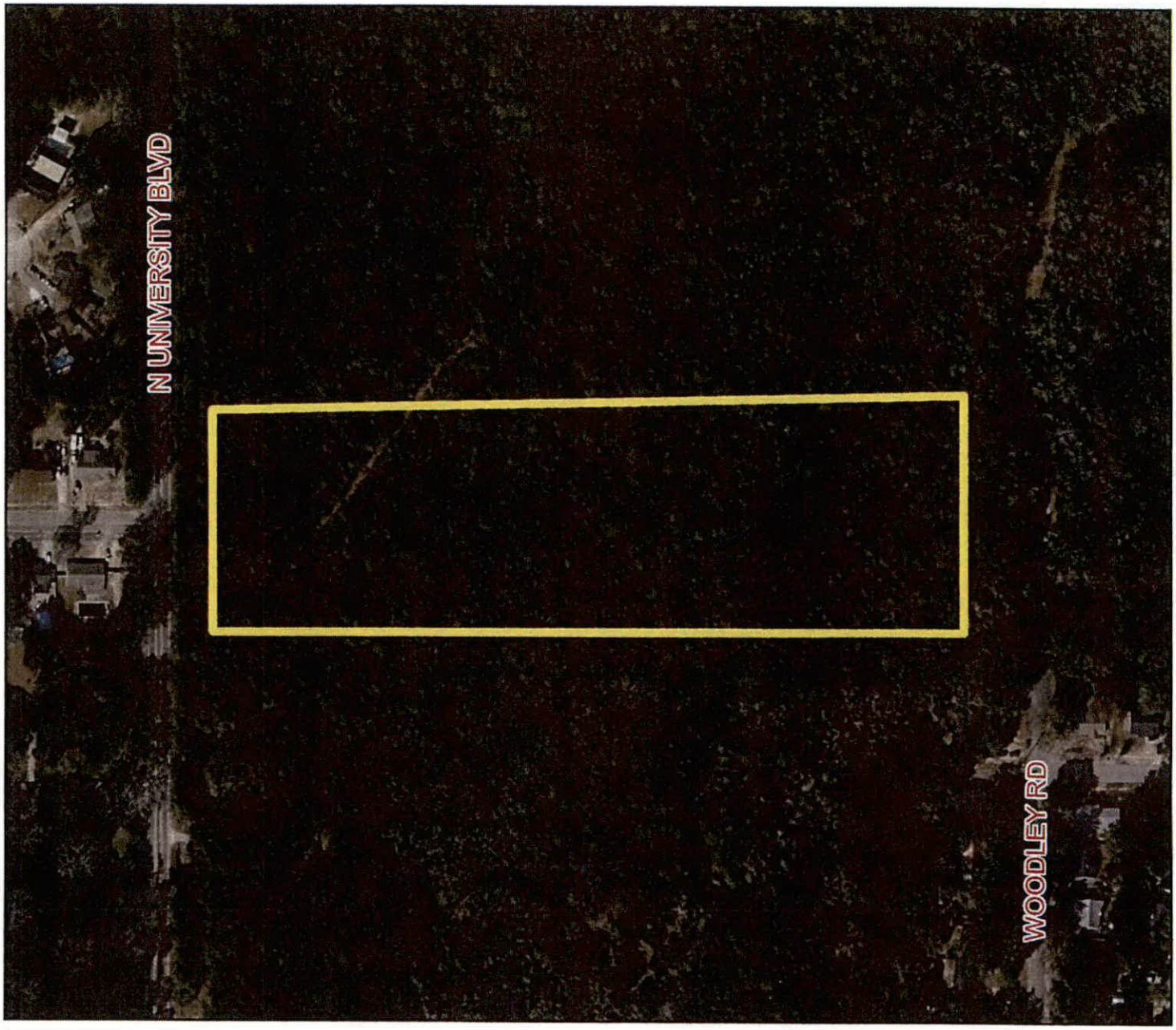
REQUEST Rezoning from R-1 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE May 5, 2022

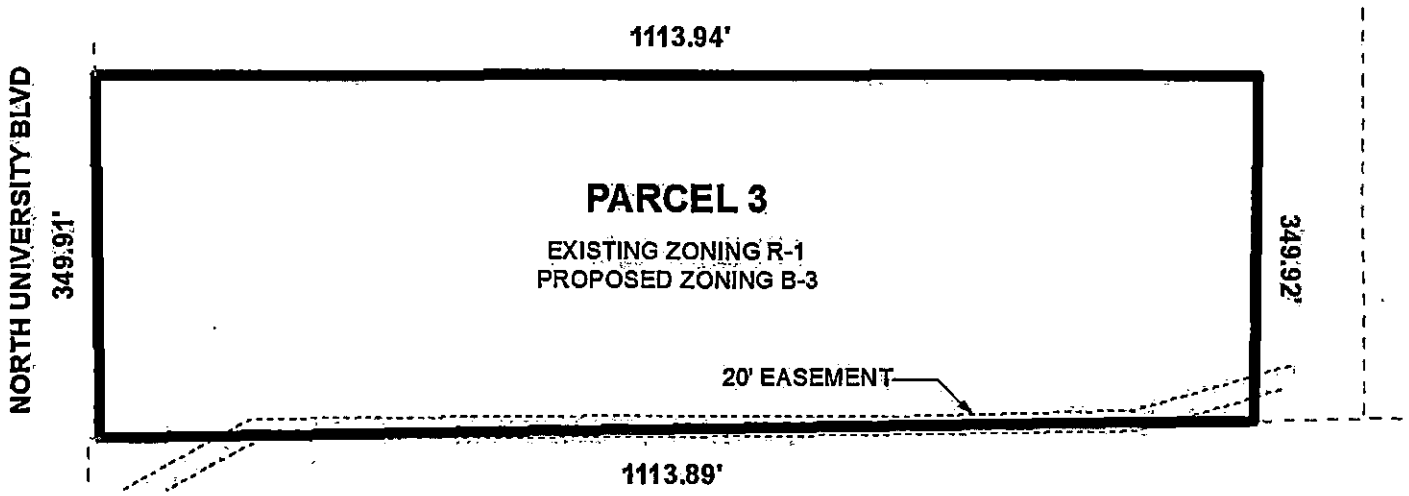
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE PLAN



The site plan illustrates the existing zoning and an easement, and proposed zoning.

APPLICATION NUMBER 1 DATE May 5 , 2022

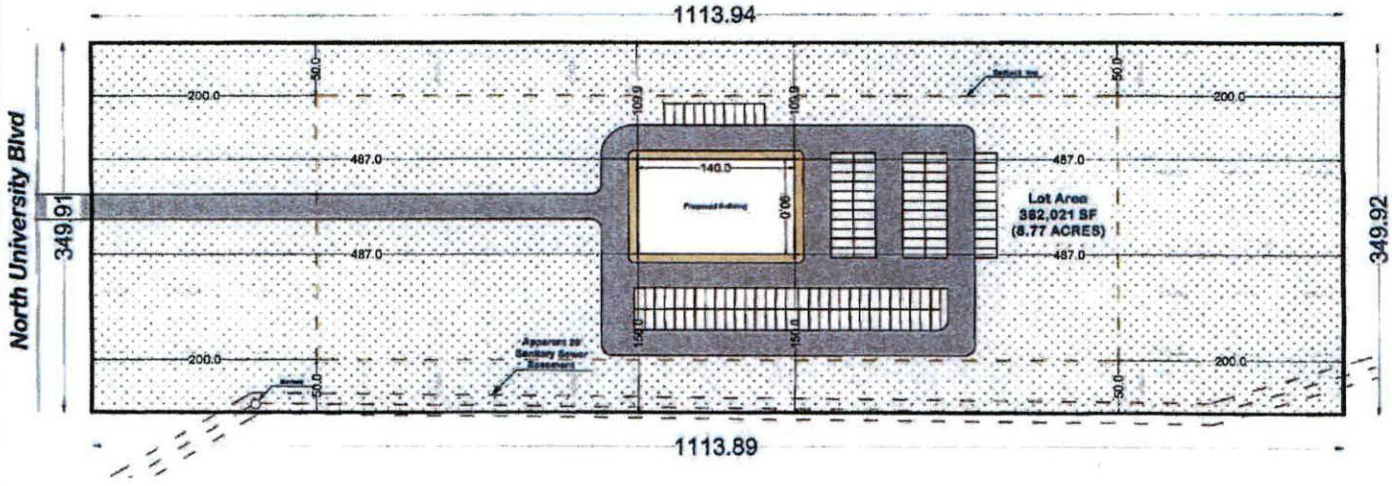
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Johnson	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 9:40 AM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Pastor Brian Johnson Date: 6-16-22

Address: 409 AJ Stokes Ave.

Phone: (251) 253-5029 Email

Date to Address City Council: 6-21-22

Subject (must be completed): The need to keep redistricting and annexation separate.

Specific Questions:

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
C. Martin	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 1:49 PM

CITY CLERK DEPARTMENT

2022 JUN 16 PM 1:40

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Calvin Martin Date: 6/16/21

Address: 2411 Cross St Mobile AL 36610

Phone: 251.321.2676 Email Calvinmartin94@gmail.com

Date to Address City Council: 6/21/22

Subject (must be completed): Redistricting

Specific Questions:

Signature: Taken by Phone KB

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
D. Martin	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 1:50 PM

CITY CLERK DEPARTMENT

2022 JUN 16 PM 1:40

ADDRESSING THE CITY COUNCIL

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Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Darlene Martin Date: 6/16/21

Address: 2411 Cross St Mobile AL 36610

Phone: 251.487.4182 Email dbaker302010@gmail.com

Date to Address City Council: 6/21/22

Subject (must be completed): Redistricting

Specific Questions:

Signature: Taken by Phone KB

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Kidd	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 10:16 AM

ADDRESSING THE CITY COUNCIL

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Please return this form to:

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

Your comments will be limited to three (3) minutes 6-14-22

Name: Demoris Kidd Date: ~~6/21/22~~

Address: 1157 Baltimore St Mobile, AL 36605

Phone: (251) 257-8324 Email

Date to Address City Council: 6-21-22

Subject (must be completed): Youth Violence - Wants to introduce an annual event for the youth in the city called "Soul" - Saving Our Ultimate Legacy He will bring flyers for the Council

Specific Questions:

Signature: via phone TL

CITY CLERK DEPARTMENT
2022 JUN 14 AM 11:08

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cooper	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 10:16 AM

CITY CLERK DEPARTMENT

2022 JUN 16 AM 9:57

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Deborah Cooper Date: 6/16/22

Address: 1202 Shore Acres Dr Mobile 36605

Phone: 251.725.4672 Email dacooper99@yahoo.com

Date to Address City Council: 6/21/22

Subject (must be completed): Lack of animal control in Mobile

Specific Questions:

Signature: Taken by phone KB

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 2:41 PM

Gauthier, Lana

From: R Hill <rhills4tf@gmail.com>
Sent: Thursday, June 16, 2022 1:59 PM
To: Gauthier, Lana
Subject: Meeting Agenda

CAUTION: External Email

Madam Recording Supervisor,

Greetings! I hope this email finds you well. This is a formal request to be added to the upcoming agenda. I will discuss the following:

* The impact of using taxpayer dollars for government overreach and abuse of power (i.e. - Personnel Accountability; Discriminative Developments; Criminal Surveillance and Coercion; Excessive Purchasing Practices; Injustice; etc.)
* Some of the items already listed (waiting on Friday's post to determine).

I am grateful for your service and the continued work of your Office. See you all next week!

Kindest Regards,

Reggie

Sent from my iPad

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

Councilmembers Small, Daves & Gregory and Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
maps	Cover Memo	2/10/2022
ordinance	Cover Memo	2/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2022 - 10:28 AM

Council Districts
2020 Redistricting
City of Mobile

Total Population (TP)

District	Existing TP	Plan TP	Existing TP - Black	Plan TP - Black	Existing TP % Black	Plan TP % Black	Existing TP - White	Plan TP - White	Existing TP % White	Plan TP % White	Existing TP - Other	Plan TP - Other	Existing TP % Other	Plan TP % Other
1	24,638	25,400	18,402	18,040	74.69	71.02	5,585	6,616	22.87	26.05	651	744	2.84	2.93
2	23,220	26,994	14,999	17,622	64.60	65.28	7,464	8,457	32.14	31.33	757	915	3.26	3.39
3	22,632	25,414	16,875	18,839	74.56	74.13	4,942	5,662	21.84	22.28	815	913	3.60	3.59
4	26,910	26,828	11,419	9,470	42.43	35.30	13,479	15,051	50.09	56.10	2,012	2,307	7.48	8.60
5	27,811	27,654	13,801	12,653	49.62	45.75	11,433	12,401	41.11	44.84	2,577	2,600	9.27	9.40
6	31,126	28,024	8,200	8,036	26.34	28.68	19,951	17,232	64.10	61.49	2,975	2,756	9.56	9.83
7	30,704	26,727	15,502	14,538	50.49	54.39	13,421	10,856	43.71	40.62	1,781	1,333	5.80	4.99
Total	**187,041**	**187,041**	**99,198**	**99,198**	**53.04**	**53.04**	**76,275**	**76,275**	**40.78**	**40.78**	**11,568**	**11,568**	**6.18**	**6.18**

Voting Age Population (VAP)

District	Existing VAP	Plan VAP	Existing VAP - Black	Plan VAP - Black	Existing VAP % Black	Plan VAP % Black	Existing VAP - White	Plan VAP - White	Existing VAP % White	Plan VAP % White	Existing VAP - Other	Plan VAP - Other	Existing VAP % Other	Plan VAP % Other
1	19,145	19,919	13,946	13,727	72.84	68.91	4,727	5,637	24.69	28.30	472	555	2.47	2.89
2	18,865	21,813	11,745	13,704	62.26	62.82	6,512	7,374	34.52	33.81	608	735	3.22	3.37
3	16,756	18,659	11,808	13,030	70.47	69.83	4,346	4,966	25.94	26.61	602	663	3.59	3.55
4	21,091	21,457	8,272	7,039	39.22	32.81	11,321	12,682	53.68	59.10	1,498	1,736	7.10	8.09
5	21,158	21,092	9,660	8,811	45.66	41.77	9,520	10,302	44.99	48.84	1,978	1,979	9.35	9.38
6	25,288	22,678	6,044	5,869	23.90	25.88	16,993	14,731	67.20	64.96	2,251	2,078	8.90	9.16
7	23,719	20,404	11,022	10,317	46.47	50.56	11,363	9,090	47.91	44.55	1,334	997	5.62	4.89
Total	**146,022**	**146,022**	**72,497**	**72,497**	**49.65**	**49.65**	**64,782**	**64,782**	**44.36**	**44.36**	**8,743**	**8,743**	**5.99**	**5.99**

Total Population: 187,041
Mean Target Population: 26,720

Max Target Population: 28,323 (6% of mean)
Min Target Population: 25,116 (6% of mean)

Data compiled using ESRI Online Redistricting tool and 2020 U.S. Census (OMB) data: https://redistricting2.esri.com/redistricting/index.html

Census data downloaded from U.S. Census: https://data.census.gov/cedsci/table?g=0500000US01097%241000000&y=2020&d=DEC%20Redistricting%20Data%20%28PL%2094-171%29&tid=DECENNIALPL2020.P1

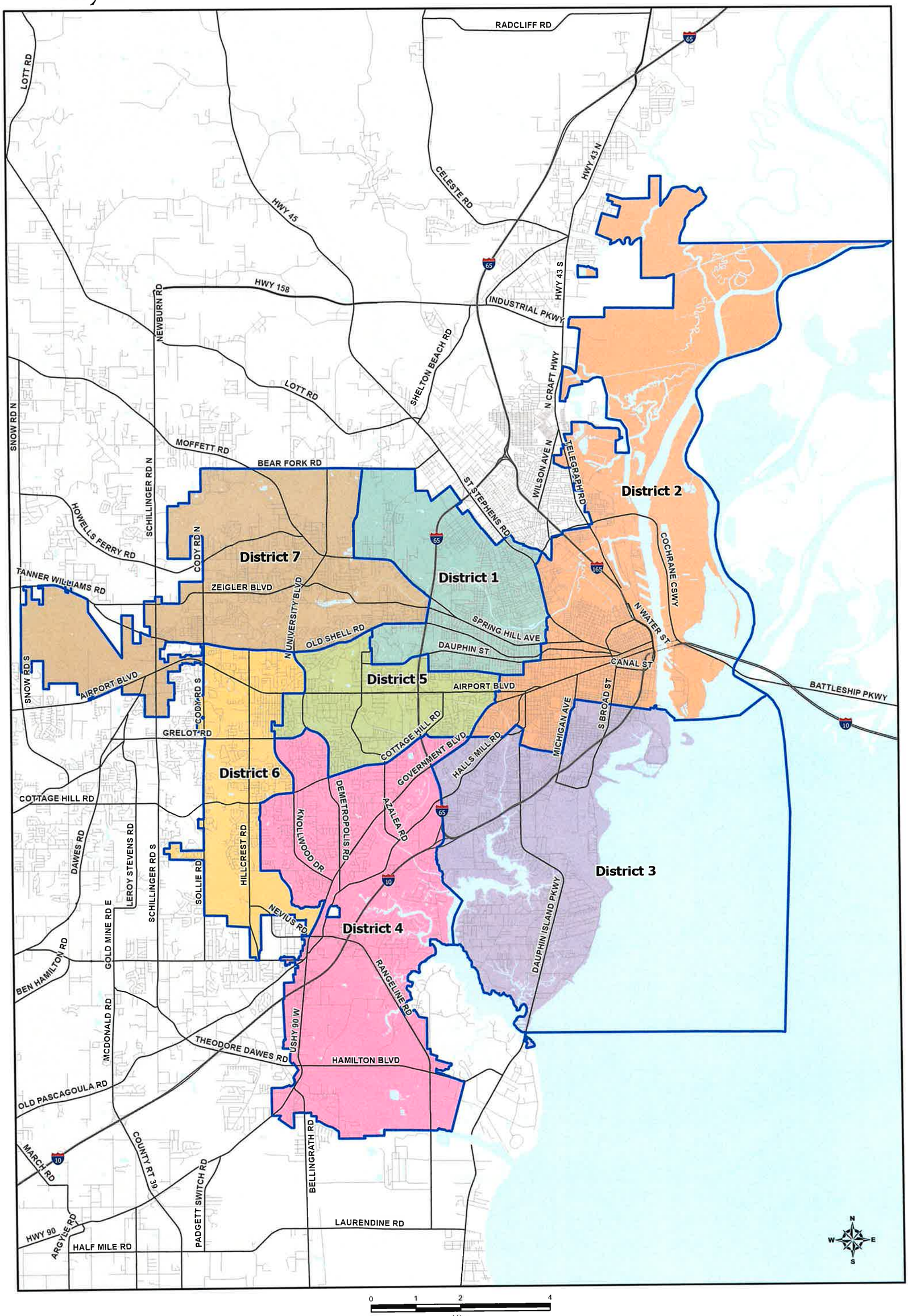
Council Districts
2020 Redistricting
City of Mobile

2020 Redistricting

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

Print Date: 2/9/2022



Council District 1
2020 Redistricting
City of Mobile

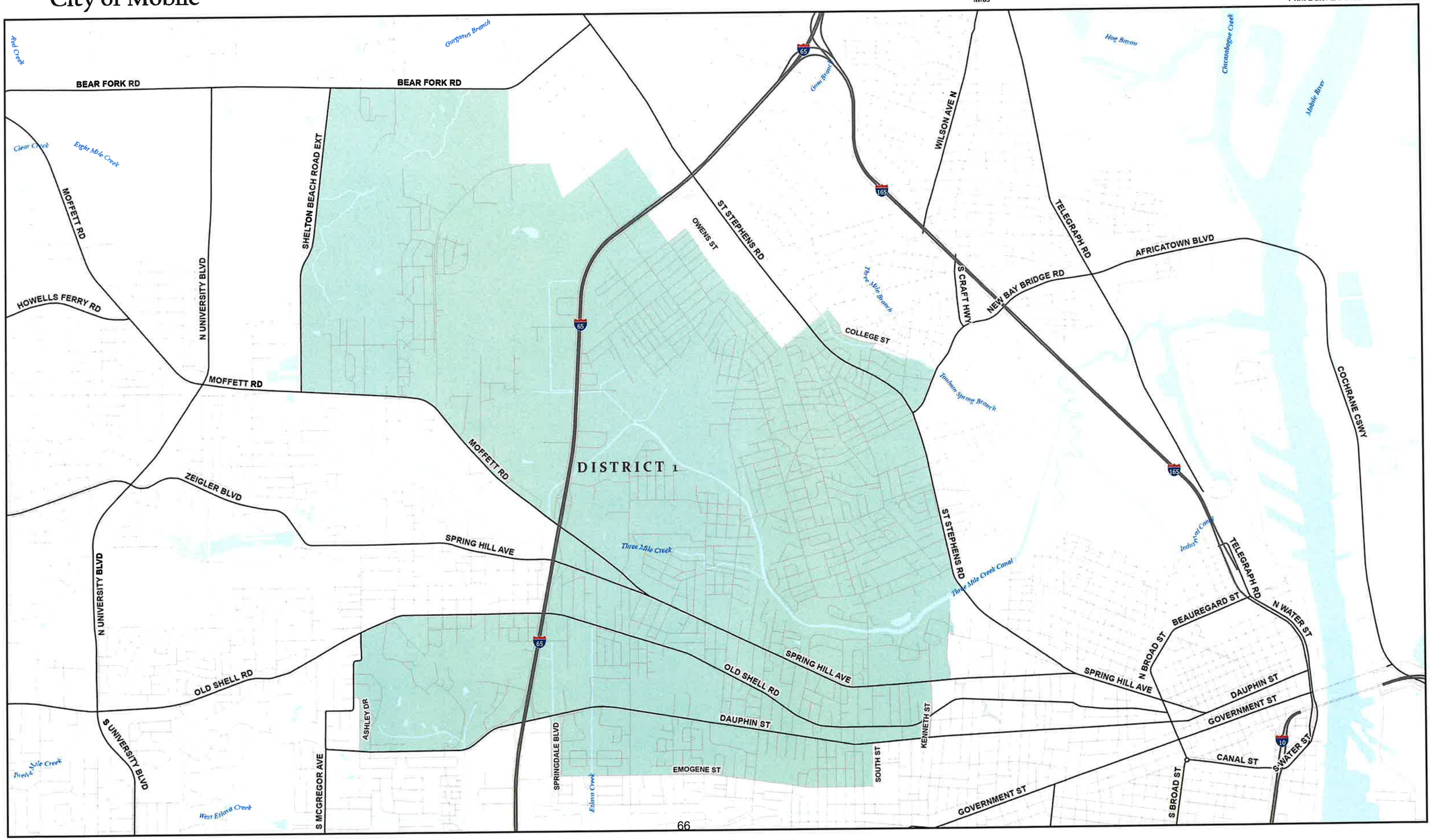
Council District 1

0 0.5 1 2
Miles

N W E S

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

Print Date: 2/9/2022

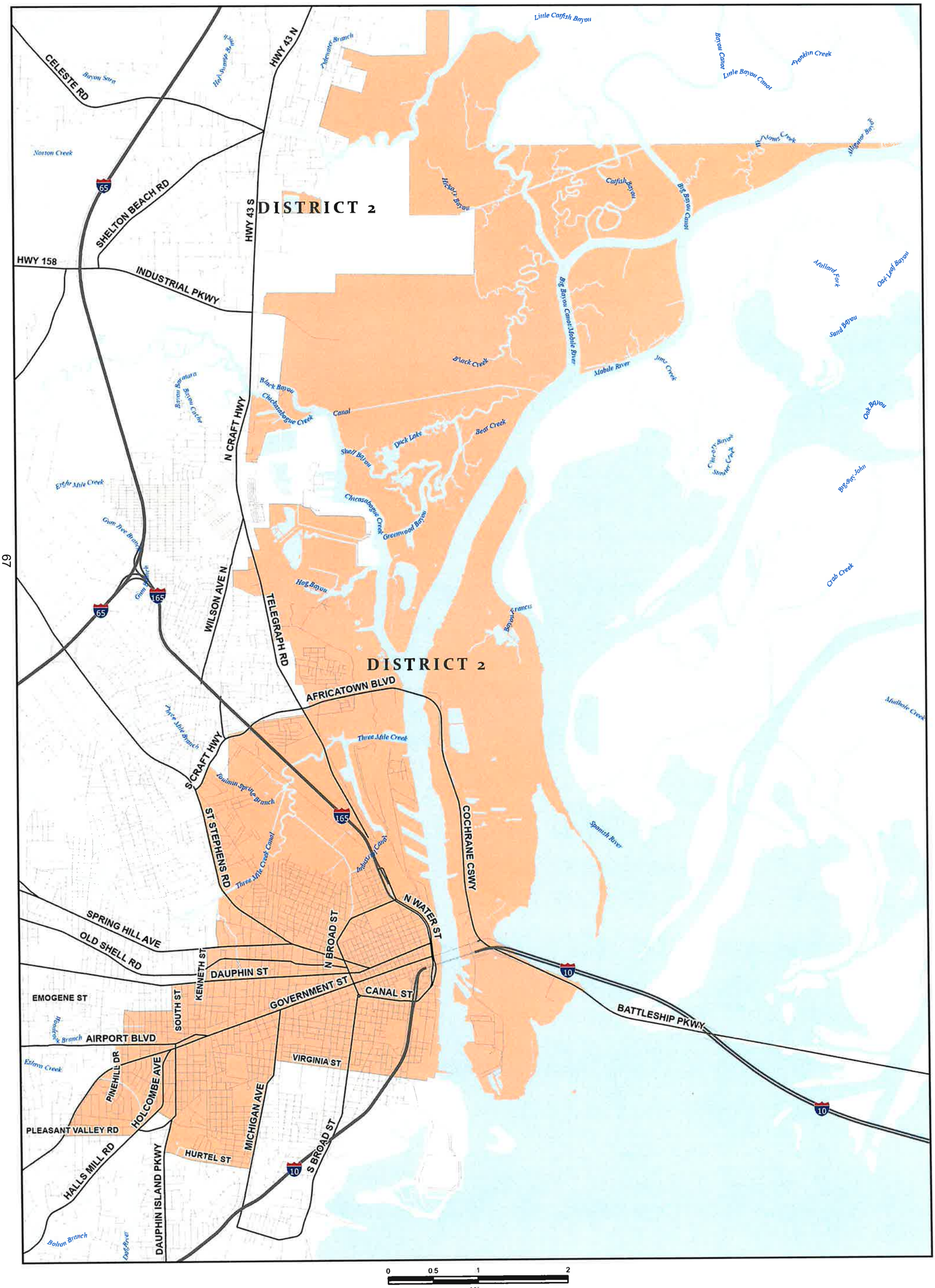


Council District 2
2020 Redistricting
City of Mobile

Council District 2

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

Print Date: 2/9/2022

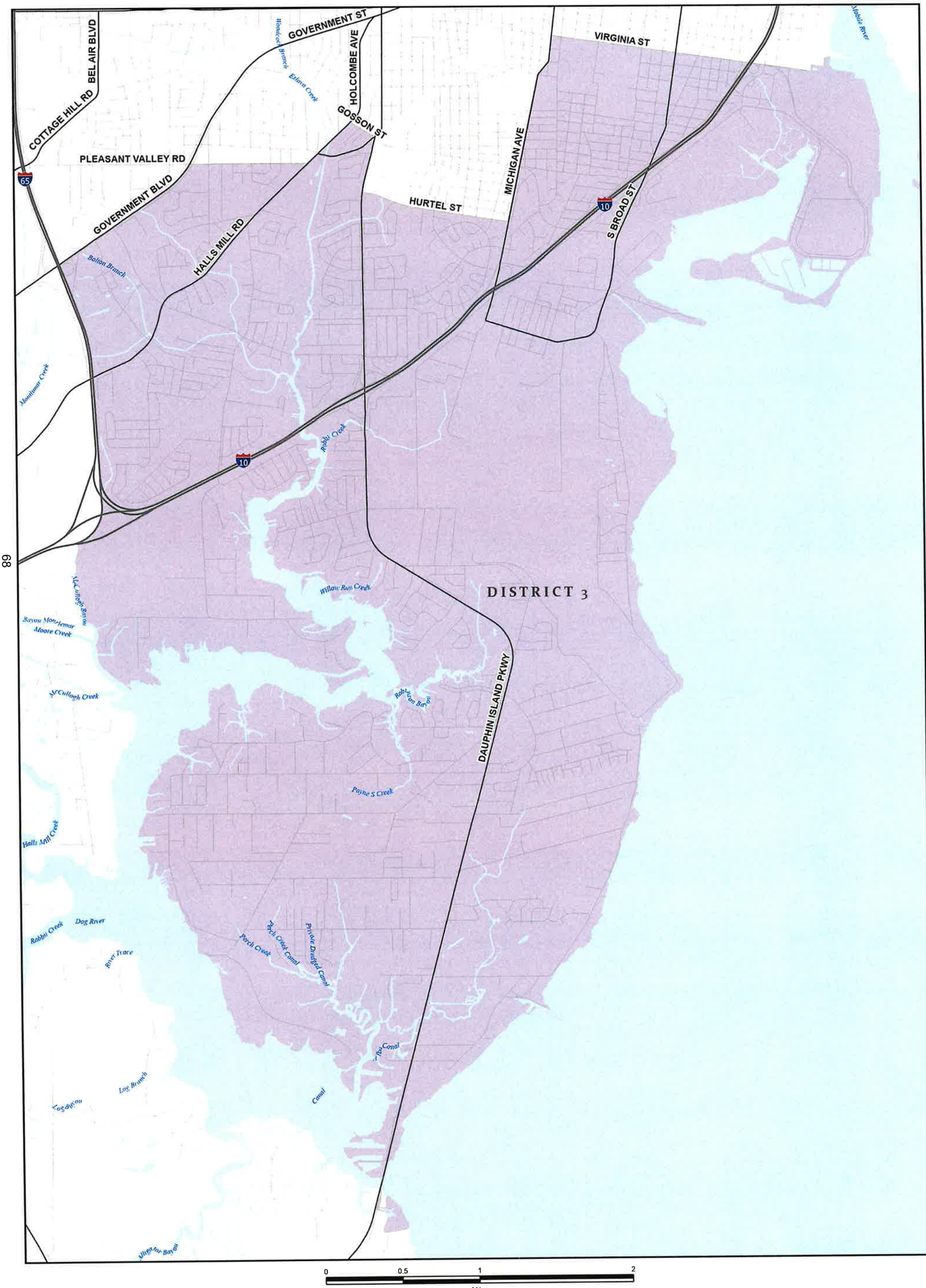


Council District 3
2020 Redistricting
City of Mobile

Council District 3

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

Print Date: 2/9/2022

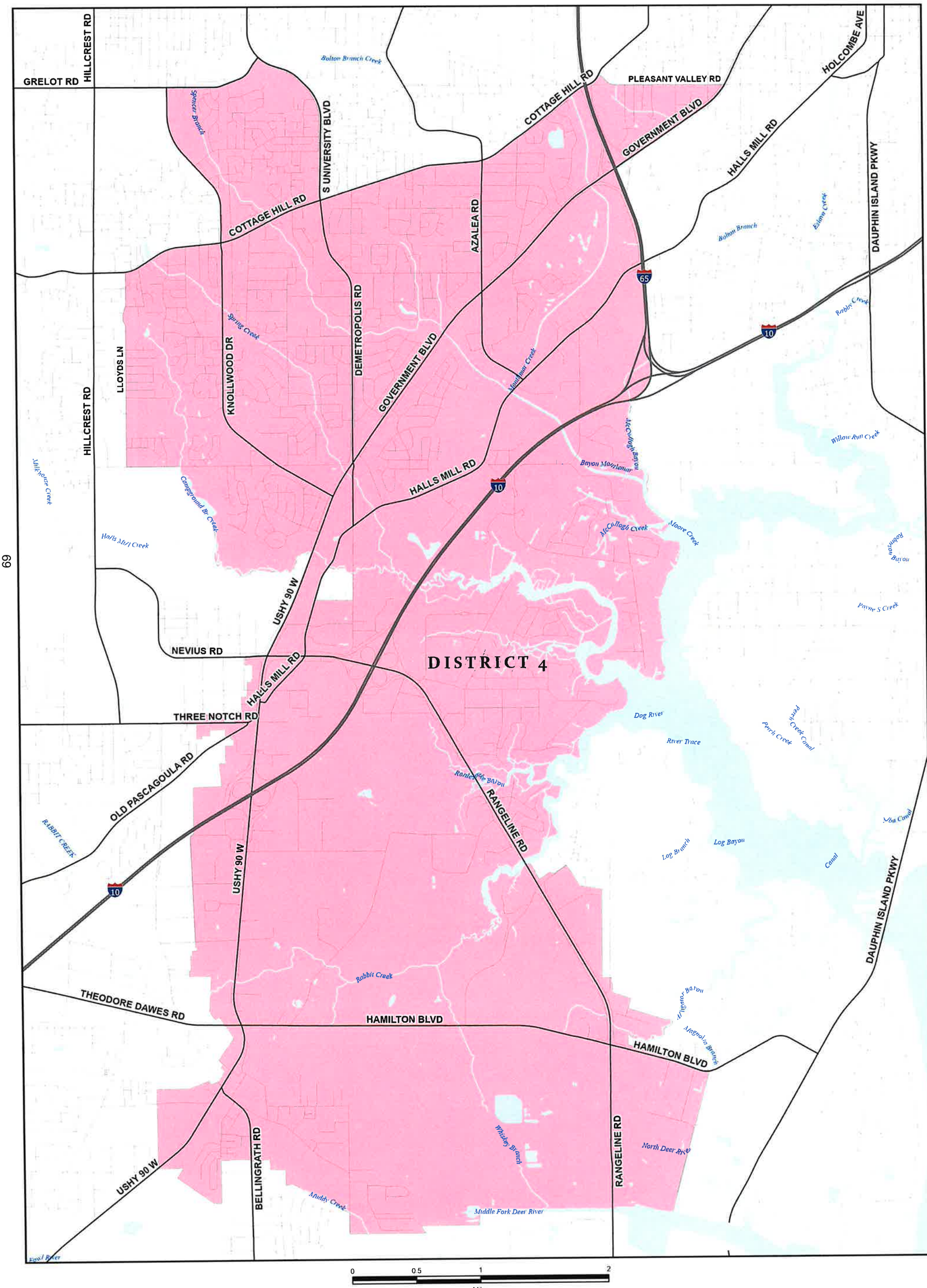


Council District 4
2020 Redistricting
City of Mobile

Council District 4

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

Print Date: 2/9/2022



Council District 5
2020 Redistricting
City of Mobile

DISTRICT 5

Council District 5

0 0.25 0.5 1
Miles

Print Date: 2/9/2022

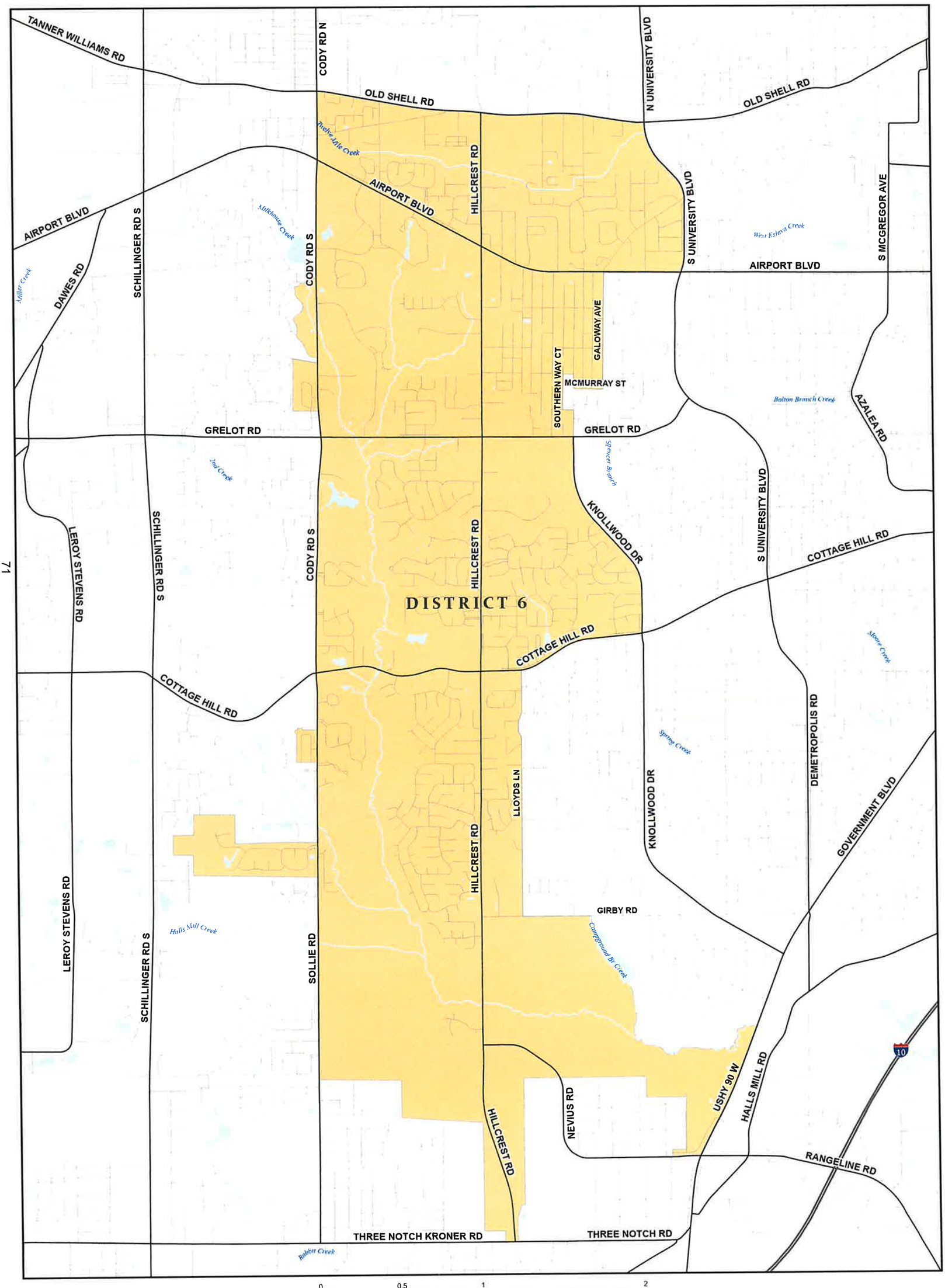
City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th Fl. S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

Council District 6
2020 Redistricting
City of Mobile

Council District 6

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

Print Date: 2/9/2022



Council District 7
2020 Redistricting
City of Mobile

Council District 7

0 0.5 1 2
Miles

N W E S

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
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Print Date: 2/9/2022

DISTRICT 7

BEAR FORK RD
HOWELLS FERRY RD
TANNER WILLIAMS RD
ZEIGLER BLVD
OLD SHELL RD
AIRPORT BLVD
MOFFETT RD
SPRING HILL AVE
DAUPHIN ST
HITT RD
DAWES RD
SHELTON BEACH ROAD EXT
SNOW RD N
SNOW RD S
SCHILLINGER RD N
SCHILLINGER RD S
CODY RD N
CODY RD S
N UNIVERSITY BLVD
S UNIVERSITY BLVD
HILLCREST RD
S MCGREGOR AVE
AZALEA RD
BEL AIR BLVD
I-65

Crooked Creek
Hamilton Creek
Perdido Branch
Red Creek
Eight Mile Creek
Stone Branch
Clear Creek
Perdue Creek
Three Mile Creek
Twelve Mile Creek
Millhouse Creek
Miller Creek
Jim Creek
West Eslava Creek
Eslava Creek

02- 2022

AN ORDINANCE TO PROVIDE FOR THE REAPPORTIONMENT OF THE SEVEN COUNCIL DISTRICTS FOR THE CITY OF MOBILE

Sponsored by: Mayor Stimpson and Councilmembers Daves & Gregory

WHEREAS, section 11-44C-13 of the Code of Alabama provides that the Council's seven members shall be elected from districts which shall be, as near as practicable, of equal population according to the last decennial census; and,

WHEREAS, section 11-44C-90 of the Code of Alabama requires that the seven council districts are to be reapportioned following a decennial census to account for changes in the population of the districts; and,

WHEREAS, based upon the results of the last decennial census the Council finds that reapportionment of the Council districts is necessary to provide fair and equal representation to all of the citizens of the City of Mobile; and,

WHEREAS, the Council finds that reapportionment of the Council districts as provided in this Ordinance will achieve the goal of equally apportioning the City=s population so as to provide fair and equal representation to all citizens of the City of Mobile.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, AS FOLLOWS:

SECTION ONE: The seven city council districts shall be as follows:

A. DISTRICT ONE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
1	600	| 2011 | 2012 | 2010
1	701	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
1	702	| 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 1001 | 1002 | 1003 | 1004 |

		1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 2000 | 2001 | 2002 | 2003 | 2016 | 3001 | 3002 | 3003 | 3004
1	801	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019
1	802	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008
1	901	| 1021
1	2501	| 1006 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2015 | 3000 | 3001 | 3003 | 3004
1	2502	| 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1012 | 1013 | 1014 | 1015 | 1016 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3001 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 1000 | 1001 | 1011 | 3000 | 3002 | 3003 | 3004
1	2600	| 2004 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3007
1	2700	| 1018 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1030 | 2013 | 2014 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1029 | 2000 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 1000 | 1003 | 1019 | 1020 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1001 | 1002 | 1004 | 1005
1	2800	| 1004 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1015 | 5000 | 5001 | 5002 | 5003 | 5004 | 5005 | 5006 | 5007 | 5008 | 5009 | 5010 | 5011 | 5012 | 5013 | 5014 | 5015 | 1000 | 1001 | 1002 | 1003 | 1005 | 1013 | 1014 | 3010
1	3302	| 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1022 | 1023 | 1024 | 1025 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1001 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1039 | 1040
1	3402	| 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2010 | 2011

1	3901	| 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 1019 | 1020 | 1021 | 1022 | 1028 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 1029 | 1031 | 1032 | 1033
1	3902	| 1026 | 1027 | 1001 | 1002 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1024 | 1025 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035
1	4900	| 4018 | 4019

B. DISTRICT TWO shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
2	200	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 | 1061 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 | 1071 | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 2008 | 2010 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2009 | 2011 | 2012 | 2013 | 2014 | 2015 | 2024
2	401	| 3015 | 3019 | 3020 | 2012 | 2014 | 2015 | 2016 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 3010 | 3016 | 3017 | 3018 | 3004 | 3005 | 3006 | 3007 | 3012 | 3013 | 3014 | 4005 | 4015 | 4016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2013 | 2017 | 3000 | 3001 | 3002 | 3003 | 3008 | 3009 | 3011 | 4000 | 4001 | 4002 | 4003 | 4004 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4017 | 4018 | 4019 | 4020 | 4021

2	402	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025
2	500	| 2009 | 2014 | 2015 | 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2010 | 2011 | 2012 | 2013 | 1001
2	600	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2013 | 2014 | 2015
2	901	| 1007 | 1008 | 1009 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1010 | 1013
2	902	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025
2	903	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035
2	1001	| 1004 | 1013 | 2005 | 2014 | 1000 | 1001 | 1002 | 1003 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025
2	1002	| 1014 | 1016 | 1017 | 1018 | 1019 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2037 | 2038 | 2039 | 2040 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1015 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2033 | 2034 | 2035 | 2036 | 2041
2	1100	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018
2	1200	| 1003 | 1012 | 1013 | 1014 | 1015 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1108 | 1109 | 1110 | 1111 | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1119 | 1120 | 1121 | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 | 1141 |

		1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1158 | 1160 | 1184 | 1185 | 1194 | 1204 | 1207 | 2000 | 1077 | 1084 | 1202 | 1048 | 1049 | 1050 | 1051 | 1056 | 1057 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1072 | 1075 | 1076 | 1078 | 1186 | 1187 | 1188 | 1189 | 1190 | 1191 | 1192 | 1193 | 1201 | 1002 | 1004 | 1005 | 1006 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1052 | 1054 | 1055 | 1079 | 1080 | 1081 | 1082 | 1083 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 | 1091 | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 | 1101 | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1199 | 1200 | 1203 | 1205 | 1206 | 1000 | 1007 | 1008 | 1010 | 1011 | 1016 | 1017 | 1183 | 1001 | 1009
2	1400	| 1028 | 1030 | 1032 | 1033 | 1034 | 1035 | 1036 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1029 | 1031
2	1501	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026
2	2100	| 1000 | 1001 | 1002
2	2200	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005
2	2302	| 2000 | 2001 | 2002 | 2006
2	2400	| 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 2007 | 2008 | 2009 | 2010 | 2016 | 2017 | 2018 | 2019 | 2020 | 3003 | 3004 | 3005 | 3008 | 3009 | 3010 | 3011 | 3014 | 3015 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1032 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2011 | 2012 | 2013 | 2014 | 2015 | 2024 | 3000 | 3001 | 3002 | 3006 | 3007
2	2501	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 2010 | 2011 | 2012 | 2013 | 2014 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 3002 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3014 | 3015 | 3016 | 3025
2	2502	| 1002
2	3800	| 1128 | 1136 | 1137 | 1104 | 1114 | 1115 | 1116 | 1117 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1156 | 1066 | 1098 | 1102 | 1118 | 1124 | 1125 | 1126 | 1166 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1096 | 1103 | 1105 | 1106 | 1107 | 1108 | 1109 | 1173 | 1065 | 1067 | 1069 | 1089 | 1095 | 1080 | 1045 | 1046 |

		1047 | 1048 | 1051 | 1062 | 1063 | 1070 | 1071 | 1072 | 1073 | 1075 | 1076 | 1077 | 1078 | 1079 | 1175 | 1049 | 1050 | 1168 | 1170
2	5200	| 1000 | 1042
2	5300	| 1044 | 1045
2	5602	| 2022 | 2025 | 2030
2	7600	| 1000 | 1015 | 2017 | 2040 | 2000 | 2001 | 2003 | 2004 | 2016
2	7700	| 1004 | 1008

C. DISTRICT THREE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
3	1200	| 1118 | 1156 | 1157 | 1159 | 1161 | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 | 1171 | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 | 1181 | 1182 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028
3	1302	| 1009 | 1010 | 1011 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 3004 | 3008 | 3009 | 3018 | 3019 | 1005 | 1006 | 1007 | 1008 | 1000 | 1001 | 1002 | 1003 | 1004 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 3000 | 3001 | 3002 | 3003 | 3005 | 3006 | 3007 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3020 | 3021 | 3022
3	1501	| 1027 | 1028 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015
3	1502	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016
3	1800	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2000 | 2009
3	1901	| 1004 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2009 | 2010 | 2011 | 2012 | 2013 | 2015 | 2016 | 1000 | 1001 | 1002 | 1003 | 1005
3	1902	| 2003 | 2000 | 2001 | 2002 | 2004 | 2005 | 2006 | 2007 | 2012 | 2013 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 2008 | 2009 | 2010 | 2011 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010
3	2000	| 2000 | 2001 | 2006 | 2003 | 2004 | 2027 | 2038 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2002

3	2100	| 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 2005 | 3007 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2001 | 2002 | 2003 | 2004 | 1014 | 1015 | 2000
3	2200	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 3007 | 3009 | 3011 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3010 | 3012 | 3013
3	2301	| 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1000 | 1001 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028
3	2302	| 1009 | 1010 | 1011 | 1012 | 1013 | 1015 | 1016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1014 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009
3	2400	| 2021 | 2022 | 2023
3	7000	| 1001 | 1018 | 1020 | 1021 | 1030
3	7400	| 2000 | 2001 | 2003 | 2005 | 2006 | 2007 | 2015 | 2016 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 1011 | 1015 | 1016 | 1018 | 1019 | 1022 | 1023 | 1024 | 1026 | 1045 | 1046 | 1048 | 1049 | 1053 | 1054 | 1055 | 1056 | 2002 | 2004 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3007 | 3010 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016 | 4017 | 4018 | 4019 | 4020 | 4021 | 4022 | 4023 | 1002 | 1005 | 1006 | 1010 | 1012 | 1013 | 1014 | 1017 | 1020 | 1021 | 1060 | 1061 | 1062 | 1009 | 1025 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1047 | 1050 | 1051 | 1052 | 1059 | 1000 | 1001 | 1003 | 1004 | 1007 | 1008 | 1057 | 1058
3	990000	| 0001 | 0002

D. DISTRICT FOUR shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
4	2000	| 2024 | 2028 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2025 | 2026 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036
4	2900	| 2007 | 2008 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 3034 | 3035 | 3036
4	3000	| 1016 | 1017 | 1019 | 1020 | 1021 | 1022 | 1023 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1045 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010

		| 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 1024 | 1025 | 1026 | 1027 | 1042 | 1043 | 1044 | 1046 | 1047 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2000 | 2001 | 2002
4	3100	| 1005 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1026 | 2010 | 2012 | 2013 | 2014 | 2016 | 2017 | 2023 | 1000 | 1001 | 1002 | 1003 | 1004 | 1006 | 1007 | 1016 | 1025 | 2018 | 2019 | 2020 | 2021 | 2022 | 3021 | 3022 | 3023 | 3026 | 3027 | 3028 | 3029 | 3030 | 2007 | 2008 | 2009 | 2011 | 2015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3024 | 3025
4	3707	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009
4	3710	| 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 1000 | 1001 | 1002 | 1003 | 1009 | 1010
4	3711	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1015
4	3712	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
4	6802	| 1022 | 2000 | 2007 | 2008 | 2013 | 2014 | 2015 | 2016 | 3014 | 3016 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3000 | 3001 | 3002 | 3004 | 3005 | 3007 | 3008 | 3009 | 3010 | 3011 | 3015 | 3017
4	6902	| 1000 | 1001 | 1009 | 1010 | 1011 | 1021
4	7000	| 4030 | 3001 | 3002 | 3008 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3045 | 3046 | 3047 | 3048 | 3049 | 3050 | 3051 | 3053 | 2010 | 2011 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 3000 | 3003 | 3004 | 3005 | 3006 | 3007 | 3009 | 3010 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3039 | 3041 | 3042 | 3043 | 3044 | 3052 | 4020 | 4021 | 4022 | 4027 | 4028 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2012
4	7101	| 3008 | 2000 | 2001 | 2002 | 2005 | 2014 | 2015 | 2016 | 2017 | 3000 | 3006 | 3007

4	7102	| 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1021 | 1022 | 1025 | 1026 | 1029 | 1034 | 1035 | 1037 | 2000 | 2001 | 2002 | 2003 | 2005 | 2006 | 2007 | 2011 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1000 | 1001 | 1002
4	7103	| 1002 | 1005 | 1000 | 1001

E. DISTRICT FIVE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
5	2400	| 3013 | 3016 | 3012
5	2501	| 3007 | 3012 | 3013 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024
5	2800	| 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016 | 4017 | 4018 | 4019 | 5016 | 5017 | 5018 | 2000 | 2001 | 2005 | 3002 | 3003
5	2900	| 1009 | 1010 | 1011 | 1013 | 1014 | 1015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 3003 | 3004 | 3005 | 3007 | 3008 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3023 | 3025 | 3026 | 3028 | 3030 | 3031 | 3032 | 3033 | 3037 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 3000 | 3001 | 3002 | 3006 | 3009 | 3020 | 3021 | 3022 | 3024 | 3027 | 3029 | 1008 | 1012
5	3202	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1014 | 1015 | 1016 | 1017 | 1018 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 1012 | 1013
5	3203	| 1001 | 1002 | 1003 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 1000 | 1004 | 1005 | 1018
5	3205	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011
5	3206	| 1026 | 1035 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1036 | 1037 | 1038 | 1039 | 1040
5	3207	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
5	3301	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 |

		2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010
5	3302	| 1026 | 1027
5	3502	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2001 | 2002 | 2024 | 2025 | 2000
5	3704	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 2015 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4010 | 4013 | 4014 | 4015 | 4016

F. DISTRICT SIX shall consist of: in Mobile Division, Mobile County:

Council District	**2020 Census Tract**	**2020 Census Blocks**
6	3606	| 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 3000
6	3607	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2013 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3009 | 3011 | 2000 | 2010 | 2011 | 2012 | 3000 | 3001 | 3008 | 3010
6	3703	| 1000 | 1001 | 1005 | 1006 | 1009 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 1002 | 1003 | 1004 | 1007 | 1008 | 1010 | 1012
6	3704	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2016 | 2017 | 2018 | 2019 | 2020 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 4007 | 4008 | 4009 | 4011 | 4012
6	3705	| 2004 | 2007 | 3003 | 3004 | 3005 | 3006 | 3008 | 2002 | 2003 | 2005 | 2006 | 1001 | 1002 | 1003 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2000 | 2001 | 3000 | 3002 | 1000 | 1004 | 3001 | 3007
6	3706	| 2004 | 2005 | 2007 | 2008 | 2011 | 2012 | 2014 | 2015 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2000 | 2001 | 2002 | 2003 | 2006 | 2009 | 2010 | 2013
6	3708	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 3001 | 3003 | 3007 | 2000 | 2001 | 2005 | 2009 | 3000 | 3002 | 3004 | 3005 | 3006
6	3711	| 1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007
6	6409	| 1000
6	6411	| 1009 | 3000 | 3001 | 3002 | 3011

6	6802	| 1002 | 1003 | 1000 | 3006 | 3013 | 3034
6	6804	| 2001 | 2009 | 2014 | 2015

G. DISTRICT SEVEN shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
7	2700	| 2001 | 2012
7	3302	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034
7	3402	| 2012 | 2013 | 3000 | 3001 | 3002 | 3003
7	3404	| 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1035 | 1036 | 1037 | 1000 | 1007 | 1008 | 1009 | 1010 | 1031 | 1032 | 1033 | 1034
7	3405	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034
7	3406	| 1002 | 1003 | 1005 | 1009 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 1000 | 1001 | 1004 | 1006 | 1007 | 1008 | 1010 | 3000 | 3001 | 3002 | 3003
7	3408	| 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 1001
7	3410	| 1007 | 1016 | 1017 | 2002 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2018 | 2028 | 2029 | 2030 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1006 | 2000 | 2001 | 2006
7	3501	| 2001 | 2004 | 2006 | 2009 | 2010 | 2012 | 2014 | 2016 | 2018 | 2022 | 2023 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 3009 | 3010 | 3011 | 3012 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 2000 | 2002 | 2003 | 2005 | 2007 | 2008 | 2011 | 2013 | 2015 | 2017 | 2019 | 2020 | 2021 | 2024 | 2025 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 1016 | 1017 | 1019 | 1020 | 1021 | 1022
7	3502	| 1009

7	3602	| 3001 | 3002 | 3003 | 3004 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2014 | 2015 | 2016 | 3000 | 2006 | 2012 | 2013
7	3606	| 1000
7	3608	| 1006 | 1013 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029
7	6402	| 1008 | 1018 | 1023 | 1024 | 1025 | 1026 | 1027 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 3026 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1019 | 1020 | 1021 | 1022 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 3006 | 3018 | 3020 | 3023
7	6403	| 2000 | 2003 | 2005 | 2015 | 2016 | 2027 | 2033 | 1000 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 2017 | 2029 | 2004 | 2008 | 2009 | 2010
7	6409	| 1001 | 1019 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011
7	6411	| 1004 | 1005 | 1006 | 1007 | 1012 | 2000 | 2001 | 2010 | 2011 | 2012 | 2013 | 3007 | 4000 | 4001 | 4002 | 4003 | 4004
7	980000	| 1002 | 1004 | 1005 | 1006 | 1007 | 1008 | 1000 | 1001 | 1003

SECTION TWO: The Council finds that each of the above-described districts is formed of contiguous, and to the extent reasonably possible, compact territory.

SECTION THREE: The Council finds that each district contains as nearly as is reasonable the same population.

SECTION FOUR: A map showing the boundaries of these council districts is attached hereto and incorporated herein by reference.

SECTION FIVE: This Ordinance shall become effective upon its adoption and publication as required by law and shall apply to the first regular election held more than six months after it becomes effective and to all municipal elections, regular or special, held after the first regular election.

ADOPTED:

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CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Chris Arledge, Council Attorney

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
ordinance	Cover Memo	4/14/2022
map 1	Cover Memo	4/14/2022
map 1 version 2	Cover Memo	4/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/14/2022 - 2:30 PM

01-_____ 2022

AN ORDINANCE TO PROVIDE FOR THE REAPPORTIONMENT
OF THE SEVEN CITY COUNCIL DISTRICTS FOR THE CITY OF MOBILE

Sponsored by: Councilmember Carroll

WHEREAS, Section 11-44C-13 of the Code of Alabama provides that the City Council's seven members shall be elected from districts which shall be, as near as practicable, of equal population according to the last decennial census; and,

WHEREAS, Section 11-44C-90 of the Code of Alabama requires that the seven City Council districts are to be reapportioned following a decennial census to account for changes in the population of the districts; and,

WHEREAS, based upon the results of the last decennial census the Council finds that reapportionment of the Council districts is necessary to provide fair and equal representation to all of the citizens of the City of Mobile; and,

WHEREAS, the Council finds that reapportionment of the Council districts as provided in this Ordinance will achieve the goal of equally apportioning the City's population so as to provide fair and equal representation to all citizens of the City of Mobile.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT "SEC. 1-9. – CITY COUNCIL DISTRICTS", OF THE MOBILE CITY CODE, 1991, IS HEREBY AMENDED AND RESTATED AS FOLLOWS:

SECTION ONE: The seven city council districts shall be as follows:

A. DISTRICT ONE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
1	600	2010
1	600	2011
1	600	2012
1	701	1000
1	701	1001
1	701	1002
1	701	1003
1	701	1004
1	701	1005
1	701	1006
1	701	1007
1	701	1008
1	701	1009
1	701	1010

1	701	1011
1	701	1012
1	701	1013
1	701	2000
1	701	2001
1	701	2002
1	701	2003
1	701	2004
1	701	2005
1	701	2006
1	701	2007
1	701	2008
1	701	2009
1	701	3000
1	701	3001
1	701	3002
1	701	3003
1	701	3004
1	701	3005
1	701	3006
1	702	1001
1	702	1002
1	702	1003
1	702	1004
1	702	1006
1	702	1007
1	702	1008
1	702	1009
1	702	1010
1	702	1011
1	702	1012
1	702	1014
1	702	1015
1	702	1016
1	702	1017
1	702	1018
1	702	1019
1	702	1020
1	702	1021
1	702	1022
1	702	1023
1	702	1024
1	702	1025

1	702	2000
1	702	2001
1	702	2002
1	702	2003
1	702	2004
1	702	2005
1	702	2006
1	702	2007
1	702	2008
1	702	2009
1	702	2010
1	702	2011
1	702	2012
1	702	2013
1	702	2014
1	702	2015
1	702	2016
1	702	3000
1	702	3001
1	702	3002
1	702	3003
1	702	3004
1	702	3005
1	702	3006
1	702	3007
1	702	3008
1	702	3009
1	702	3010
1	801	1000
1	801	1001
1	801	1002
1	801	1003
1	801	1004
1	801	1005
1	801	1006
1	801	1007
1	801	1008
1	801	1009
1	801	1010
1	801	1011
1	801	1012
1	801	2000
1	801	2001

1	801	2002
1	801	2003
1	801	2004
1	801	2005
1	801	2006
1	801	2007
1	801	2008
1	801	2009
1	801	2010
1	801	2011
1	801	2012
1	801	2013
1	801	2014
1	801	2015
1	801	2016
1	801	2017
1	801	2018
1	801	2019
1	801	2020
1	801	2021
1	801	2022
1	801	2023
1	801	2024
1	801	2025
1	801	2026
1	801	2027
1	801	2028
1	801	3000
1	801	3001
1	801	3002
1	801	3003
1	801	3004
1	801	3005
1	801	3006
1	801	3007
1	801	3008
1	801	3009
1	801	3010
1	801	3011
1	801	3012
1	801	3013
1	801	3014
1	801	3015

1	801	3016
1	801	3017
1	801	3018
1	801	3019
1	802	1000
1	802	1001
1	802	1002
1	802	1003
1	802	1004
1	802	1005
1	802	1006
1	802	1007
1	802	1008
1	802	1009
1	802	1010
1	802	1011
1	802	2000
1	802	2001
1	802	2002
1	802	2003
1	802	2004
1	802	2005
1	802	2006
1	802	2007
1	802	2008
1	901	1021
1	2501	1006
1	2501	2000
1	2501	2001
1	2501	2002
1	2501	2003
1	2501	2004
1	2501	2005
1	2501	2006
1	2501	2007
1	2501	2008
1	2501	2009
1	2501	2015
1	2501	3000
1	2501	3001
1	2501	3003
1	2501	3004
1	2502	1000

1	2502	1001
1	2502	1003
1	2502	1004
1	2502	1005
1	2502	1006
1	2502	1007
1	2502	1008
1	2502	1009
1	2502	1010
1	2502	1011
1	2502	1012
1	2502	1013
1	2502	1014
1	2502	1015
1	2502	1016
1	2502	2000
1	2502	2001
1	2502	2002
1	2502	2003
1	2502	2004
1	2502	2005
1	2502	2006
1	2502	2007
1	2502	2008
1	2502	2009
1	2502	3000
1	2502	3001
1	2502	3002
1	2502	3003
1	2502	3004
1	2502	3005
1	2502	3006
1	2502	3007
1	2502	3008
1	2502	3009
1	2502	3010
1	2502	3011
1	2502	3012
1	2502	3013
1	2502	3014
1	2502	3015
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1	4900	4005
1	4900	4018
1	4900	4019

B. DISTRICT TWO shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
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2	200	1004
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C. DISTRICT THREE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
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3	2200	2003
3	2200	2004

3	2200	2005
3	2200	2006
3	2200	2007
3	2200	2008
3	2200	2009
3	2200	2010
3	2200	2011
3	2200	2012
3	2200	3000
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3	2200	3002
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3	2200	3004
3	2200	3005
3	2200	3006
3	2200	3007
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3	2200	3009
3	2200	3010
3	2200	3011
3	2200	3012
3	2200	3013
3	2301	1000
3	2301	1001
3	2301	1002
3	2301	1003
3	2301	1004
3	2301	1005
3	2301	1006
3	2301	1007
3	2301	1008
3	2301	1009
3	2301	1010
3	2301	1011
3	2301	1012
3	2301	1013
3	2301	2000
3	2301	2001
3	2301	2002
3	2301	2003
3	2301	2004
3	2301	2005
3	2301	2006

3	2301	2007
3	2301	2008
3	2301	2009
3	2301	2010
3	2301	2011
3	2301	2012
3	2301	2013
3	2301	2014
3	2301	2015
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3	2301	2017
3	2301	2018
3	2301	2019
3	2301	2020
3	2301	2021
3	2301	2022
3	2301	2023
3	2301	2024
3	2301	2025
3	2301	2026
3	2301	2027
3	2301	2028
3	2302	1000
3	2302	1001
3	2302	1002
3	2302	1003
3	2302	1004
3	2302	1005
3	2302	1006
3	2302	1007
3	2302	1008
3	2302	1009
3	2302	1010
3	2302	1011
3	2302	1012
3	2302	1013
3	2302	1014
3	2302	1015
3	2302	1016
3	2302	2003
3	2302	2004
3	2302	2005
3	2302	2007

3	2302	2008
3	2302	2009
3	2400	2021
3	2400	2022
3	2400	2023
3	7000	1001
3	7000	1002
3	7000	1018
3	7000	1020
3	7000	1021
3	7000	1030
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3	7400	1001
3	7400	1002
3	7400	1003
3	7400	1004
3	7400	1005
3	7400	1006
3	7400	1007
3	7400	1008
3	7400	1009
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3	7400	1011
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3	7400	1014
3	7400	1015
3	7400	1016
3	7400	1017
3	7400	1018
3	7400	1019
3	7400	1020
3	7400	1021
3	7400	1022
3	7400	1023
3	7400	1024
3	7400	1025
3	7400	1026
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3	7400	1030
3	7400	1031

3	7400	1032
3	7400	1033
3	7400	1034
3	7400	1035
3	7400	1036
3	7400	1037
3	7400	1038
3	7400	1039
3	7400	1040
3	7400	1041
3	7400	1042
3	7400	1043
3	7400	1044
3	7400	1045
3	7400	1046
3	7400	1047
3	7400	1048
3	7400	1049
3	7400	1050
3	7400	1051
3	7400	1052
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3	7400	1058
3	7400	1059
3	7400	1060
3	7400	1061
3	7400	1062
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3	7400	2001
3	7400	2002
3	7400	2003
3	7400	2004
3	7400	2005
3	7400	2006
3	7400	2007
3	7400	2008
3	7400	2009
3	7400	2010
3	7400	2011

3	7400	2012
3	7400	2013
3	7400	2014
3	7400	2015
3	7400	2016
3	7400	3000
3	7400	3001
3	7400	3002
3	7400	3003
3	7400	3004
3	7400	3005
3	7400	3006
3	7400	3007
3	7400	3008
3	7400	3009
3	7400	3010
3	7400	3011
3	7400	3012
3	7400	3013
3	7400	3014
3	7400	3015
3	7400	3016
3	7400	3017
3	7400	3018
3	7400	4000
3	7400	4001
3	7400	4002
3	7400	4003
3	7400	4004
3	7400	4005
3	7400	4006
3	7400	4007
3	7400	4008
3	7400	4009
3	7400	4010
3	7400	4011
3	7400	4012
3	7400	4013
3	7400	4014
3	7400	4015
3	7400	4016
3	7400	4017
3	7400	4018

3	7400	4019
3	7400	4020
3	7400	4021
3	7400	4022
3	7400	4023
3	990000	1
3	990000	2

D. DISTRICT FOUR shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
4	2000	2005
4	2000	2007
4	2000	2008
4	2000	2009
4	2000	2010
4	2000	2011
4	2000	2012
4	2000	2013
4	2000	2014
4	2000	2015
4	2000	2016
4	2000	2017
4	2000	2018
4	2000	2019
4	2000	2020
4	2000	2021
4	2000	2022
4	2000	2023
4	2000	2024
4	2000	2025
4	2000	2026
4	2000	2028
4	2000	2030
4	2000	2031
4	2000	2032
4	2000	2033
4	2000	2034
4	2000	2035
4	2000	2036
4	2900	2007

4	2900	2008
4	2900	2017
4	2900	2018
4	2900	2019
4	2900	2020
4	2900	2021
4	2900	2022
4	2900	2023
4	2900	2024
4	2900	2025
4	2900	3034
4	2900	3035
4	2900	3036
4	3000	1000
4	3000	1001
4	3000	1002
4	3000	1003
4	3000	1004
4	3000	1005
4	3000	1006
4	3000	1007
4	3000	1008
4	3000	1009
4	3000	1010
4	3000	1011
4	3000	1012
4	3000	1013
4	3000	1014
4	3000	1015
4	3000	1016
4	3000	1017
4	3000	1018
4	3000	1019
4	3000	1020
4	3000	1021
4	3000	1022
4	3000	1023
4	3000	1024
4	3000	1025
4	3000	1026
4	3000	1027
4	3000	1028
4	3000	1029

4	3000	1030
4	3000	1031
4	3000	1032
4	3000	1033
4	3000	1034
4	3000	1035
4	3000	1036
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4	3000	1039
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4	3000	1042
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4	3000	1046
4	3000	1047
4	3000	2000
4	3000	2001
4	3000	2002
4	3000	2003
4	3000	2004
4	3000	2005
4	3000	2006
4	3000	2007
4	3000	2008
4	3000	2009
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4	3000	2011
4	3000	2012
4	3000	2013
4	3000	2014
4	3000	2015
4	3000	2016
4	3000	2017
4	3000	2018
4	3000	2019
4	3000	2020
4	3000	2021
4	3000	2022
4	3000	2023
4	3000	2024
4	3000	2025

4	3000	2026
4	3000	2027
4	3000	2028
4	3000	2029
4	3100	1000
4	3100	1001
4	3100	1002
4	3100	1003
4	3100	1004
4	3100	1005
4	3100	1006
4	3100	1007
4	3100	1008
4	3100	1009
4	3100	1010
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4	3100	1014
4	3100	1015
4	3100	1016
4	3100	1017
4	3100	1018
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4	3100	1020
4	3100	1021
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4	3100	1023
4	3100	1024
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4	3100	1026
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4	3100	2001
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4	3100	2003
4	3100	2004
4	3100	2005
4	3100	2006
4	3100	2007
4	3100	2008
4	3100	2009
4	3100	2010
4	3100	2011

4	3100	2012
4	3100	2013
4	3100	2014
4	3100	2015
4	3100	2016
4	3100	2017
4	3100	2018
4	3100	2019
4	3100	2020
4	3100	2021
4	3100	2022
4	3100	2023
4	3100	3000
4	3100	3001
4	3100	3002
4	3100	3003
4	3100	3004
4	3100	3005
4	3100	3006
4	3100	3007
4	3100	3008
4	3100	3009
4	3100	3010
4	3100	3011
4	3100	3012
4	3100	3013
4	3100	3014
4	3100	3015
4	3100	3016
4	3100	3017
4	3100	3018
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4	3100	3023
4	3100	3024
4	3100	3025
4	3100	3026
4	3100	3027
4	3100	3028
4	3100	3029
4	3100	3030

4	3707	1000
4	3707	1002
4	3707	1003
4	3707	1004
4	3707	1005
4	3707	1006
4	3707	1007
4	3707	1008
4	3707	1009
4	3707	1010
4	3707	1011
4	3707	1012
4	3707	1013
4	3707	1014
4	3707	1015
4	3707	1016
4	3707	1017
4	3707	1018
4	3707	1019
4	3707	1020
4	3707	1021
4	3707	1022
4	3707	1023
4	3707	1024
4	3707	1025
4	3707	1026
4	3707	1027
4	3707	1028
4	3707	1029
4	3707	1030
4	3707	1031
4	3707	1032
4	3707	2001
4	3707	2002
4	3707	2003
4	3707	2004
4	3707	2005
4	3707	2006
4	3707	2007
4	3707	2008
4	3707	3000
4	3707	3001
4	3707	3002

4	3707	3003
4	3707	3004
4	3707	3005
4	3707	3006
4	3707	3007
4	3707	3008
4	3707	3009
4	3710	1000
4	3710	1001
4	3710	1002
4	3710	1003
4	3710	1004
4	3710	1005
4	3710	1006
4	3710	1007
4	3710	1008
4	3710	1009
4	3710	1010
4	3710	1011
4	3710	1012
4	3710	1013
4	3710	1014
4	3710	1015
4	3710	1016
4	3710	1017
4	3710	1018
4	3710	1019
4	3710	1020
4	3710	1021
4	3710	1022
4	3710	2000
4	3710	2001
4	3710	2002
4	3710	2003
4	3710	2004
4	3710	2005
4	3710	3000
4	3710	3001
4	3710	3002
4	3710	3003
4	3710	3004
4	3710	3005
4	3710	3006

4	3710	3007
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4	3710	3009
4	3710	3010
4	3710	3011
4	3710	3012
4	3710	3013
4	3710	3014
4	3710	3015
4	3710	3016
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4	3710	3032
4	3710	3033
4	3710	3034
4	3710	3035
4	3711	1000
4	3711	1001
4	3711	1002
4	3711	1003
4	3711	1004
4	3711	1005
4	3711	1006
4	3711	1007
4	3711	1008
4	3711	1009
4	3711	1010
4	3711	1011
4	3711	1012
4	3711	1013

4	3711	1015
4	3712	1000
4	3712	1001
4	3712	1002
4	3712	1003
4	3712	1004
4	3712	1005
4	3712	1006
4	3712	1007
4	3712	1008
4	3712	1009
4	3712	1010
4	3712	1011
4	3712	1012
4	3712	1013
4	3712	1014
4	3712	1015
4	3712	1016
4	3712	1017
4	3712	1018
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4	3712	2000
4	3712	2001
4	3712	2002
4	3712	2003
4	3712	2004
4	3712	2005
4	3712	2006
4	3712	2007
4	3712	2008
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4	3712	2010
4	3712	2011
4	3712	2012
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4	3712	2014
4	3712	2015
4	3712	3000
4	3712	3001
4	3712	3002
4	3712	3003
4	3712	3004
4	3712	3005

4	3712	3006
4	6802	1022
4	6802	2000
4	6802	2007
4	6802	2008
4	6802	2013
4	6802	2014
4	6802	2015
4	6802	2016
4	6802	3000
4	6802	3001
4	6802	3002
4	6802	3004
4	6802	3005
4	6802	3007
4	6802	3008
4	6802	3009
4	6802	3010
4	6802	3011
4	6802	3014
4	6802	3015
4	6802	3016
4	6802	3017
4	6802	3018
4	6802	3019
4	6802	3020
4	6802	3021
4	6802	3022
4	6802	3023
4	6802	3024
4	6802	3025
4	6802	3026
4	6802	3027
4	6802	3028
4	6802	3029
4	6802	3030
4	6802	3031
4	6802	3032
4	6802	3033
4	6902	1000
4	6902	1001
4	6902	1009
4	6902	1010

4	6902	1011
4	6902	1021
4	7000	2000
4	7000	2001
4	7000	2002
4	7000	2003
4	7000	2004
4	7000	2005
4	7000	2006
4	7000	2007
4	7000	2008
4	7000	2009
4	7000	2010
4	7000	2011
4	7000	2012
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4	7000	2014
4	7000	2015
4	7000	2016
4	7000	2017
4	7000	2018
4	7000	2019
4	7000	2020
4	7000	2021
4	7000	2022
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4	7000	2024
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4	7000	2027
4	7000	2028
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4	7000	2031
4	7000	2032
4	7000	2033
4	7000	2034
4	7000	2035
4	7000	2036
4	7000	2037
4	7000	3000
4	7000	3001
4	7000	3002
4	7000	3003

4	7000	3004
4	7000	3005
4	7000	3006
4	7000	3007
4	7000	3008
4	7000	3009
4	7000	3010
4	7000	3011
4	7000	3012
4	7000	3013
4	7000	3014
4	7000	3015
4	7000	3016
4	7000	3017
4	7000	3018
4	7000	3019
4	7000	3020
4	7000	3021
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4	7000	3030
4	7000	3031
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4	7000	3043
4	7000	3044
4	7000	3045
4	7000	3046
4	7000	3047
4	7000	3048
4	7000	3049
4	7000	3050

4	7000	3051
4	7000	3053
4	7000	4020
4	7000	4021
4	7000	4027
4	7000	4028
4	7000	4030
4	7101	2000
4	7101	2001
4	7101	2002
4	7101	2005
4	7101	2014
4	7101	2015
4	7101	2016
4	7101	2017
4	7101	3000
4	7101	3006
4	7101	3007
4	7101	3008
4	7102	1000
4	7102	1001
4	7102	1002
4	7102	1003
4	7102	1004
4	7102	1005
4	7102	1006
4	7102	1007
4	7102	1008
4	7102	1009
4	7102	1010
4	7102	1011
4	7102	1012
4	7102	1013
4	7102	1014
4	7102	1015
4	7102	1016
4	7102	1017
4	7102	1018
4	7102	1019
4	7102	1021
4	7102	1022
4	7102	1025
4	7102	1026

4	7102	1029
4	7102	1034
4	7102	1035
4	7102	1037
4	7102	2000
4	7102	2001
4	7102	2002
4	7102	2003
4	7102	2005
4	7102	2006
4	7102	2007
4	7102	2011
4	7103	1000
4	7103	1001
4	7103	1002
4	7103	1005

E. DISTRICT FIVE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
5	2400	3012
5	2400	3013
5	2400	3016
5	2501	3007
5	2501	3012
5	2501	3013
5	2501	3017
5	2501	3018
5	2501	3019
5	2501	3020
5	2501	3021
5	2501	3022
5	2501	3023
5	2501	3024
5	2800	2000
5	2800	2001
5	2800	2002
5	2800	2003
5	2800	2004

5	2800	2005
5	2800	2006
5	2800	2007
5	2800	2008
5	2800	2009
5	2800	3000
5	2800	3001
5	2800	3002
5	2800	3003
5	2800	3004
5	2800	3005
5	2800	3006
5	2800	3007
5	2800	3008
5	2800	3009
5	2800	3010
5	2800	4000
5	2800	4001
5	2800	4002
5	2800	4003
5	2800	4004
5	2800	4005
5	2800	4006
5	2800	4007
5	2800	4008
5	2800	4009
5	2800	4010
5	2800	4011
5	2800	4012
5	2800	4013
5	2800	4014
5	2800	4015
5	2800	4016
5	2800	4017
5	2800	4018
5	2800	4019
5	2800	5016
5	2800	5017
5	2800	5018
5	2900	1000
5	2900	1001
5	2900	1002
5	2900	1003

5	2900	1004
5	2900	1005
5	2900	1006
5	2900	1007
5	2900	1008
5	2900	1009
5	2900	1010
5	2900	1011
5	2900	1012
5	2900	1013
5	2900	1014
5	2900	1015
5	2900	2000
5	2900	2001
5	2900	2002
5	2900	2003
5	2900	2004
5	2900	2005
5	2900	2006
5	2900	2009
5	2900	2010
5	2900	2011
5	2900	2012
5	2900	2013
5	2900	2014
5	2900	2015
5	2900	2016
5	2900	3000
5	2900	3001
5	2900	3002
5	2900	3003
5	2900	3004
5	2900	3005
5	2900	3006
5	2900	3007
5	2900	3008
5	2900	3009
5	2900	3010
5	2900	3011
5	2900	3012
5	2900	3013
5	2900	3014
5	2900	3015

5	2900	3016
5	2900	3017
5	2900	3018
5	2900	3019
5	2900	3020
5	2900	3021
5	2900	3022
5	2900	3023
5	2900	3024
5	2900	3025
5	2900	3026
5	2900	3027
5	2900	3028
5	2900	3029
5	2900	3030
5	2900	3031
5	2900	3032
5	2900	3033
5	2900	3037
5	3202	1000
5	3202	1001
5	3202	1002
5	3202	1003
5	3202	1004
5	3202	1005
5	3202	1006
5	3202	1007
5	3202	1008
5	3202	1009
5	3202	1010
5	3202	1011
5	3202	1012
5	3202	1013
5	3202	1014
5	3202	1015
5	3202	1016
5	3202	1017
5	3202	1018
5	3202	2000
5	3202	2001
5	3202	2002
5	3202	2003
5	3202	2004

5	3202	2005
5	3202	2006
5	3202	2007
5	3202	2008
5	3202	2009
5	3202	2010
5	3202	2011
5	3202	2012
5	3202	2013
5	3202	2014
5	3202	2015
5	3202	2016
5	3202	2017
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5	3203	1001
5	3203	1002
5	3203	1003
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5	3203	1006
5	3203	1007
5	3203	1008
5	3203	1009
5	3203	1010
5	3203	1011
5	3203	1012
5	3203	1013
5	3203	1014
5	3203	1015
5	3203	1016
5	3203	1017
5	3203	1018
5	3203	2000
5	3203	2001
5	3203	2002
5	3203	2003
5	3203	2004
5	3203	2005
5	3203	2006
5	3203	2007
5	3203	2008
5	3203	2009
5	3203	2010

5	3203	2011
5	3203	2012
5	3203	2013
5	3203	2014
5	3203	2015
5	3203	2016
5	3203	2017
5	3203	2018
5	3203	2019
5	3203	2020
5	3203	2021
5	3203	2022
5	3203	2023
5	3203	2024
5	3203	2025
5	3203	2026
5	3205	1000
5	3205	1001
5	3205	1002
5	3205	1003
5	3205	1004
5	3205	1005
5	3205	1006
5	3205	1007
5	3205	1008
5	3205	1009
5	3205	1010
5	3205	2000
5	3205	2001
5	3205	2002
5	3205	2003
5	3205	2004
5	3205	2005
5	3205	3000
5	3205	3001
5	3205	3002
5	3205	3003
5	3205	3004
5	3205	3005
5	3205	3006
5	3205	3007
5	3205	3008
5	3205	3009

5	3205	3010
5	3205	3011
5	3206	1000
5	3206	1001
5	3206	1002
5	3206	1003
5	3206	1004
5	3206	1005
5	3206	1006
5	3206	1007
5	3206	1008
5	3206	1009
5	3206	1010
5	3206	1011
5	3206	1012
5	3206	1013
5	3206	1014
5	3206	1015
5	3206	1016
5	3206	1017
5	3206	1018
5	3206	1019
5	3206	1020
5	3206	1021
5	3206	1022
5	3206	1023
5	3206	1024
5	3206	1025
5	3206	1026
5	3206	1027
5	3206	1028
5	3206	1029
5	3206	1030
5	3206	1031
5	3206	1032
5	3206	1033
5	3206	1034
5	3206	1035
5	3206	1036
5	3206	1037
5	3206	1038
5	3206	1039
5	3206	1040

5	3207	1000
5	3207	1001
5	3207	1002
5	3207	1003
5	3207	1004
5	3207	1005
5	3207	1006
5	3207	1007
5	3207	2000
5	3207	2001
5	3207	2002
5	3207	2003
5	3207	2004
5	3207	2005
5	3207	2006
5	3207	2007
5	3207	2008
5	3207	2009
5	3207	2010
5	3207	2011
5	3207	2012
5	3207	2013
5	3207	2014
5	3207	3000
5	3207	3001
5	3207	3002
5	3207	3003
5	3207	3004
5	3207	3005
5	3207	3006
5	3301	1000
5	3301	1001
5	3301	1002
5	3301	1003
5	3301	1004
5	3301	1005
5	3301	1006
5	3301	1007
5	3301	1008
5	3301	1009
5	3301	1010
5	3301	1011
5	3301	1012

5	3301	1013
5	3301	1014
5	3301	1015
5	3301	1016
5	3301	1017
5	3301	1018
5	3301	1019
5	3301	1020
5	3301	1021
5	3301	1022
5	3301	1023
5	3301	1024
5	3301	1025
5	3301	1026
5	3301	2000
5	3301	2001
5	3301	2002
5	3301	2003
5	3301	2004
5	3301	2005
5	3301	2006
5	3301	2007
5	3301	2008
5	3301	2009
5	3301	2010
5	3301	2011
5	3301	3000
5	3301	3001
5	3301	3002
5	3301	3003
5	3301	3004
5	3301	3005
5	3301	3006
5	3301	3007
5	3301	3008
5	3301	3009
5	3301	3010
5	3302	1026
5	3302	1027
5	3502	1000
5	3502	1001
5	3502	1002
5	3502	1003

5	3502	1004
5	3502	1005
5	3502	1006
5	3502	1007
5	3502	1008
5	3502	1009
5	3502	1010
5	3502	1011
5	3502	1012
5	3502	1013
5	3502	1014
5	3502	1015
5	3502	1016
5	3502	1017
5	3502	1018
5	3502	1019
5	3502	1020
5	3502	1021
5	3502	1022
5	3502	1023
5	3502	1024
5	3502	1025
5	3502	2000
5	3502	2001
5	3502	2002
5	3502	2003
5	3502	2004
5	3502	2005
5	3502	2006
5	3502	2007
5	3502	2008
5	3502	2009
5	3502	2010
5	3502	2011
5	3502	2012
5	3502	2013
5	3502	2014
5	3502	2015
5	3502	2016
5	3502	2017
5	3502	2018
5	3502	2019
5	3502	2020

5	3502	2021
5	3502	2022
5	3502	2023
5	3502	2024
5	3502	2025
5	3704	1000
5	3704	1001
5	3704	1002
5	3704	1003
5	3704	1004
5	3704	1005
5	3704	1006
5	3704	2015
5	3704	4000
5	3704	4001
5	3704	4002
5	3704	4003
5	3704	4004
5	3704	4005
5	3704	4010
5	3704	4013
5	3704	4014
5	3704	4015
5	3704	4016
5	3707	1001
5	3707	2000

E. DISTRICT SIX shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
6	3606	1000
6	3606	1001
6	3606	1002
6	3606	1003
6	3606	1004
6	3606	1005
6	3606	1006
6	3606	1007
6	3606	1008
6	3606	1009
6	3606	1010
6	3606	1011

6	3606	1012
6	3606	1013
6	3606	1014
6	3606	1015
6	3606	1016
6	3606	1017
6	3606	1018
6	3606	1019
6	3606	2000
6	3606	2001
6	3606	2002
6	3606	2003
6	3606	2004
6	3606	2005
6	3606	2006
6	3606	2007
6	3606	2008
6	3606	2009
6	3606	2010
6	3606	2011
6	3606	2012
6	3606	2013
6	3606	2014
6	3606	2015
6	3606	2016
6	3606	3000
6	3607	1000
6	3607	1001
6	3607	1002
6	3607	1003
6	3607	1004
6	3607	1005
6	3607	1006
6	3607	1007
6	3607	1008
6	3607	1009
6	3607	1010
6	3607	1011
6	3607	1012
6	3607	2000
6	3607	2001
6	3607	2002
6	3607	2003

6	3607	2004
6	3607	2005
6	3607	2006
6	3607	2007
6	3607	2008
6	3607	2009
6	3607	2010
6	3607	2011
6	3607	2012
6	3607	2013
6	3607	3000
6	3607	3001
6	3607	3002
6	3607	3003
6	3607	3004
6	3607	3005
6	3607	3006
6	3607	3007
6	3607	3008
6	3607	3009
6	3607	3010
6	3607	3011
6	3703	1000
6	3703	1001
6	3703	1002
6	3703	1003
6	3703	1004
6	3703	1005
6	3703	1006
6	3703	1007
6	3703	1008
6	3703	1009
6	3703	1010
6	3703	1011
6	3703	1012
6	3703	2000
6	3703	2001
6	3703	2002
6	3703	2003
6	3703	2004
6	3703	2005
6	3703	2006
6	3703	2007

6	3703	2008
6	3703	2009
6	3703	2010
6	3703	2011
6	3703	2012
6	3703	2013
6	3704	2000
6	3704	2001
6	3704	2002
6	3704	2003
6	3704	2004
6	3704	2005
6	3704	2006
6	3704	2007
6	3704	2008
6	3704	2009
6	3704	2010
6	3704	2011
6	3704	2012
6	3704	2013
6	3704	2014
6	3704	2016
6	3704	2017
6	3704	2018
6	3704	2019
6	3704	2020
6	3704	3000
6	3704	3001
6	3704	3002
6	3704	3003
6	3704	3004
6	3704	3005
6	3704	3006
6	3704	3007
6	3704	3008
6	3704	3009
6	3704	3010
6	3704	3011
6	3704	3012
6	3704	3013
6	3704	3014
6	3704	3015
6	3704	3016

6	3704	3017
6	3704	3018
6	3704	3019
6	3704	3020
6	3704	3021
6	3704	3022
6	3704	3023
6	3704	3024
6	3704	3025
6	3704	3026
6	3704	3027
6	3704	3028
6	3704	3029
6	3704	3030
6	3704	3031
6	3704	4006
6	3704	4007
6	3704	4008
6	3704	4009
6	3704	4011
6	3704	4012
6	3705	1000
6	3705	1001
6	3705	1002
6	3705	1003
6	3705	1004
6	3705	1005
6	3705	1006
6	3705	1007
6	3705	1008
6	3705	1009
6	3705	1010
6	3705	1011
6	3705	2000
6	3705	2001
6	3705	2002
6	3705	2003
6	3705	2004
6	3705	2005
6	3705	2006
6	3705	2007
6	3705	3000
6	3705	3001

6	3705	3002
6	3705	3003
6	3705	3004
6	3705	3005
6	3705	3006
6	3705	3007
6	3705	3008
6	3706	1000
6	3706	1001
6	3706	1002
6	3706	1003
6	3706	1004
6	3706	1005
6	3706	1006
6	3706	1007
6	3706	1008
6	3706	1009
6	3706	1010
6	3706	1011
6	3706	2000
6	3706	2001
6	3706	2002
6	3706	2003
6	3706	2004
6	3706	2005
6	3706	2006
6	3706	2007
6	3706	2008
6	3706	2009
6	3706	2010
6	3706	2011
6	3706	2012
6	3706	2013
6	3706	2014
6	3706	2015
6	3708	1000
6	3708	1001
6	3708	1002
6	3708	1003
6	3708	1004
6	3708	1005
6	3708	1006
6	3708	1007

6	3708	1008
6	3708	1009
6	3708	1010
6	3708	1011
6	3708	1012
6	3708	2000
6	3708	2001
6	3708	2002
6	3708	2003
6	3708	2004
6	3708	2005
6	3708	2006
6	3708	2007
6	3708	2008
6	3708	2009
6	3708	3000
6	3708	3001
6	3708	3002
6	3708	3003
6	3708	3004
6	3708	3005
6	3708	3006
6	3708	3007
6	3711	1014
6	3711	2000
6	3711	2001
6	3711	2002
6	3711	2003
6	3711	2004
6	3711	2005
6	3711	2006
6	3711	2007
6	6411	1009
6	6411	3000
6	6411	3001
6	6411	3002
6	6411	3011
6	6802	1000
6	6802	1002
6	6802	1003
6	6802	3006
6	6802	3013
6	6802	3034

6	6804	2001
6	6804	2009
6	6804	2014
6	6804	2015

G. DISTRICT SEVEN shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
7	3402	2002
7	3402	2003
7	3402	2004
7	3402	2005
7	3402	2006
7	3402	2007
7	3402	2009
7	3402	2010
7	3402	2011
7	3402	2012
7	3402	2013
7	3402	2017
7	3402	2024
7	3402	2025
7	3402	3000
7	3402	3001
7	3402	3002
7	3402	3003
7	3404	1000
7	3404	1001
7	3404	1002
7	3404	1003
7	3404	1004
7	3404	1005
7	3404	1006
7	3404	1007
7	3404	1008
7	3404	1009
7	3404	1010
7	3404	1011
7	3404	1012
7	3404	1013
7	3404	1014

7	3404	1015
7	3404	1016
7	3404	1017
7	3404	1018
7	3404	1019
7	3404	1020
7	3404	1021
7	3404	1022
7	3404	1023
7	3404	1024
7	3404	1025
7	3404	1026
7	3404	1027
7	3404	1028
7	3404	1029
7	3404	1030
7	3404	1031
7	3404	1032
7	3404	1033
7	3404	1034
7	3404	1035
7	3404	1036
7	3404	1037
7	3405	1000
7	3405	1001
7	3405	1002
7	3405	1003
7	3405	1004
7	3405	1005
7	3405	1006
7	3405	1007
7	3405	1008
7	3405	1009
7	3405	1010
7	3405	1011
7	3405	1012
7	3405	1013
7	3405	1014
7	3405	1015
7	3405	1016
7	3405	1017
7	3405	1018
7	3405	1019

7	3405	1020
7	3405	1021
7	3405	1022
7	3405	1023
7	3405	1024
7	3405	1025
7	3405	1026
7	3405	1027
7	3405	1028
7	3405	1029
7	3405	1030
7	3405	1031
7	3405	1032
7	3405	1033
7	3405	1034
7	3406	1000
7	3406	1001
7	3406	1002
7	3406	1003
7	3406	1004
7	3406	1005
7	3406	1006
7	3406	1007
7	3406	1008
7	3406	1009
7	3406	1010
7	3406	1011
7	3406	2000
7	3406	2001
7	3406	2002
7	3406	2003
7	3406	2004
7	3406	2005
7	3406	2006
7	3406	2007
7	3406	2008
7	3406	2009
7	3406	2010
7	3406	2011
7	3406	2012
7	3406	2013
7	3406	2014
7	3406	2015

7	3406	2016
7	3406	2017
7	3406	2018
7	3406	2019
7	3406	2020
7	3406	2021
7	3406	3000
7	3406	3001
7	3406	3002
7	3406	3003
7	3408	1000
7	3408	1001
7	3408	1002
7	3408	1003
7	3408	1004
7	3408	1005
7	3408	1006
7	3408	1007
7	3408	1008
7	3408	1009
7	3408	1010
7	3408	1011
7	3408	1012
7	3408	1013
7	3408	1014
7	3408	1015
7	3408	1016
7	3408	2000
7	3408	2001
7	3408	2002
7	3408	2003
7	3408	2004
7	3408	2005
7	3408	2006
7	3408	2007
7	3408	2008
7	3408	2009
7	3408	2010
7	3408	2011
7	3408	2012
7	3408	3000
7	3408	3001
7	3408	3002

7	3408	3003
7	3408	3004
7	3408	3005
7	3408	3006
7	3408	3007
7	3408	3008
7	3408	3009
7	3408	3010
7	3408	3011
7	3408	3012
7	3408	3013
7	3408	3014
7	3408	3015
7	3408	3016
7	3408	3017
7	3408	3018
7	3410	1006
7	3410	1007
7	3410	1008
7	3410	1009
7	3410	1010
7	3410	1011
7	3410	1012
7	3410	1013
7	3410	1016
7	3410	1017
7	3410	2000
7	3410	2001
7	3410	2002
7	3410	2003
7	3410	2004
7	3410	2005
7	3410	2006
7	3410	2007
7	3410	2008
7	3410	2009
7	3410	2010
7	3410	2011
7	3410	2012
7	3410	2013
7	3410	2018
7	3410	2028
7	3410	2029

7	3410	2030
7	3501	1000
7	3501	1001
7	3501	1002
7	3501	1003
7	3501	1004
7	3501	1005
7	3501	1006
7	3501	1007
7	3501	1008
7	3501	1009
7	3501	1010
7	3501	1011
7	3501	1012
7	3501	1013
7	3501	1014
7	3501	1015
7	3501	1016
7	3501	1017
7	3501	1018
7	3501	1019
7	3501	1020
7	3501	1021
7	3501	1022
7	3501	2000
7	3501	2001
7	3501	2002
7	3501	2003
7	3501	2004
7	3501	2005
7	3501	2006
7	3501	2007
7	3501	2008
7	3501	2009
7	3501	2010
7	3501	2011
7	3501	2012
7	3501	2013
7	3501	2014
7	3501	2015
7	3501	2016
7	3501	2017
7	3501	2018

7	3501	2019
7	3501	2020
7	3501	2021
7	3501	2022
7	3501	2023
7	3501	2024
7	3501	2025
7	3501	2026
7	3501	2027
7	3501	2028
7	3501	2029
7	3501	2030
7	3501	2031
7	3501	2032
7	3501	2033
7	3501	2034
7	3501	3000
7	3501	3001
7	3501	3002
7	3501	3003
7	3501	3004
7	3501	3005
7	3501	3006
7	3501	3007
7	3501	3008
7	3501	3009
7	3501	3010
7	3501	3011
7	3501	3012
7	3602	1000
7	3602	1001
7	3602	1002
7	3602	1003
7	3602	1004
7	3602	1005
7	3602	1006
7	3602	1007
7	3602	1008
7	3602	1009
7	3602	2000
7	3602	2001
7	3602	2002
7	3602	2003

7	3602	2004
7	3602	2005
7	3602	2006
7	3602	2007
7	3602	2008
7	3602	2009
7	3602	2010
7	3602	2011
7	3602	2012
7	3602	2013
7	3602	2014
7	3602	2015
7	3602	2016
7	3602	3000
7	3602	3001
7	3602	3002
7	3602	3003
7	3602	3004
7	3608	1000
7	3608	1001
7	3608	1002
7	3608	1003
7	3608	1004
7	3608	1005
7	3608	1006
7	3608	1007
7	3608	1008
7	3608	1009
7	3608	1010
7	3608	1011
7	3608	1012
7	3608	1013
7	3608	1014
7	3608	1015
7	3608	1016
7	3608	1017
7	3608	1018
7	3608	1019
7	3608	1020
7	3608	1021
7	3608	1022
7	3608	1023
7	3608	1024

7	3608	1025
7	3608	1026
7	3608	1027
7	3608	1028
7	3608	1029
7	6402	1001
7	6402	1002
7	6402	1003
7	6402	1004
7	6402	1005
7	6402	1006
7	6402	1007
7	6402	1008
7	6402	1009
7	6402	1010
7	6402	1011
7	6402	1012
7	6402	1013
7	6402	1014
7	6402	1015
7	6402	1016
7	6402	1017
7	6402	1018
7	6402	1019
7	6402	1020
7	6402	1021
7	6402	1022
7	6402	1023
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7	6402	1032
7	6402	1033
7	6402	1034
7	6402	1035
7	6402	1036
7	6402	1037
7	6402	1038

7	6402	1039
7	6402	1040
7	6402	1041
7	6402	1042
7	6402	1043
7	6402	1044
7	6402	1045
7	6402	1046
7	6402	1047
7	6402	1048
7	6402	1049
7	6402	1050
7	6402	1051
7	6402	1052
7	6402	1053
7	6402	1054
7	6402	1055
7	6402	1056
7	6402	1057
7	6402	3006
7	6402	3018
7	6402	3020
7	6402	3023
7	6402	3026
7	6403	1000
7	6403	1005
7	6403	1006
7	6403	1007
7	6403	1008
7	6403	1011
7	6403	1012
7	6403	1013
7	6403	1014
7	6403	1015
7	6403	1016
7	6403	1021
7	6403	1022
7	6403	1023
7	6403	1024
7	6403	1025
7	6403	1026
7	6403	1027
7	6403	1028

7	6403	1029
7	6403	1030
7	6403	1031
7	6403	1032
7	6403	1033
7	6403	1034
7	6403	2000
7	6403	2003
7	6403	2004
7	6403	2005
7	6403	2007
7	6403	2008
7	6403	2009
7	6403	2010
7	6403	2016
7	6403	2017
7	6403	2018
7	6403	2027
7	6403	2029
7	6403	2033
7	6409	1000
7	6409	1001
7	6409	1019
7	6409	3000
7	6409	3001
7	6409	3002
7	6409	3003
7	6409	3004
7	6409	3005
7	6409	3006
7	6409	3007
7	6409	3008
7	6409	3009
7	6409	3010
7	6409	3011
7	6411	1004
7	6411	1005
7	6411	1006
7	6411	1007
7	6411	1012
7	6411	2000
7	6411	2001
7	6411	2010

7	6411	2011
7	6411	2012
7	6411	2013
7	6411	3007
7	6411	4000
7	6411	4001
7	6411	4002
7	6411	4003
7	6411	4004
7	980000	1000
7	980000	1001
7	980000	1002
7	980000	1003
7	980000	1004
7	980000	1005
7	980000	1006
7	980000	1007
7	980000	1008

SECTION TWO: The Council finds that each of the above-described districts is formed of contiguous, and to the extent reasonably possible, compact territory.

SECTION THREE: The Council finds that each above-described district contains as nearly as is reasonable the same population.

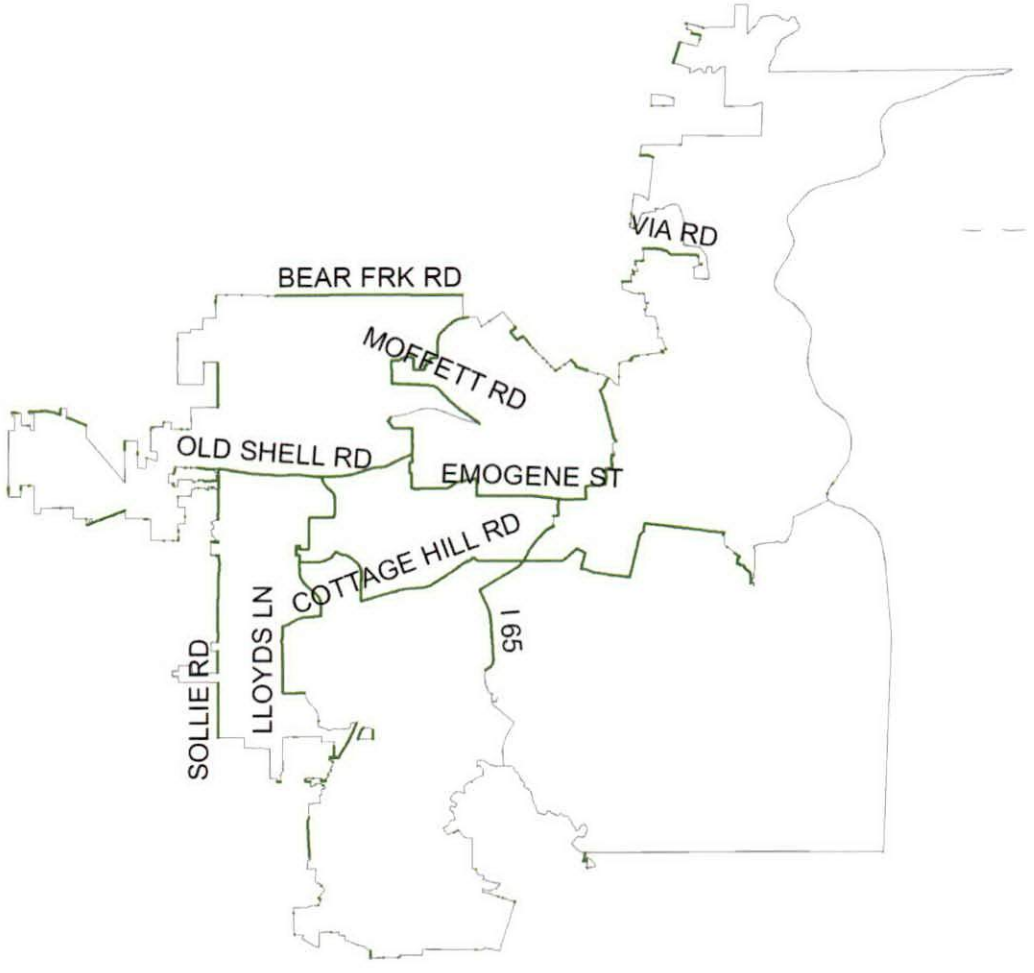
SECTION FOUR: A map showing the boundaries of these Council districts is attached hereto and incorporated herein by reference.

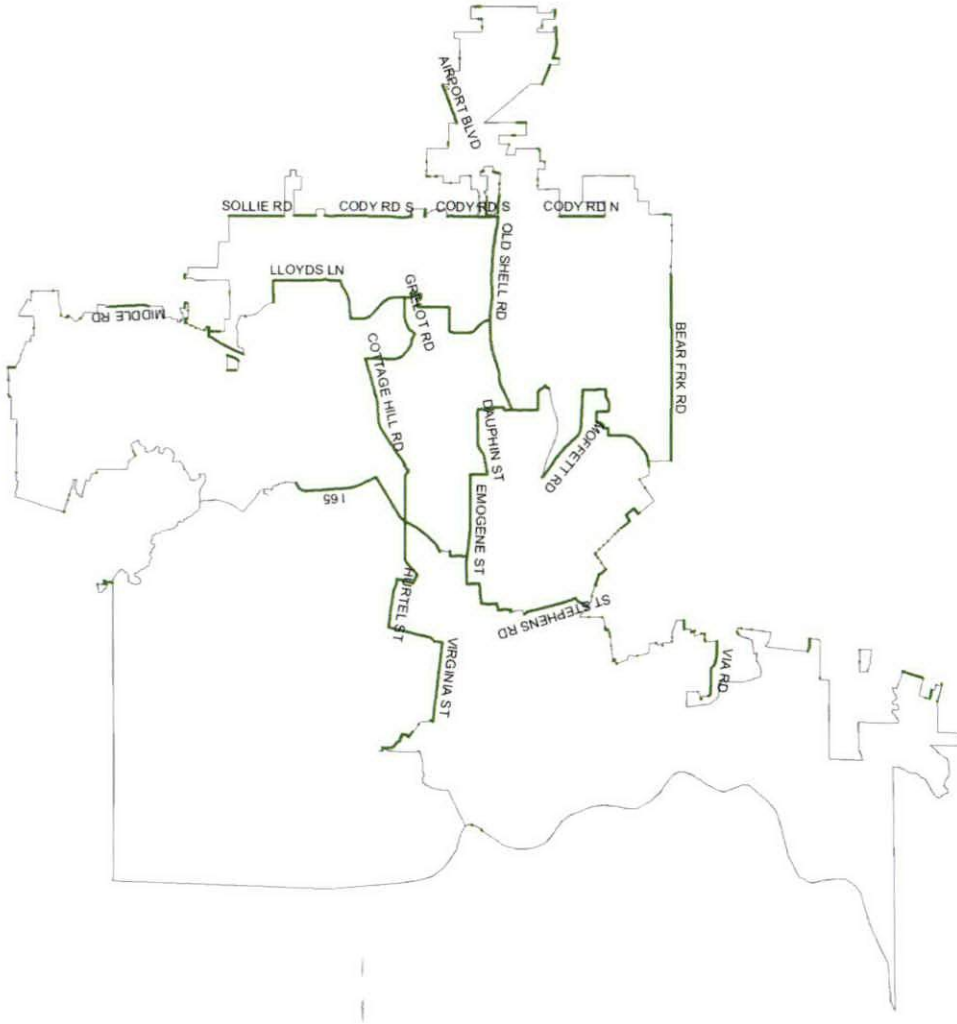
SECTION FIVE: This Ordinance shall become effective upon its adoption and publication as required by law and shall apply to the first regular election held more than six months after it becomes effective and to all municipal elections, regular or special, held after the first regular election.

Adopted:

_____

City Clerk


VIA RD
BEAR FRK RD
MOFFETT RD
OLD SHELL RD
EMOGENE ST
COTTAGE HILL RD
I 65
LLOYDS LN
SOLLIE RD


AIRPORT BLVD
SOLLIE RD
CODY RD S
CODY RD S
CODY RD N
OLD SHELL RD
LLOYDS LN
MIDDLE RD
GRELOT RD
COTTAGE HILL RD
BEAR FRK RD
DAUPHIN ST
MOFFETT RD
I 65
EMOGENE ST
ST STEPHENS RD
AIRTEL ST
VIRGINIA ST
VIA RD

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Chris Arledge, Council Attorney

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
ordinance	Cover Memo	4/14/2022
map	Cover Memo	4/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/14/2022 - 2:37 PM

01-_____ **2022**

AN ORDINANCE TO PROVIDE FOR THE REAPPORTIONMENT OF THE SEVEN CITY COUNCIL DISTRICTS FOR THE CITY OF MOBILE

Sponsored by: Councilmember Carroll

WHEREAS, Section 11-44C-13 of the Code of Alabama provides that the City Council's seven members shall be elected from districts which shall be, as near as practicable, of equal population according to the last decennial census; and,

WHEREAS, Section 11-44C-90 of the Code of Alabama requires that the seven City Council districts are to be reapportioned following a decennial census to account for changes in the population of the districts; and,

WHEREAS, based upon the results of the last decennial census the Council finds that reapportionment of the Council districts is necessary to provide fair and equal representation to all of the citizens of the City of Mobile; and,

WHEREAS, the Council finds that reapportionment of the Council districts as provided in this Ordinance will achieve the goal of equally apportioning the City's population so as to provide fair and equal representation to all citizens of the City of Mobile.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT "SEC. 1-9. – CITY COUNCIL DISTRICTS", OF THE MOBILE CITY CODE, 1991, IS HEREBY AMENDED AND RESTATED AS FOLLOWS:

SECTION ONE: The seven city council districts shall be as follows:

A. DISTRICT ONE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
1	2501	3004
1	2501	3003
1	2501	2015
1	2501	2005
1	2501	2006
1	2501	2007
1	2800	1014
1	2501	3001
1	2501	2009
1	2800	5007
1	2800	5005
1	2800	5008
1	2800	5015

1	2800	1005
1	2501	2003
1	2501	2004
1	2501	1006
1	2800	5006
1	2800	5009
1	2501	2008
1	2800	1013
1	2800	1006
1	2800	1012
1	2800	1003
1	2800	5018
1	2501	2000
1	2800	5013
1	2800	5003
1	2501	3000
1	3302	1028
1	3302	1029
1	2501	2001
1	2501	2002
1	3302	1033
1	2800	1011
1	2800	1010
1	2800	1009
1	3302	1030
1	2800	1001
1	2502	3036
1	2800	5014
1	2800	1004
1	2502	2009
1	2800	1015
1	2800	1002
1	2800	5002
1	2502	3037
1	2800	5010
1	2502	2008
1	3302	1024
1	2800	1000
1	2800	1008
1	2502	3021
1	2502	3035
1	2800	1007
1	2800	5016

1	2502	3020
1	3302	1034
1	2800	5004
1	2502	2006
1	2502	3034
1	2502	3019
1	2800	5011
1	2502	2007
1	2502	3018
1	2502	3022
1	2700	1043
1	2502	3023
1	3302	1035
1	3302	1037
1	3302	1036
1	2700	1045
1	2700	1024
1	2700	1042
1	3302	1031
1	2700	1044
1	2502	3015
1	2800	5001
1	2502	2005
1	2700	2042
1	2700	1046
1	3302	1003
1	2800	5012
1	2502	3016
1	2800	5000
1	2700	1026
1	2502	3032
1	2502	3033
1	2700	2039
1	2700	1041
1	2502	3031
1	2502	3024
1	2502	3017
1	2700	2040
1	2700	1039
1	2502	2003
1	2700	2041
1	2502	2002
1	2502	2001

1	2700	1031
1	2502	3014
1	2502	2000
1	3302	1004
1	2700	1040
1	3302	1022
1	2700	1027
1	3302	1032
1	2502	2004
1	2502	3009
1	2700	1032
1	2700	2038
1	2502	3025
1	3302	1025
1	2502	3030
1	3302	1023
1	2502	3029
1	2700	1037
1	2502	3012
1	2700	1038
1	2700	2033
1	2700	2034
1	2502	3028
1	2502	3011
1	2700	1023
1	3302	1005
1	2700	1034
1	2502	1014
1	2502	1015
1	2700	1021
1	2502	3027
1	2700	1033
1	2502	1016
1	2502	3008
1	2502	1008
1	3302	1000
1	2700	2037
1	2502	3026
1	2700	2036
1	3302	1006
1	2502	1009
1	2502	1013
1	2700	2035

1	2502	1004
1	901	1021
1	2502	3010
1	2700	2028
1	2700	1036
1	2700	2013
1	2502	1005
1	2502	3013
1	2700	1025
1	3302	1007
1	3302	1002
1	2700	1022
1	2502	3007
1	2502	1010
1	2502	1012
1	2700	1035
1	2502	3001
1	2502	1007
1	2700	1019
1	2502	1003
1	2700	1020
1	3302	1038
1	2700	1028
1	2700	1030
1	2700	1003
1	2502	1006
1	2502	3006
1	2700	2031
1	2700	2030
1	2700	2014
1	2700	2029
1	2502	3005
1	2700	1000
1	2700	2032
1	3302	1021
1	2700	1018
1	2700	1001
1	2502	1011
1	2700	1029
1	2502	1001
1	2700	2022
1	2700	1004
1	2700	1002

1	2700	1014
1	3302	1020
1	2502	3004
1	3302	1008
1	2700	1005
1	2502	3002
1	2502	3000
1	2502	3003
1	3302	1039
1	3302	1040
1	3302	1001
1	2700	2023
1	2700	2015
1	3302	1015
1	2700	1015
1	2700	1017
1	2502	1000
1	2700	1016
1	2600	1008
1	2700	1006
1	2700	1007
1	3302	1010
1	2700	1009
1	3302	1009
1	3302	1014
1	3302	1016
1	3302	1013
1	3302	1012
1	3302	1017
1	3302	1018
1	3302	1019
1	3302	3034
1	3302	1011
1	801	1008
1	2700	1008
1	2700	1010
1	2600	2020
1	2700	2024
1	801	1009
1	2700	1011
1	801	1007
1	2600	1007
1	3302	3031

1	2700	1012
1	801	1005
1	3302	3028
1	801	1004
1	3302	3032
1	3302	3027
1	3302	3033
1	3302	3025
1	3302	3026
1	3302	3013
1	3302	3015
1	3302	3014
1	801	1000
1	2600	3037
1	801	1002
1	2600	2019
1	2700	1013
1	801	1001
1	3302	3011
1	801	1012
1	2700	2016
1	2700	2018
1	2700	2019
1	2600	3032
1	2700	2010
1	801	1006
1	801	1010
1	2600	3033
1	2700	2025
1	2600	3036
1	3302	3029
1	3302	3024
1	3302	3021
1	3302	3023
1	3302	3022
1	3302	3016
1	3302	3002
1	2700	2027
1	2600	1003
1	2600	1004
1	2600	1005
1	801	1011
1	2600	3035

1	801	2028
1	801	2025
1	3302	3012
1	801	2005
1	2700	2012
1	802	1010
1	801	2026
1	802	1011
1	2700	2026
1	801	1003
1	2600	3028
1	801	2024
1	3302	3019
1	2600	1006
1	3302	3004
1	801	2006
1	2700	2011
1	2600	1001
1	2700	2017
1	2600	1002
1	3302	3001
1	3302	3020
1	3302	3006
1	3302	3000
1	2600	3034
1	2700	2008
1	802	1005
1	2600	3019
1	2700	2021
1	2600	3029
1	3302	3003
1	801	2007
1	2700	2009
1	801	2020
1	2600	1000
1	3302	3009
1	2600	3018
1	2600	3031
1	801	2017
1	3302	3017
1	802	1007
1	2600	2018
1	2600	3030

1	701	3006
1	2600	3022
1	3302	3018
1	3302	3030
1	3302	3005
1	2700	2020
1	801	2021
1	802	1004
1	2600	2017
1	2700	2006
1	2600	2016
1	2600	3027
1	2600	2015
1	2600	3023
1	801	2023
1	802	1006
1	2700	2005
1	801	2004
1	2700	2004
1	3302	3007
1	801	2009
1	801	2022
1	2600	3026
1	2600	2014
1	701	3005
1	3302	3010
1	3302	3008
1	2600	3024
1	2600	2013
1	802	1008
1	2600	2007
1	802	1009
1	802	1003
1	801	2018
1	2700	2001
1	2700	2007
1	2600	2008
1	2600	3025
1	802	1001
1	801	2008
1	801	2019
1	2700	2002
1	802	1002

1	802	2008
1	801	2016
1	802	1000
1	2600	2012
1	2700	2003
1	2600	2009
1	2600	2005
1	802	2006
1	701	3004
1	2700	2000
1	2600	3016
1	801	2015
1	801	2010
1	2600	2011
1	802	2007
1	2600	2006
1	2600	2010
1	2600	3020
1	3402	1016
1	801	2013
1	801	2014
1	701	3003
1	802	2004
1	802	2003
1	2600	2001
1	2600	2002
1	2600	2000
1	2600	2003
1	2600	2004
1	802	2005
1	801	2011
1	701	3001
1	701	3002
1	801	2003
1	802	2002
1	3402	1015
1	801	2002
1	2600	3007
1	2600	3017
1	2600	3014
1	801	2012
1	801	2027
1	802	2001

1	3402	1007
1	2600	3002
1	701	3000
1	801	3004
1	2600	3009
1	2600	3021
1	2600	3010
1	2600	3011
1	2600	3008
1	701	2006
1	801	2001
1	801	2000
1	701	2007
1	801	3014
1	701	2009
1	801	3005
1	801	3019
1	802	2000
1	3402	1010
1	2600	3006
1	801	3015
1	701	2004
1	801	3018
1	2600	3015
1	801	3017
1	701	2008
1	801	3010
1	801	3009
1	801	3016
1	2600	3013
1	701	2002
1	801	3013
1	701	2003
1	2600	3003
1	701	2005
1	2600	3004
1	801	3006
1	801	3011
1	701	2001
1	801	3008
1	2600	3012
1	801	3007
1	701	2000

1	701	1011
1	801	3002
1	801	3001
1	2600	3001
1	801	3012
1	701	1007
1	801	3003
1	701	1012
1	701	1010
1	801	3000
1	701	1008
1	3902	1026
1	701	1005
1	2600	3000
1	701	1013
1	2600	3005
1	701	1009
1	701	1004
1	701	1003
1	3402	1014
1	701	1006
1	702	3010
1	702	3007
1	702	3009
1	702	2013
1	701	1002
1	701	1001
1	702	3008
1	702	2014
1	600	2012
1	702	2011
1	702	2009
1	702	2012
1	701	1000
1	702	2007
1	702	2015
1	702	2010
1	702	3005
1	702	3006
1	702	2008
1	702	2006
1	3402	1008
1	3402	2020

1	702	2005
1	600	2011
1	702	2004
1	702	2016
1	3402	2015
1	702	1025
1	702	3004
1	702	2000
1	3402	2021
1	702	2001
1	3901	2021
1	3901	2020
1	702	3001
1	702	3002
1	702	1015
1	702	2002
1	3402	2016
1	702	1016
1	702	3003
1	702	1014
1	702	1023
1	3901	2026
1	702	2003
1	3402	2022
1	600	2010
1	3402	2027
1	3901	2027
1	3402	2018
1	3902	1029
1	3402	2031
1	702	1018
1	702	1024
1	3902	1035
1	3902	1027
1	3402	2026
1	702	1022
1	3902	1025
1	3402	2028
1	702	1019
1	3402	2019
1	702	1017
1	3901	2025
1	3902	1030

1	702	1021
1	3901	2022
1	702	1020
1	3402	1013
1	702	1010
1	702	1009
1	3901	1040
1	3902	1032
1	3901	2024
1	3901	1042
1	702	1007
1	3901	2023
1	3901	2019
1	702	1008
1	3402	1012
1	3902	1024
1	3902	1033
1	702	3000
1	3902	1028
1	702	1012
1	3901	2028
1	3901	1041
1	702	1006
1	3402	2030
1	3902	1031
1	3902	1034
1	3901	1044
1	702	1011
1	3902	1010
1	3902	1011
1	3901	1043
1	3402	2014
1	3902	1012
1	3901	1038
1	3901	2018
1	3902	1013
1	3402	2029
1	3902	1009
1	702	1004
1	3901	2017
1	3901	1037
1	3902	1014
1	3402	1005

1	702	1002
1	3901	2016
1	702	1003
1	3901	1036
1	3402	2008
1	702	1001
1	3901	2015
1	3402	2023
1	3901	1039
1	3902	1008
1	3901	1033
1	3901	2010
1	3902	1007
1	3902	1015
1	3901	2014
1	3901	2011
1	3902	1001
1	3901	1034
1	3901	2012
1	3901	1012
1	3402	1004
1	3901	1032
1	3901	2006
1	3901	2013
1	3901	1035
1	3902	1002
1	3901	2007
1	3901	2005
1	3901	1015
1	3901	1031
1	3901	1011
1	3901	2004
1	3901	1014
1	3901	2008
1	3901	1010
1	3901	1029
1	3901	2003
1	3901	2009
1	3901	1028
1	3901	2002
1	3901	2001
1	3901	1022
1	3402	1006

1	3901	1018
1	3901	1013
1	3402	1011
1	3901	2000
1	3402	1009
1	3901	1019
1	3901	1020
1	3402	1003
1	3901	1021
1	3901	1007
1	3901	1008
1	4900	4019
1	3901	1009
1	4900	4018
1	4900	4005

B. DISTRICT TWO shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
2	1400	3014
2	1400	3015
2	2200	1001
2	1400	3013
2	2200	1002
2	2200	1003
2	2100	1001
2	2200	1004
2	2100	1002
2	2200	1005
2	1400	2027
2	2200	1000
2	1400	2026
2	1400	2025
2	1400	2024
2	1400	3011
2	1400	3016
2	1400	2023
2	1400	3012
2	1400	2019
2	1400	3007
2	1400	2020
2	1400	3008

2	1400	2021
2	1400	2022
2	2400	3026
2	2400	3022
2	1400	2006
2	2100	1000
2	2400	3019
2	2400	3020
2	1400	3009
2	1400	3003
2	1400	2007
2	1400	2018
2	1400	2017
2	1400	2016
2	1400	2008
2	2400	3023
2	1400	3005
2	1400	3010
2	1400	3004
2	2400	1031
2	2400	2017
2	2400	3017
2	1400	3002
2	1400	3001
2	2400	3021
2	1400	2009
2	1400	2015
2	1400	2014
2	2400	2020
2	2400	3024
2	2400	2018
2	1400	3006
2	2400	3018
2	2400	1029
2	2400	3011
2	2400	2019
2	1400	2005
2	2400	1030
2	1400	2004
2	1400	2013
2	2400	3025
2	2400	3009
2	1400	2010

2	1400	2011
2	1400	2012
2	2400	3015
2	1200	1118
2	2400	2016
2	2400	1026
2	2400	1028
2	2400	1027
2	1400	3000
2	2400	3010
2	2400	1025
2	1400	2003
2	1400	2002
2	1400	2001
2	1400	2000
2	2400	3003
2	2400	2007
2	2400	2009
2	2400	3008
2	2400	2010
2	2400	1024
2	2400	3005
2	1400	1034
2	2400	2008
2	2400	3014
2	1400	1035
2	1400	1036
2	2400	3004
2	2400	1019
2	1400	1032
2	2400	1020
2	2400	1021
2	2400	1022
2	2400	1023
2	1400	1033
2	1400	1028
2	1400	1030
2	1400	1025
2	1400	1031
2	2400	2011
2	2400	3012
2	1400	1022
2	1400	1029

2	1400	1023
2	1400	1021
2	1200	1160
2	2400	1018
2	2400	2024
2	2400	1017
2	2400	1016
2	2400	1015
2	1400	1024
2	1200	2000
2	2400	2002
2	1400	1015
2	1200	1158
2	2400	3007
2	1400	1027
2	2400	3006
2	2400	2005
2	2400	2006
2	1400	1020
2	1100	2013
2	2400	1014
2	1400	1019
2	1400	1018
2	1400	1013
2	1100	2020
2	1200	1151
2	1400	1014
2	1400	1017
2	2400	1010
2	1200	1125
2	2400	1011
2	2400	1012
2	1400	1016
2	2400	2013
2	2400	3001
2	1200	1152
2	2400	3000
2	2400	2014
2	1002	1030
2	2400	1013
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2	3800	1076
2	3800	1063
2	3800	1067
2	3800	1073
2	3800	1049
2	3800	1095
2	3800	1168
2	3800	1170
2	5602	2030
2	3800	1069
2	5602	2022
2	3800	1059
2	5602	2025

C. DISTRICT THREE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
3	7000	1001
3	7000	1021
3	7000	1030
3	7000	1018
3	7000	1002
3	7000	1020
3	1800	1009
3	1901	2015
3	1901	2016
3	1901	2012
3	1901	2010
3	1800	1005
3	1800	1001
3	1901	2013
3	1901	2008
3	1800	1007
3	1800	1008
3	1901	2007
3	1800	1000
3	1800	1016

3	1800	1015
3	1800	1006
3	1800	1003
3	1901	2006
3	1901	2009
3	1901	2004
3	1800	1012
3	1800	1004
3	1901	2005
3	1800	1017
3	1800	1011
3	1800	1019
3	1800	1020
3	1902	2013
3	1901	2003
3	1800	1018
3	1901	2001
3	1901	2000
3	1901	2002
3	1800	1013
3	1800	1002
3	1902	2003
3	1901	1008
3	1901	1007
3	1902	2012
3	1800	1014
3	1901	1004
3	1902	2007
3	1901	1006
3	1902	2011
3	1902	2001
3	1901	1005
3	1800	2016
3	1800	2017
3	1902	2010
3	1901	1003
3	1902	2009
3	1902	2008
3	1800	2021
3	1800	2018
3	1902	2000
3	1902	2004
3	990000	1

3	1902	2006
3	1800	2019
3	1902	3009
3	1902	1015
3	1902	2002
3	1902	2005
3	1800	2014
3	1800	2020
3	1901	1002
3	1800	2013
3	1800	2006
3	1800	2015
3	1800	2012
3	1902	1013
3	1902	3010
3	1902	1017
3	1902	1014
3	1800	2007
3	1901	1001
3	1800	2011
3	1902	3004
3	1902	3005
3	1902	3006
3	1902	3007
3	1800	2009
3	1902	3003
3	1800	2010
3	1800	2000
3	1800	2008
3	1902	1016
3	1800	2004
3	1901	1000
3	1800	2003
3	1800	2002
3	1902	1006
3	1902	1009
3	1902	3008
3	1902	1003
3	1902	3002
3	1800	2001
3	1902	1012
3	1902	1008
3	1902	1005

3	7400	2016
3	1902	3001
3	1902	1018
3	1902	1007
3	1902	1020
3	1902	1010
3	1800	2005
3	1902	1004
3	7400	2015
3	1902	3000
3	1902	1019
3	1902	1011
3	7400	3015
3	1902	1000
3	1902	1001
3	1902	1002
3	7400	3018
3	7400	3017
3	7400	1017
3	7400	3008
3	2000	2027
3	7400	3013
3	7400	3016
3	2000	2006
3	7400	2007
3	7400	3012
3	2000	2004
3	7400	3005
3	7400	2000
3	7400	2005
3	7400	3009
3	7400	2003
3	2000	2038
3	7400	2006
3	7400	3004
3	7400	3014
3	7400	1060
3	7400	1061
3	7400	3011
3	7400	3002
3	2000	2003
3	7400	3006
3	7400	3003

3	7400	2001
3	7400	2014
3	7400	2012
3	7400	1013
3	7400	2013
3	2000	2002
3	2000	1010
3	7400	2010
3	7400	2002
3	2000	2001
3	7400	2011
3	7400	3007
3	7400	1014
3	2000	1011
3	7400	3001
3	7400	3010
3	7400	1062
3	7400	1018
3	7400	2004
3	7400	2009
3	7400	2008
3	7400	3000
3	2000	2000
3	7400	4020
3	7400	4021
3	7400	4019
3	7400	4022
3	2100	3018
3	7400	1021
3	7400	4013
3	7400	4005
3	7400	4016
3	2100	3014
3	7400	1011
3	2000	1002
3	7400	4017
3	7400	4011
3	2100	3004
3	7400	1020
3	7400	4010
3	2100	3008
3	7400	4018
3	2000	1007

3	2100	3012
3	2100	3001
3	2000	1004
3	2100	3002
3	2000	1006
3	7400	4009
3	2000	1003
3	7400	4006
3	7400	1006
3	2100	3005
3	7400	4014
3	2000	1008
3	2000	1009
3	2000	1005
3	2000	1001
3	2100	3009
3	2200	2012
3	7400	4012
3	2100	3015
3	2200	2006
3	2200	2008
3	2100	3011
3	2100	3007
3	2100	3006
3	7400	4023
3	2200	2007
3	7400	4008
3	7400	4007
3	2100	3017
3	7400	1010
3	2200	2010
3	7400	4001
3	2000	1000
3	7400	4015
3	2100	3000
3	2100	3013
3	2100	3010
3	7400	4004
3	2200	2009
3	7400	4002
3	7400	4003
3	2100	3003
3	2200	2005

3	2301	1013
3	7400	1012
3	2200	2000
3	2301	1010
3	2100	2013
3	2100	3016
3	7400	1019
3	2100	2014
3	2301	1007
3	2301	1011
3	2100	2011
3	2100	2010
3	7400	4000
3	2100	2012
3	2100	2009
3	2200	2011
3	990000	2
3	7400	1053
3	2301	1002
3	2301	1006
3	2301	1009
3	7400	1015
3	2302	1016
3	7400	1002
3	7400	1054
3	7400	1005
3	2302	1010
3	2301	1008
3	2200	2001
3	2100	2006
3	2100	2008
3	2100	2007
3	7400	1023
3	2200	2002
3	7400	1024
3	7400	1022
3	2301	1012
3	2301	1003
3	2200	3007
3	2200	2003
3	2302	1009
3	7400	1016
3	7400	1056

3	2100	2005
3	2301	1005
3	7400	1055
3	2200	2004
3	2302	1015
3	2302	1011
3	2200	3011
3	2302	1012
3	2302	1013
3	7400	1049
3	7400	1045
3	7400	1046
3	2301	1004
3	7400	1026
3	2200	3009
3	2301	1000
3	7400	1047
3	2200	3012
3	7400	1048
3	7400	1052
3	7400	1057
3	2100	2004
3	2200	3013
3	7400	1041
3	7400	1040
3	2301	1001
3	7400	1039
3	7400	1035
3	7400	1025
3	7400	1038
3	7400	1037
3	7400	1036
3	2302	1014
3	2301	2027
3	7400	1042
3	7400	1050
3	2200	3010
3	2100	1013
3	1501	2015
3	7400	1044
3	7400	1059
3	2302	1007
3	2100	2003

3	7400	1051
3	7400	1029
3	7400	1043
3	2100	2000
3	2302	1005
3	1501	2014
3	2100	2002
3	2302	1006
3	2302	1008
3	2301	2024
3	2301	2019
3	7400	1027
3	1501	2008
3	2301	2022
3	2301	2020
3	2301	2026
3	7400	1032
3	2100	2001
3	1501	2006
3	2301	2021
3	2302	2007
3	1200	1182
3	2302	1004
3	2200	3006
3	1501	2009
3	7400	1028
3	7400	1058
3	7400	1030
3	1501	2007
3	2200	3005
3	2100	1012
3	1501	2010
3	2301	2025
3	2302	1002
3	2301	2023
3	2302	1003
3	1501	2012
3	1502	1015
3	7400	1034
3	7400	1031
3	2302	1000
3	1501	2013
3	2301	2028

3	2302	1001
3	1501	2011
3	1502	1016
3	2100	1015
3	2301	2013
3	2301	2014
3	2100	1011
3	1501	2005
3	2100	1009
3	2100	1010
3	7400	1004
3	2301	2018
3	2301	2015
3	2100	1007
3	1502	1012
3	2100	1014
3	2900	2025
3	2301	2016
3	7400	1033
3	1200	1179
3	1502	1013
3	1200	1178
3	1501	2002
3	2302	2008
3	2302	2004
3	2200	1013
3	2301	2017
3	2200	3008
3	1501	2001
3	2301	2012
3	2301	2011
3	1501	2003
3	2301	2010
3	2200	3004
3	1502	1011
3	7400	1009
3	7400	1003
3	1502	1014
3	2302	2009
3	1501	2004
3	1501	2000
3	2200	3001
3	2200	3002

3	1200	1181
3	2200	1010
3	1502	1010
3	1502	1009
3	2200	1011
3	1501	1028
3	2100	1006
3	2900	2023
3	2302	2005
3	1501	1027
3	2200	3003
3	7400	1007
3	1501	1026
3	1501	1021
3	1501	1022
3	2302	2003
3	2301	2008
3	1501	1023
3	2301	2006
3	2301	2009
3	1501	1024
3	2100	1005
3	1501	1020
3	1502	1000
3	7400	1008
3	1502	1001
3	1501	1017
3	1502	1007
3	1501	1016
3	1200	1177
3	1502	1003
3	1502	1005
3	2900	2008
3	2900	2022
3	1501	1019
3	7400	1001
3	1501	1018
3	2200	3000
3	2200	1012
3	7400	1000
3	1501	1012
3	2301	2007
3	2200	1006

3	1501	1001
3	1501	1002
3	1501	1014
3	2900	2018
3	2100	1008
3	1502	1004
3	1502	1006
3	2302	2006
3	1501	1013
3	1501	1025
3	1502	1002
3	2900	2019
3	1501	1011
3	2301	2005
3	2900	2020
3	2900	2021
3	1502	1008
3	2100	1004
3	1501	1015
3	2302	2000
3	2900	2007
3	2302	2001
3	1501	1009
3	1302	3022
3	2200	1007
3	1501	1010
3	1200	1175
3	1302	3021
3	2900	2017
3	2301	2002
3	2302	2002
3	1302	2038
3	1200	1174
3	1200	1176
3	2301	2001
3	1302	2037
3	2100	1003
3	2200	1009
3	2200	1008
3	1501	1003
3	1302	2036
3	1302	3020
3	1501	1000

3	1302	2035
3	1501	1004
3	2900	3036
3	1302	2031
3	1501	1006
3	2301	2004
3	1302	3019
3	1302	3015
3	1302	2032
3	1501	1005
3	1302	2033
3	1302	2034
3	1501	1007
3	2301	2003
3	1200	1180
3	1302	3016
3	2900	3034
3	1302	2028
3	2900	3035
3	1501	1008
3	1302	2029
3	1302	3017
3	1302	2030
3	1200	1166
3	1302	3018
3	1302	2021
3	1302	2023
3	1302	2024
3	1302	2022
3	1302	2020
3	2400	2023
3	1302	2027
3	1302	3010
3	1302	2026
3	1302	3011
3	2301	2000
3	1302	3013
3	1302	3009
3	1302	3014
3	1302	2025
3	1302	3012
3	1200	1168
3	1302	2018

3	1302	2019
3	1200	1173
3	2400	2022
3	2400	2021
3	1302	2010
3	1302	3008
3	1200	1167
3	1302	2011
3	1200	1165
3	1200	2023
3	1302	2012
3	1302	2016
3	1302	2017
3	1302	3007
3	1302	3000
3	1302	3001
3	1302	3006
3	1302	3005
3	1302	3004
3	1200	2024
3	1302	2014
3	1302	2015
3	1302	2013
3	1302	2009
3	1302	2008
3	1200	1169
3	1302	3002
3	1302	2007
3	1200	2025
3	1302	3003
3	1302	2005
3	1302	2006
3	1200	2027
3	1302	1027
3	1200	2028
3	1302	2000
3	1302	2001
3	1302	1028
3	1302	2002
3	1200	1170
3	1302	2004
3	1302	2003
3	1200	2022

3	1302	1016
3	1200	2021
3	1302	1034
3	1200	2020
3	1302	1025
3	1302	1026
3	1302	1033
3	1302	1017
3	1302	1032
3	1200	2026
3	1200	2018
3	1302	1031
3	1302	1035
3	1302	1012
3	1200	1163
3	1200	2019
3	1302	1029
3	1302	1024
3	1302	1019
3	1302	1030
3	1302	1018
3	1200	1171
3	1200	1164
3	1200	2012
3	1200	1162
3	1200	1172
3	1200	2017
3	1302	1009
3	1302	1023
3	1302	1011
3	1302	1020
3	1200	2013
3	1200	2016
3	1302	1013
3	1302	1010
3	1200	2014
3	1200	2015
3	1200	1157
3	1200	1161
3	1200	2011
3	1200	1159
3	1200	2010
3	1200	2009

3	1302	1022
3	1200	2008
3	1302	1021
3	1302	1014
3	1200	2001
3	1200	1156
3	1200	2007
3	1302	1015
3	1302	1008
3	1302	1004
3	1200	2002
3	1200	2003
3	1200	2004
3	1200	2005
3	1302	1005
3	1200	2006
3	1302	1000
3	1302	1001
3	1302	1002
3	1302	1003
3	1302	1007
3	1302	1006

D. DISTRICT FOUR shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
4	7102	1029
4	7102	1025
4	7102	1034
4	7102	1022
4	7102	1026
4	7102	1015
4	7102	1013
4	7102	1019
4	7102	1021
4	7103	1005
4	7102	2006
4	7102	2011
4	7102	1035
4	7102	2001
4	7102	1037
4	7102	2002

4	7102	1018
4	7103	1002
4	7102	1011
4	7102	1017
4	7101	3008
4	7102	2007
4	7102	2000
4	7102	2005
4	7102	1014
4	7102	1016
4	7102	1012
4	7102	2003
4	7000	4030
4	7102	1010
4	7102	1009
4	7101	3007
4	7102	1008
4	7103	1000
4	7000	4028
4	7101	3006
4	7102	1000
4	7000	4027
4	7102	1007
4	7000	4020
4	7102	1002
4	7101	3000
4	7103	1001
4	7102	1005
4	7102	1001
4	7102	1003
4	7102	1006
4	7000	3030
4	7102	1004
4	7000	3043
4	7000	4021
4	7000	3053
4	7101	2017
4	7000	3045
4	7000	3044
4	7000	3050
4	7000	3049
4	7000	3048
4	7000	3033

4	7000	3047
4	7000	3028
4	7000	3029
4	7101	2014
4	7000	3017
4	7000	3032
4	7000	3013
4	7000	3024
4	7000	3016
4	7101	2015
4	7000	3012
4	7000	3031
4	7000	3046
4	7000	3015
4	7000	3014
4	7101	2016
4	7000	3011
4	7000	3051
4	7000	3042
4	7000	3020
4	7101	2005
4	7000	3041
4	7000	3025
4	7000	3026
4	7000	3034
4	7000	3018
4	7000	3027
4	7000	3039
4	7000	2029
4	7101	2002
4	7000	3021
4	7101	2001
4	7000	3022
4	7000	2031
4	7000	3037
4	7000	2035
4	7101	2000
4	7000	3019
4	7000	2033
4	6902	1021
4	7000	2030
4	7000	2034
4	7000	3009

4	7000	3023
4	7000	2032
4	7000	3008
4	6902	1009
4	7000	3006
4	7000	2036
4	6802	3026
4	6802	3025
4	7000	3010
4	7000	3005
4	6902	1011
4	7000	2026
4	6802	3021
4	6902	1010
4	6802	3024
4	6802	3033
4	6802	3032
4	7000	2015
4	6902	1001
4	6902	1000
4	7000	3007
4	7000	2037
4	7000	2021
4	7000	2020
4	6802	1022
4	6802	2014
4	6802	2016
4	6802	2015
4	6802	3030
4	6802	3029
4	6802	2013
4	6802	3031
4	7000	2018
4	7000	3004
4	7000	2013
4	6802	3020
4	6802	3022
4	6802	3023
4	7000	3002
4	7000	2016
4	7000	2028
4	6802	2008
4	7000	2019

4	7000	3001
4	7000	2014
4	6802	3018
4	7000	2024
4	7000	3003
4	7000	3000
4	6802	3028
4	7000	2011
4	7000	2017
4	7000	2027
4	7000	2023
4	6802	2007
4	2000	2028
4	7000	2022
4	6802	3019
4	2000	2024
4	7000	2010
4	6802	3016
4	6802	3027
4	6802	2000
4	6802	3014
4	6802	3015
4	7000	2008
4	6802	3011
4	6802	3010
4	7000	2007
4	7000	2009
4	6802	3007
4	6802	3009
4	6802	3008
4	7000	2000
4	7000	2004
4	6802	3002
4	6802	3017
4	2000	2035
4	7000	2006
4	7000	2002
4	7000	2005
4	7000	2012
4	7000	2003
4	6802	3001
4	6802	3005
4	2000	2030

4	2000	2026
4	3000	1044
4	7000	2001
4	6802	3000
4	2000	2036
4	2000	2023
4	2000	2034
4	3000	1016
4	3000	1045
4	6802	3004
4	3000	1037
4	2000	2031
4	2000	2033
4	3000	1034
4	3000	1039
4	2000	2021
4	2000	2025
4	3000	1040
4	3712	2007
4	3712	2008
4	2000	2032
4	3712	2014
4	3000	1013
4	3712	2009
4	2000	2022
4	3000	1015
4	3712	2006
4	3712	2010
4	3000	1036
4	2000	2020
4	3000	1033
4	2000	2018
4	3712	2012
4	2000	2019
4	3712	2002
4	3000	1041
4	2000	2013
4	3712	2015
4	2000	2016
4	2000	2014
4	3712	2013
4	3712	2011
4	3712	2001

4	3712	2005
4	3710	3035
4	2000	2017
4	3712	2003
4	3000	1031
4	3000	1032
4	3000	1014
4	3000	1035
4	3000	1019
4	3710	3034
4	3712	2004
4	2000	2005
4	3000	1026
4	3712	2000
4	3710	3033
4	3000	1017
4	3000	1018
4	3000	1023
4	2000	2015
4	3712	3006
4	3711	1013
4	3710	3028
4	3711	1012
4	3000	1030
4	3000	1010
4	2000	2011
4	3712	3005
4	3000	1006
4	3711	1011
4	3711	1010
4	2000	2010
4	3000	1022
4	3710	3029
4	3000	1012
4	2000	2007
4	3711	1005
4	3000	1005
4	3712	3003
4	2000	2012
4	3000	1021
4	3710	2004
4	3710	3031
4	3711	2007

4	3711	1004
4	3710	3030
4	3000	1020
4	3710	3027
4	3711	1009
4	3711	1008
4	2000	2009
4	3000	1046
4	3710	3032
4	3000	1029
4	3000	1009
4	3100	1022
4	3710	2005
4	3710	2003
4	3711	2006
4	2000	2008
4	3712	3001
4	3000	1004
4	3000	1042
4	3000	2027
4	3712	3004
4	3710	3020
4	3710	3021
4	3711	1007
4	3710	3026
4	3710	3025
4	3711	1001
4	3000	1043
4	3000	1011
4	3710	3016
4	3000	2026
4	3710	3014
4	3710	3013
4	3100	1026
4	3000	1007
4	3710	3015
4	3000	1024
4	3710	3022
4	3000	1028
4	3100	1023
4	3710	3024
4	3100	1021
4	3100	1020

4	3000	2028
4	3711	1006
4	3100	1019
4	3710	3019
4	3710	2001
4	3000	1008
4	3711	1003
4	3712	3002
4	3000	1025
4	3000	1047
4	3711	2005
4	3000	2022
4	3000	1027
4	3100	1024
4	3000	2023
4	3000	2024
4	3710	3023
4	3710	3018
4	3711	1015
4	3710	3012
4	3000	2029
4	3710	3017
4	3712	3000
4	3100	1018
4	3711	1002
4	3000	1003
4	3000	1002
4	3710	3004
4	3710	3011
4	3100	1016
4	3000	1001
4	3100	1025
4	3710	2000
4	3100	1014
4	3000	1000
4	3710	3009
4	3710	2002
4	3710	3007
4	3710	3006
4	3100	1017
4	3712	1018
4	3710	3010
4	3710	3005

4	3710	3008
4	3712	1016
4	3000	2009
4	3100	1013
4	3710	3003
4	3712	1017
4	3712	1019
4	3710	3002
4	3000	2020
4	3711	1000
4	3100	1015
4	3000	2025
4	3000	2021
4	3710	3000
4	3710	3001
4	3100	1012
4	3711	2003
4	3710	1015
4	3712	1014
4	3100	1011
4	3710	1021
4	3710	1020
4	3100	1010
4	3712	1013
4	3000	2011
4	3712	1008
4	3712	1007
4	3710	1006
4	3100	1007
4	3000	2019
4	3710	1016
4	3000	2016
4	3712	1005
4	3100	1002
4	3100	1006
4	3000	2007
4	3712	1010
4	3710	1017
4	3100	1009
4	3711	2004
4	3100	1008
4	3712	1015
4	3100	1000

4	3100	1004
4	3712	1009
4	3710	1007
4	3000	2013
4	3100	1005
4	3100	1003
4	3000	2014
4	3000	2008
4	3710	1018
4	3712	1011
4	3100	3030
4	3000	2012
4	3100	1001
4	3000	2015
4	3000	2018
4	3000	2010
4	3711	2001
4	3711	2000
4	3000	2017
4	3711	2002
4	3712	1006
4	3710	1012
4	3710	1014
4	3100	3029
4	3710	1019
4	3712	1001
4	3000	2006
4	3712	1012
4	3712	1000
4	3100	2014
4	3710	1013
4	3710	1022
4	3100	2018
4	3100	2019
4	3100	3026
4	3100	2016
4	3712	1002
4	3712	1004
4	3100	2012
4	3710	1011
4	3712	1003
4	3000	2005
4	3100	2013

4	3100	3022
4	3710	1004
4	3100	2023
4	3100	3027
4	3100	2021
4	3100	3028
4	3710	1005
4	3100	2020
4	3710	1008
4	3100	2010
4	3100	3021
4	3000	2004
4	3100	3023
4	3100	2017
4	3100	2022
4	3000	2003
4	3710	1009
4	3100	2015
4	3707	1029
4	3100	3024
4	3000	2000
4	3710	1003
4	3707	1030
4	3100	2011
4	3100	3019
4	3710	1002
4	3710	1010
4	3000	2001
4	3707	1028
4	3710	1001
4	3707	1019
4	3710	1000
4	3100	2005
4	3100	3014
4	3100	3009
4	3100	3025
4	3100	3020
4	3100	2009
4	3100	2007
4	3100	3015
4	3100	2008
4	3707	1026
4	3707	1025

4	3707	1032
4	3707	1018
4	3100	3008
4	3100	2006
4	3707	1027
4	3100	3016
4	3000	2002
4	3100	2004
4	3100	2001
4	3707	1021
4	3707	1017
4	3100	3010
4	3100	2002
4	3100	3011
4	3100	2003
4	3707	2008
4	3100	2000
4	3707	2005
4	3100	3017
4	3100	3007
4	3707	1022
4	3100	3006
4	3707	1020
4	3100	3012
4	3707	2004
4	3707	3007
4	3707	1024
4	3100	3018
4	3100	3003
4	3707	1023
4	3100	3000
4	3707	1012
4	3707	3004
4	3707	1016
4	3707	1015
4	3707	3008
4	3707	1010
4	3100	3002
4	3707	1011
4	3707	2006
4	3100	3004
4	3707	2007
4	3100	3001

4	3100	3013
4	3707	3006
4	2900	2024
4	3707	1009
4	3707	1008
4	3707	1014
4	3707	1013
4	3707	2001
4	3707	3005
4	3707	2003
4	3100	3005
4	3707	3003
4	3707	1005
4	3707	1007
4	3707	1004
4	3707	2002
4	3707	3009
4	3707	1002
4	3707	1006
4	3707	3002
4	3707	3001
4	3707	3000
4	3707	1003
4	3707	1031
4	3707	1000

E. DISTRICT FIVE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
5	3202	2017
5	3202	2016
5	3202	2012
5	3202	2007
5	3202	2011
5	3202	2015
5	3202	2008
5	3202	2006
5	3202	2010
5	3202	2013
5	3202	2014
5	3202	2009
5	3202	1018

5	3202	1017
5	3202	1012
5	3205	3011
5	3202	2005
5	3205	3010
5	3202	1013
5	3202	2003
5	3202	1016
5	3202	2004
5	3202	1014
5	3202	2002
5	3202	1015
5	3205	3007
5	3205	2003
5	3202	1011
5	3202	1010
5	3202	1001
5	3205	2004
5	3202	2001
5	3205	2005
5	3202	2000
5	3205	3004
5	3202	1007
5	3205	3008
5	3205	3009
5	3202	1008
5	3202	1002
5	3205	2001
5	3205	3003
5	3202	1006
5	3202	1005
5	3205	2002
5	3202	1009
5	3205	2000
5	3205	3005
5	3205	3006
5	3205	3002
5	3205	3001
5	3707	2000
5	3205	3000
5	3202	1004
5	3205	1000
5	3205	1001

5	3205	1002
5	2900	3013
5	3203	2019
5	2900	2006
5	3202	1003
5	2900	3014
5	3205	1010
5	3205	1009
5	2900	3026
5	3202	1000
5	2900	2009
5	2900	2016
5	3203	2025
5	3205	1007
5	2900	2015
5	2900	3012
5	3207	2014
5	3704	4013
5	3203	2024
5	3205	1008
5	3707	1001
5	3203	2020
5	2900	3030
5	2900	3010
5	3704	1006
5	3207	2013
5	3205	1003
5	2900	2013
5	3203	2023
5	3205	1004
5	3207	2002
5	2900	2005
5	3207	1007
5	3704	2015
5	3203	2022
5	2900	3011
5	3203	2021
5	2900	2014
5	3207	1006
5	3704	1005
5	2900	2010
5	2900	2011
5	2900	3033

5	2900	3017
5	3203	2017
5	3203	2018
5	2900	2012
5	3207	2010
5	3203	2014
5	3203	2013
5	3207	2000
5	2900	3031
5	3207	2012
5	3203	2015
5	3207	1004
5	3704	1004
5	2900	2000
5	2900	2004
5	3207	3006
5	2900	3016
5	3207	2007
5	2900	3015
5	3207	2008
5	3205	1005
5	3203	2012
5	2900	1014
5	2400	3016
5	3207	1003
5	3203	2010
5	2900	2003
5	2900	3032
5	3203	2008
5	2900	3025
5	3207	2003
5	3207	2001
5	3203	2002
5	3203	2003
5	2900	1015
5	3704	1001
5	2900	3003
5	3203	2011
5	3207	2011
5	3203	2016
5	3704	1003
5	2900	2001
5	2900	3004

5	2900	2002
5	2900	1009
5	3207	3001
5	2900	3007
5	3207	3005
5	3205	1006
5	2900	1010
5	3203	2006
5	2900	1008
5	2900	3008
5	3207	3003
5	2900	3037
5	3207	3002
5	3704	1002
5	2900	1013
5	3203	2005
5	3203	2004
5	3207	3004
5	3203	2026
5	3203	2000
5	2400	3013
5	3206	1035
5	2900	3005
5	3207	1005
5	3207	2004
5	3207	1002
5	3207	1001
5	3203	2001
5	2900	1012
5	2900	1011
5	2900	3019
5	3207	2005
5	3207	3000
5	3206	1026
5	3207	2006
5	3207	2009
5	2900	3018
5	3207	1000
5	3203	2007
5	3704	1000
5	3203	2009
5	2900	3028
5	3206	1030

5	3206	1034
5	2900	3020
5	3206	1037
5	3206	1033
5	3206	1007
5	2900	3023
5	3206	1003
5	3203	1017
5	3203	1007
5	3203	1005
5	3206	1019
5	3206	1038
5	2900	1005
5	3206	1031
5	3704	4014
5	3206	1027
5	3203	1018
5	2900	3029
5	3704	4010
5	2900	1004
5	2900	3009
5	3206	1020
5	3206	1002
5	3206	1025
5	3206	1040
5	3203	1003
5	2900	3021
5	2900	1007
5	2900	1006
5	3206	1029
5	3203	1011
5	2900	3006
5	3206	1028
5	3203	1004
5	3704	4016
5	3206	1011
5	3206	1021
5	3203	1013
5	3206	1039
5	3206	1006
5	3206	1018
5	3206	1016
5	3203	1014

5	3203	1006
5	3206	1008
5	3206	1036
5	2900	1003
5	2900	3022
5	3203	1010
5	3203	1015
5	3203	1008
5	3206	1009
5	3203	1009
5	3203	1016
5	3206	1000
5	2900	3024
5	2900	1002
5	3206	1005
5	3203	1001
5	3704	4015
5	2900	3001
5	3203	1012
5	3206	1001
5	3704	4005
5	3704	4000
5	3206	1017
5	3206	1024
5	3206	1022
5	3206	1032
5	3704	4004
5	3203	1002
5	3206	1023
5	3704	4001
5	3206	1010
5	2900	3002
5	3206	1004
5	2900	1001
5	3704	4003
5	2900	1000
5	3203	1000
5	3704	4002
5	2900	3000
5	2900	3027
5	3206	1015
5	3206	1014
5	3206	1012

5	3206	1013
5	3502	2019
5	3502	1019
5	3502	2020
5	3502	1024
5	3502	2018
5	3502	2016
5	3301	1025
5	3301	1026
5	3301	1021
5	3502	1023
5	3502	2023
5	3301	1024
5	2800	4014
5	3301	1019
5	3301	1022
5	2800	3009
5	3301	1018
5	3502	1020
5	3301	1020
5	3301	1011
5	2800	3005
5	2800	3010
5	3502	2022
5	3301	1006
5	3301	1008
5	2800	3004
5	3301	1017
5	3301	1012
5	3301	1016
5	3301	1010
5	3502	2017
5	2800	4012
5	2800	3007
5	3502	2009
5	3301	1007
5	3502	2010
5	3301	1023
5	2800	4015
5	3301	1009
5	2800	3003
5	2800	3006
5	2800	4010

5	3502	1017
5	3301	1013
5	2800	3008
5	3301	1014
5	3301	1015
5	3502	1021
5	3502	1022
5	2800	3002
5	2800	3001
5	2800	4013
5	3502	1012
5	3502	1011
5	2800	4017
5	3301	1005
5	3301	2008
5	3301	3003
5	3301	3006
5	2800	3000
5	2800	4016
5	3301	2010
5	3301	3008
5	3301	2009
5	2800	4018
5	2800	4007
5	2800	4008
5	2800	2009
5	3301	1000
5	3502	1018
5	3301	3000
5	3301	1002
5	3502	2011
5	3301	3009
5	3301	3001
5	3301	2011
5	3301	3004
5	3301	3010
5	2800	4011
5	2800	4005
5	2800	4019
5	2800	4002
5	2800	4003
5	2800	4000
5	2800	2006

5	2800	2002
5	2800	4009
5	2800	2000
5	2800	2008
5	2800	2001
5	3502	2024
5	2800	2005
5	2800	2004
5	3301	2004
5	3502	2008
5	2800	2007
5	3301	3005
5	2800	4004
5	2800	4001
5	3502	1013
5	3301	3007
5	2800	4006
5	3301	3002
5	3301	1001
5	2800	2003
5	3301	2003
5	3301	2006
5	3502	1025
5	3301	1004
5	3301	2005
5	3301	2007
5	3301	2000
5	3502	2025
5	3502	2012
5	3301	2002
5	3301	2001
5	3502	2021
5	2800	5017
5	3302	1027
5	3502	1010
5	3502	2013
5	3502	2015
5	3301	1003
5	3502	1006
5	3502	2014
5	3502	1014
5	3502	1005
5	3502	2004

5	3502	1016
5	3502	1008
5	3502	2002
5	3302	1026
5	3502	1007
5	3502	1015
5	3502	2007
5	3502	2006
5	3502	1004
5	3502	2003
5	3502	1009
5	3502	1003
5	3502	1002
5	3502	1001
5	3502	1000
5	3502	2005
5	3502	2001
5	3502	2000

F. DISTRICT SIX shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
6	6802	3013
6	6802	3034
6	6802	3006
6	6802	1002
6	6802	1000
6	6802	1003
6	3711	1014
6	3708	1012
6	3708	1011
6	3708	2009
6	3708	2007
6	3708	2006
6	6804	2015
6	6804	2014
6	3708	2004
6	6804	2009
6	3708	2008
6	3708	2005
6	3708	2003

6	3708	2002
6	3708	2001
6	3708	2000
6	3708	1008
6	3708	1009
6	3708	1007
6	3708	3006
6	3708	1010
6	3708	1004
6	3708	3007
6	3708	3005
6	3708	3004
6	3708	3002
6	6804	2001
6	3708	1001
6	3708	1006
6	3708	1000
6	3708	3003
6	3708	1003
6	3708	3000
6	3708	1005
6	3708	3001
6	3708	1002
6	3705	2007
6	3705	3008
6	3705	2005
6	3706	2014
6	3705	3005
6	3705	2006
6	3706	2015
6	3706	2008
6	3705	2004
6	3705	3006
6	3706	2007
6	3706	2012
6	3705	3004
6	3706	2004
6	3705	2003
6	3706	2011
6	3705	2002
6	3706	2005
6	3705	3003
6	3706	2013

6	3705	2001
6	3706	2002
6	3705	2000
6	3706	2006
6	3706	2010
6	3706	2009
6	3706	1009
6	3705	1011
6	3706	2003
6	3705	3007
6	3705	3001
6	3705	3002
6	3706	1011
6	3706	2001
6	3706	2000
6	3705	3000
6	3706	1010
6	3706	1007
6	3705	1010
6	3705	1005
6	3706	1008
6	3705	1007
6	3705	1006
6	3706	1004
6	3706	1001
6	3705	1004
6	3705	1008
6	3706	1005
6	3706	1002
6	3705	1009
6	3705	1001
6	3705	1000
6	3705	1003
6	3706	1003
6	3705	1002
6	3706	1000
6	3706	1006
6	3703	2009
6	3703	2012
6	3703	1012
6	3704	3028
6	3704	2017
6	3703	1011

6	3703	2013
6	3704	3022
6	3704	3029
6	3704	2016
6	3704	3023
6	3703	1009
6	3703	1010
6	3704	3031
6	6411	3011
6	3704	3011
6	3703	2010
6	6411	3002
6	3704	3024
6	3703	1006
6	6411	3001
6	3703	1007
6	3704	3030
6	3704	3012
6	6411	3000
6	3704	4006
6	3704	3014
6	3704	2013
6	3704	4011
6	3703	2008
6	3704	2018
6	3704	2019
6	3704	3025
6	3704	3013
6	3704	3027
6	3704	3020
6	3703	2011
6	3704	3019
6	3704	2012
6	3704	3026
6	3704	3021
6	3704	3018
6	3703	1008
6	3704	3016
6	3704	2020
6	3703	2006
6	3704	2011
6	3704	4012
6	3704	3015

6	3704	3009
6	3704	2002
6	3704	2014
6	3704	2007
6	3704	3017
6	3704	2001
6	6411	1009
6	3703	2005
6	3703	1005
6	3704	4007
6	3704	3008
6	3704	3010
6	3704	3004
6	3704	2008
6	3704	3001
6	3704	2010
6	3704	4009
6	3704	3002
6	3704	2003
6	3704	2004
6	3704	2000
6	3704	3000
6	3704	2009
6	3704	3007
6	3704	2006
6	3704	2005
6	3704	4008
6	3703	2007
6	3606	1010
6	3606	2016
6	3606	1011
6	3606	1017
6	3606	1018
6	3704	3006
6	3606	2012
6	3704	3003
6	3606	2013
6	3703	1003
6	3606	2014
6	3606	1016
6	3704	3005
6	3606	2010
6	3606	1012

6	3606	2015
6	3703	1002
6	3606	2004
6	3703	1001
6	3606	2008
6	3606	1015
6	3606	2009
6	3703	1004
6	3703	2001
6	3607	2010
6	3606	1013
6	3606	2002
6	3606	1008
6	3606	2005
6	3606	2003
6	3606	2011
6	3703	2003
6	3607	2011
6	3606	1014
6	3606	2007
6	3607	2009
6	3606	1005
6	3606	1009
6	3606	1007
6	3703	2002
6	3703	2000
6	3607	2008
6	3703	1000
6	3607	2004
6	3607	2012
6	3606	1006
6	3606	2001
6	3703	2004
6	3606	1019
6	3606	2006
6	3607	2006
6	3606	1004
6	3606	1003
6	3606	2000
6	3607	2007
6	3607	2005
6	3607	2013
6	3607	1010

6	3607	1011
6	3607	2000
6	3607	2003
6	3607	1012
6	3607	2002
6	3607	1009
6	3607	2001
6	3607	1007
6	3607	1006
6	3607	1005
6	3607	1008
6	3606	3000
6	3607	3006
6	3606	1002
6	3607	3008
6	3607	3010
6	3607	1004
6	3607	3005
6	3606	1001
6	3607	3000
6	3607	3011
6	3607	3001
6	3607	3007
6	3607	1003
6	3607	3009
6	3606	1000
6	3607	3002
6	3607	1002
6	3607	3004
6	3607	3003
6	3607	1000
6	3607	1001

G. DISTRICT SEVEN shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
7	6411	3007
7	6409	3011
7	6411	1006
7	6409	3010
7	6409	3004
7	6411	1007

7	6409	3006
7	6411	1012
7	6411	1004
7	6411	1005
7	6409	3007
7	6409	3008
7	6409	3009
7	6411	2013
7	6409	3005
7	6409	1001
7	6409	1019
7	6403	2027
7	6411	2010
7	6409	3003
7	6403	2018
7	6409	1000
7	6403	2033
7	6411	2001
7	6409	3002
7	6409	3000
7	6411	2011
7	6403	2003
7	6411	2012
7	6409	3001
7	6403	1032
7	6403	1031
7	6403	1033
7	6411	2000
7	6403	1030
7	6403	2017
7	6411	4003
7	6411	4004
7	6403	1034
7	6411	4000
7	6411	4002
7	6403	1029
7	6403	1011
7	6411	4001
7	6403	1013
7	6403	2016
7	6403	1025
7	6403	1023
7	6403	1027

7	6403	1024
7	6403	1028
7	6403	1012
7	6403	1014
7	6403	1026
7	6403	1015
7	6403	1016
7	6403	1021
7	6403	1008
7	6403	1022
7	3501	2022
7	6403	2000
7	6403	2005
7	3501	2006
7	3602	3001
7	3501	2033
7	3501	2027
7	980000	1004
7	6403	1000
7	3501	2034
7	3501	2028
7	3501	2030
7	3501	2001
7	980000	1005
7	3501	2004
7	6402	1056
7	3501	2014
7	3501	2029
7	980000	1002
7	6403	1005
7	3602	3002
7	6403	1006
7	3602	3004
7	3501	2016
7	3501	3012
7	3501	2023
7	6402	1057
7	3501	2031
7	980000	1006
7	6403	1007
7	3501	2026
7	3501	2010
7	6402	1052

7	6403	2029
7	6402	1054
7	3501	3010
7	6402	1025
7	3501	2012
7	6402	1024
7	3501	2032
7	6402	1055
7	6402	1053
7	3501	3011
7	6402	1027
7	980000	1007
7	6402	3026
7	3501	2018
7	980000	1001
7	6402	1049
7	980000	1008
7	6402	1050
7	6402	1023
7	3501	3009
7	6402	1018
7	3501	2009
7	6402	1026
7	3602	3000
7	3602	3003
7	6402	1051
7	6402	1008
7	6402	1020
7	3501	3008
7	6402	1048
7	6402	1047
7	3501	2003
7	3501	2002
7	6402	1044
7	6402	1019
7	3501	2005
7	3501	2024
7	6402	1022
7	6402	1006
7	3501	2020
7	3501	2019
7	6402	1041
7	6402	1004

7	6402	1042
7	3501	2007
7	6402	1017
7	3501	2011
7	6402	1015
7	6402	1043
7	6402	1009
7	3501	2015
7	980000	1000
7	6402	1021
7	6402	1040
7	6402	1039
7	6402	1016
7	3501	3003
7	6403	2004
7	3501	2000
7	6403	2008
7	6402	1037
7	6402	1038
7	3501	3002
7	6402	1007
7	3602	2016
7	3501	2008
7	3602	2014
7	6402	1014
7	6402	1036
7	6402	1035
7	3501	3007
7	3602	2015
7	3501	2025
7	3501	1020
7	980000	1003
7	6402	1033
7	6402	1034
7	3602	1006
7	3602	2010
7	3501	3006
7	3602	1005
7	6402	3023
7	6402	1032
7	6402	1031
7	6402	1010
7	6402	1005

7	3501	3001
7	3602	1007
7	3501	1021
7	3602	2011
7	3602	1004
7	6402	1029
7	3608	1025
7	6402	1030
7	3501	1022
7	3501	3005
7	3501	3004
7	3602	1009
7	6402	3020
7	3501	3000
7	6402	1028
7	6402	1011
7	3602	2013
7	3501	2013
7	3501	1019
7	3501	1018
7	6402	1003
7	3602	1003
7	3602	2012
7	3602	1008
7	3501	2017
7	6403	2009
7	3602	2003
7	3602	2008
7	3608	1024
7	3501	2021
7	3608	1023
7	3602	2006
7	3602	2009
7	3602	1000
7	3602	1002
7	3602	2007
7	3302	2005
7	6402	1046
7	3602	2005
7	3501	1017
7	3602	1001
7	3602	2004
7	3501	1015

7	3501	1016
7	6402	1002
7	3501	1012
7	6402	3006
7	3302	2000
7	3501	1004
7	3501	1014
7	6402	1045
7	6402	1001
7	3608	1019
7	3501	1013
7	3608	1021
7	3608	1015
7	3608	1005
7	3602	2000
7	3608	1018
7	3501	1003
7	3302	2007
7	3608	1008
7	3608	1014
7	3608	1012
7	3608	1001
7	3608	1003
7	3608	1007
7	3302	2001
7	3602	2002
7	3302	2006
7	3501	1011
7	6403	2010
7	3302	2009
7	3608	1006
7	3608	1028
7	3302	2003
7	3608	1009
7	3608	1004
7	3602	2001
7	3501	1010
7	3608	1016
7	3501	1002
7	3608	1020
7	3501	1009
7	3405	1027
7	3608	1010

7	3608	1013
7	3608	1002
7	3608	1026
7	3405	1026
7	3405	1034
7	6402	1013
7	3404	1024
7	3404	1025
7	3404	1026
7	3302	2008
7	3404	1019
7	3404	1020
7	3608	1027
7	3302	2002
7	3501	1000
7	6403	2007
7	3608	1011
7	3404	1027
7	3405	1023
7	6402	1012
7	3608	1017
7	3405	1028
7	3405	1029
7	3405	1018
7	3501	1007
7	3302	2004
7	3405	1012
7	3608	1029
7	3406	1009
7	3404	1036
7	3405	1024
7	3404	1018
7	3501	1006
7	3405	1030
7	3501	1005
7	3406	1004
7	3608	1022
7	6402	3018
7	3406	2017
7	3406	2016
7	3404	1037
7	3501	1008
7	3404	1031

7	3405	1031
7	3405	1033
7	3406	1008
7	3608	1000
7	3405	1011
7	3404	1029
7	3404	1021
7	3404	1028
7	3406	1002
7	3501	1001
7	3405	1022
7	3405	1032
7	3405	1025
7	3405	1016
7	3405	1021
7	3405	1002
7	3405	1020
7	3405	1017
7	3405	1001
7	3406	2021
7	3406	2009
7	3404	1017
7	3406	3002
7	3405	1019
7	3406	3001
7	3405	1003
7	3405	1013
7	3404	1032
7	3406	2018
7	3406	1005
7	3406	2019
7	3406	2015
7	3406	2007
7	3404	1022
7	3406	2014
7	3406	2020
7	3404	1030
7	3405	1015
7	3405	1000
7	3406	1001
7	3406	3003
7	3404	1034
7	3405	1014

7	3406	1007
7	3406	2008
7	3406	2006
7	3404	1033
7	3408	2011
7	3406	1003
7	3404	1035
7	3405	1006
7	3406	1006
7	3408	2012
7	3404	1014
7	3406	2013
7	3404	1010
7	3404	1009
7	3405	1009
7	3404	1023
7	3405	1004
7	3408	2007
7	3405	1005
7	3405	1010
7	3405	1008
7	3404	1016
7	3408	2008
7	3406	2011
7	3406	2012
7	3406	2010
7	3404	1011
7	3406	3000
7	3406	1011
7	3404	1015
7	3408	2006
7	3406	1000
7	3406	1010
7	3408	2005
7	3404	1008
7	3408	2004
7	3410	2028
7	3406	2000
7	3406	2002
7	3406	2001
7	3406	2003
7	3408	2003
7	3404	1003

7	3406	2005
7	3408	2010
7	3404	1013
7	3404	1012
7	3404	1006
7	3404	1007
7	3406	2004
7	3405	1007
7	3408	3014
7	3408	2001
7	3408	2002
7	3408	2009
7	3404	1002
7	3408	1015
7	3410	2029
7	3408	3003
7	3408	3011
7	3404	1004
7	3408	2000
7	3404	1005
7	3404	1001
7	3408	3018
7	3404	1000
7	3408	1014
7	3408	3017
7	3408	3012
7	3410	2009
7	3410	2030
7	3408	3010
7	3408	3009
7	3408	3015
7	3408	3001
7	3410	2011
7	3410	2008
7	3408	3013
7	3408	1013
7	3408	3016
7	3408	3004
7	3408	3008
7	3408	3002
7	3408	1012
7	3402	3001
7	3408	3007

7	3410	2010
7	3408	1008
7	3408	1016
7	3408	3006
7	3408	1009
7	3410	2002
7	3410	2006
7	3402	3003
7	3408	1010
7	3408	1007
7	3410	2001
7	3410	2005
7	3408	1004
7	3410	2004
7	3410	2018
7	3410	2007
7	3402	2005
7	3408	1011
7	3408	1003
7	3410	1017
7	3402	2024
7	3402	3000
7	3408	1005
7	3408	3005
7	3402	2006
7	3408	1006
7	3410	2003
7	3402	2017
7	3402	3002
7	3410	2012
7	3402	2025
7	3402	2007
7	3410	2000
7	3408	3000
7	3410	1016
7	3410	2013
7	3402	2003
7	3402	2004
7	3408	1002
7	3402	2002
7	3410	1007
7	3402	2009
7	3402	2012

7	3402	2013
7	3410	1006
7	3408	1000
7	3408	1001
7	3402	2011
7	3410	1009
7	3410	1012
7	3410	1010
7	3402	2010
7	3410	1011
7	3410	1008
7	3410	1013

SECTION TWO: The Council finds that each of the above-described districts is formed of contiguous, and to the extent reasonably possible, compact territory.

SECTION THREE: The Council finds that each above-described district contains as nearly as is reasonable the same population.

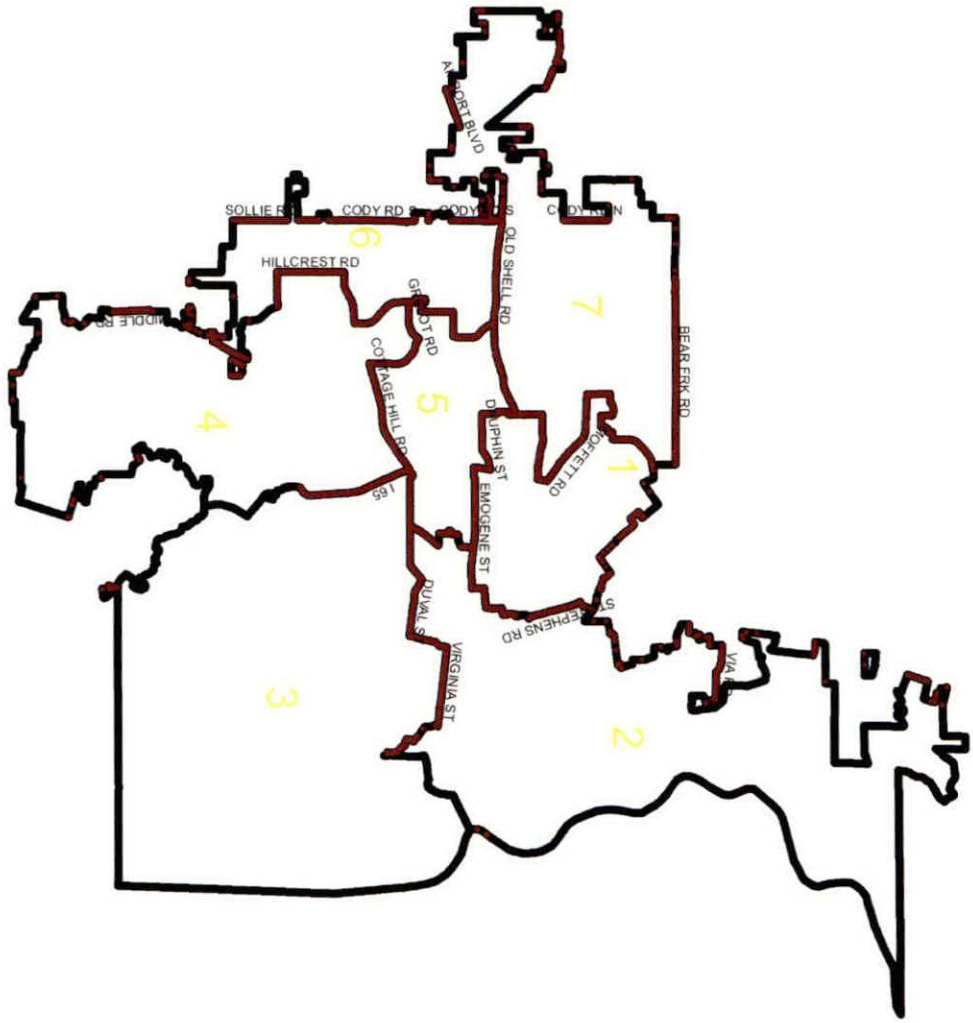
SECTION FOUR: A map showing the boundaries of these Council districts is attached hereto and incorporated herein by reference.

SECTION FIVE: This Ordinance shall become effective upon its adoption and publication as required by law and shall apply to the first regular election held more than six months after it becomes effective and to all municipal elections, regular or special, held after the first regular election.

Adopted:

_____

City Clerk


CODY RD
HILLCREST RD
OLD SHELL RD
BEAR ERK RD
COTTAGE HILL RD
DAUPHIN ST
EMOGENE ST
VIRGINIA ST
1
2
3
4
5
6
7

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Chris Arledge, Council Attorney

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
Ordinance	Cover Memo	5/26/2022
maps	Cover Memo	5/26/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/26/2022 - 4:58 PM

01-033 2022

AN ORDINANCE TO PROVIDE FOR THE REAPPORTIONMENT
OF THE SEVEN CITY COUNCIL DISTRICTS FOR THE CITY OF MOBILE

Sponsored by: Councilmember Carroll

WHEREAS, Section 11-44C-13 of the Code of Alabama provides that the City Council's seven members shall be elected from districts which shall be, as near as practicable, of equal population according to the last decennial census; and,

WHEREAS, Section 11-44C-90 of the Code of Alabama requires that the seven City Council districts are to be reapportioned following a decennial census to account for changes in the population of the districts; and,

WHEREAS, based upon the results of the last decennial census the Council finds that reapportionment of the Council districts is necessary to provide fair and equal representation to all of the citizens of the City of Mobile; and,

WHEREAS, the Council finds that reapportionment of the Council districts as provided in this Ordinance will achieve the goal of equally apportioning the City's population so as to provide fair and equal representation to all citizens of the City of Mobile.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, AS FOLLOWS:

SECTION ONE: The seven city council districts shall be as follows:

A. DISTRICT ONE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
1	2501	3004
1	2501	3003
1	2501	2015
1	2501	2005
1	2501	2006
1	2501	2007
1	2800	1014
1	2501	3001
1	2501	2009
1	2800	5007
1	2800	5005

1	2800	5008
1	2800	5015
1	2800	1005
1	2501	2003
1	2501	2004
1	2501	1006
1	2800	5006
1	2800	5009
1	2501	2008
1	2800	1013
1	2800	1006
1	2800	1012
1	2800	1003
1	2501	2000
1	2800	5013
1	2800	5003
1	2501	3000
1	3302	1028
1	3302	1029
1	2501	2001
1	2501	2002
1	3302	1033
1	2800	1011
1	2800	1010
1	2800	1009
1	3302	1030
1	2800	1001
1	2502	3036
1	2800	5014
1	2800	1004
1	2502	2009
1	2800	1015
1	2800	1002
1	2800	5002
1	2502	3037
1	2800	5010
1	2502	2008
1	3302	1024
1	2800	1000
1	2800	1008

1	2502	3021
1	2502	3035
1	2800	1007
1	2502	3020
1	3302	1034
1	2800	5004
1	2502	2006
1	2502	3034
1	2502	3019
1	2800	5011
1	2502	2007
1	2502	3018
1	2502	3022
1	2700	1043
1	2502	3023
1	3302	1035
1	3302	1037
1	3302	1036
1	2700	1045
1	2700	1024
1	2700	1042
1	3302	1031
1	2700	1044
1	2502	3015
1	2800	5001
1	2502	2005
1	2700	2042
1	2700	1046
1	3302	1003
1	2800	5012
1	2502	3016
1	2800	5000
1	2700	1026
1	2502	3032
1	2502	3033
1	2700	2039
1	2700	1041
1	2502	3031
1	2502	3024
1	2502	3017

1	2700	2040
1	2700	1039
1	2502	2003
1	2700	2041
1	2502	2002
1	2502	2001
1	2700	1031
1	2502	3014
1	2502	2000
1	3302	1004
1	2700	1040
1	3302	1022
1	2700	1027
1	3302	1032
1	2502	2004
1	2502	3009
1	2700	1032
1	2700	2038
1	2502	3025
1	3302	1025
1	2502	3030
1	3302	1023
1	2502	3029
1	2700	1037
1	2502	3012
1	2700	1038
1	2700	2033
1	2700	2034
1	2502	3028
1	2502	3011
1	2700	1023
1	3302	1005
1	2700	1034
1	2502	1014
1	2502	1015
1	2700	1021
1	2502	3027
1	2700	1033
1	2502	1016
1	2502	3008

1	2502	1008
1	3302	1000
1	2700	2037
1	2502	3026
1	2700	2036
1	3302	1006
1	2502	1009
1	2502	1013
1	2700	2035
1	2502	1004
1	901	1021
1	2502	3010
1	2700	2028
1	2700	1036
1	2700	2013
1	2502	1005
1	2502	3013
1	2700	1025
1	3302	1007
1	3302	1002
1	2700	1022
1	2502	3007
1	2502	1010
1	2502	1012
1	2700	1035
1	2502	3001
1	2502	1007
1	2700	1019
1	2502	1003
1	2700	1020
1	3302	1038
1	2700	1028
1	2700	1030
1	2700	1003
1	2502	1006
1	2502	3006
1	2700	2031
1	2700	2030
1	2700	2014
1	2700	2029

1	2502	3005
1	2700	1000
1	2700	2032
1	3302	1021
1	2700	1018
1	2700	1001
1	2502	1011
1	2700	1029
1	2502	1001
1	2700	2022
1	2700	1004
1	2700	1002
1	2700	1014
1	3302	1020
1	2502	3004
1	3302	1008
1	2700	1005
1	2502	3002
1	2502	3000
1	2502	3003
1	3302	1039
1	3302	1040
1	3302	1001
1	2700	2023
1	2700	2015
1	3302	1015
1	2700	1015
1	2700	1017
1	2502	1000
1	2700	1016
1	2600	1008
1	2700	1006
1	2700	1007
1	3302	1010
1	2700	1009
1	3302	1009
1	3302	1014
1	3302	1016
1	3302	1013
1	3302	1012

1	3302	1017
1	3302	1018
1	3302	1019
1	3302	3034
1	3302	1011
1	801	1008
1	2700	1008
1	2700	1010
1	2600	2020
1	2700	2024
1	801	1009
1	2700	1011
1	801	1007
1	2600	1007
1	3302	3031
1	2700	1012
1	801	1005
1	3302	3028
1	801	1004
1	3302	3032
1	3302	3027
1	3302	3033
1	3302	3025
1	3302	3026
1	3302	3013
1	3302	3015
1	3302	3014
1	801	1000
1	2600	3037
1	801	1002
1	2600	2019
1	2700	1013
1	801	1001
1	3302	3011
1	801	1012
1	2700	2016
1	2700	2018
1	2700	2019
1	2600	3032
1	2700	2010

1	801	1006
1	801	1010
1	2600	3033
1	2700	2025
1	2600	3036
1	3302	3029
1	3302	3024
1	3302	3021
1	3302	3023
1	3302	3022
1	3302	3016
1	3302	3002
1	2700	2027
1	2600	1003
1	2600	1004
1	2600	1005
1	801	1011
1	2600	3035
1	801	2028
1	801	2025
1	3302	3012
1	801	2005
1	2700	2012
1	802	1010
1	801	2026
1	802	1011
1	2700	2026
1	801	1003
1	2600	3028
1	801	2024
1	3302	3019
1	2600	1006
1	3302	3004
1	801	2006
1	2700	2011
1	2600	1001
1	2700	2017
1	2600	1002
1	3302	3001
1	3302	3020

1	3302	3006
1	3302	3000
1	2600	3034
1	2700	2008
1	802	1005
1	2600	3019
1	2700	2021
1	2600	3029
1	3302	3003
1	801	2007
1	2700	2009
1	801	2020
1	2600	1000
1	3302	3009
1	2600	3018
1	2600	3031
1	801	2017
1	3302	3017
1	802	1007
1	2600	2018
1	2600	3030
1	701	3006
1	2600	3022
1	3302	3018
1	3302	3030
1	3302	3005
1	2700	2020
1	801	2021
1	802	1004
1	2600	2017
1	2700	2006
1	2600	2016
1	2600	3027
1	2600	2015
1	2600	3023
1	801	2023
1	802	1006
1	2700	2005
1	801	2004
1	2700	2004

1	3302	3007
1	801	2009
1	801	2022
1	2600	3026
1	2600	2014
1	701	3005
1	3302	3010
1	3302	3008
1	2600	3024
1	2600	2013
1	802	1008
1	2600	2007
1	802	1009
1	802	1003
1	801	2018
1	2700	2001
1	2700	2007
1	2600	2008
1	2600	3025
1	802	1001
1	801	2008
1	801	2019
1	2700	2002
1	802	1002
1	802	2008
1	801	2016
1	802	1000
1	2600	2012
1	2700	2003
1	2600	2009
1	2600	2005
1	802	2006
1	701	3004
1	2700	2000
1	2600	3016
1	801	2015
1	801	2010
1	2600	2011
1	802	2007
1	2600	2006

1	2600	2010
1	2600	3020
1	3402	1016
1	801	2013
1	801	2014
1	701	3003
1	802	2004
1	802	2003
1	2600	2001
1	2600	2002
1	2600	2000
1	2600	2003
1	2600	2004
1	802	2005
1	801	2011
1	701	3001
1	701	3002
1	801	2003
1	802	2002
1	3402	1015
1	801	2002
1	2600	3007
1	2600	3017
1	2600	3014
1	801	2012
1	801	2027
1	802	2001
1	3402	1007
1	2600	3002
1	701	3000
1	801	3004
1	2600	3009
1	2600	3021
1	2600	3010
1	2600	3011
1	2600	3008
1	701	2006
1	801	2001
1	801	2000
1	701	2007

1	801	3014
1	701	2009
1	801	3005
1	801	3019
1	802	2000
1	3402	1010
1	2600	3006
1	801	3015
1	701	2004
1	801	3018
1	2600	3015
1	801	3017
1	701	2008
1	801	3010
1	801	3009
1	801	3016
1	2600	3013
1	701	2002
1	801	3013
1	701	2003
1	2600	3003
1	701	2005
1	2600	3004
1	801	3006
1	801	3011
1	701	2001
1	801	3008
1	2600	3012
1	801	3007
1	701	2000
1	701	1011
1	801	3002
1	801	3001
1	2600	3001
1	801	3012
1	701	1007
1	801	3003
1	701	1012
1	701	1010
1	801	3000

1	701	1008
1	3902	1026
1	701	1005
1	2600	3000
1	701	1013
1	2600	3005
1	701	1009
1	701	1004
1	701	1003
1	3402	1014
1	701	1006
1	702	3010
1	702	3007
1	702	3009
1	702	2013
1	701	1002
1	701	1001
1	702	3008
1	702	2014
1	600	2012
1	702	2011
1	702	2009
1	702	2012
1	701	1000
1	702	2007
1	702	2015
1	702	2010
1	702	3005
1	702	3006
1	702	2008
1	702	2006
1	3402	1008
1	3402	2020
1	702	2005
1	600	2011
1	702	2004
1	702	2016
1	3402	2015
1	702	1025
1	702	3004

1	702	2000
1	3402	2021
1	702	2001
1	3901	2021
1	3901	2020
1	702	3001
1	702	3002
1	702	1015
1	702	2002
1	3402	2016
1	702	1016
1	702	3003
1	702	1014
1	702	1023
1	3901	2026
1	702	2003
1	3402	2022
1	600	2010
1	3402	2027
1	3901	2027
1	3402	2018
1	3902	1029
1	3402	2031
1	702	1018
1	702	1024
1	3902	1035
1	3902	1027
1	3402	2026
1	702	1022
1	3902	1025
1	3402	2028
1	702	1019
1	3402	2019
1	702	1017
1	3901	2025
1	3902	1030
1	702	1021
1	3901	2022
1	702	1020
1	3402	1013

1	702	1010
1	702	1009
1	3901	1040
1	3902	1032
1	3901	2024
1	3901	1042
1	702	1007
1	3901	2023
1	3901	2019
1	702	1008
1	3402	1012
1	3902	1024
1	3902	1033
1	702	3000
1	3902	1028
1	702	1012
1	3901	2028
1	3901	1041
1	702	1006
1	3402	2030
1	3902	1031
1	3902	1034
1	3901	1044
1	702	1011
1	3902	1010
1	3902	1011
1	3901	1043
1	3402	2014
1	3902	1012
1	3901	1038
1	3901	2018
1	3902	1013
1	3402	2029
1	3902	1009
1	702	1004
1	3901	2017
1	3901	1037
1	3902	1014
1	3402	1005
1	702	1002

1	3901	2016
1	702	1003
1	3901	1036
1	3402	2008
1	702	1001
1	3901	2015
1	3402	2023
1	3901	1039
1	3902	1008
1	3901	1033
1	3901	2010
1	3902	1007
1	3902	1015
1	3901	2014
1	3901	2011
1	3902	1001
1	3901	1034
1	3901	2012
1	3901	1012
1	3402	1004
1	3901	1032
1	3901	2006
1	3901	2013
1	3901	1035
1	3902	1002
1	3901	2007
1	3901	2005
1	3901	1015
1	3901	1031
1	3402	2005
1	3901	1011
1	3901	2004
1	3901	1014
1	3901	2008
1	3402	2024
1	3901	1010
1	3901	1029
1	3901	2003
1	3402	2006
1	3901	2009

1	3901	1028
1	3901	2002
1	3402	2017
1	3901	2001
1	3901	1022
1	3402	1006
1	3901	1018
1	3901	1013
1	3402	1011
1	3901	2000
1	3402	2025
1	3402	2007
1	3402	1009
1	3901	1019
1	3901	1020
1	3402	1003
1	3901	1021
1	3901	1007
1	3402	2003
1	3402	2004
1	3901	1008
1	4900	4019
1	3901	1009
1	3402	2002
1	4900	4018
1	4900	4005
1	3402	2009
1	3402	2011
1	3402	2010

B. DISTRICT TWO shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
2	1501	1026
2	1501	1021
2	1501	1022
2	1501	1023
2	1501	1024
2	1501	1020
2	1501	1017
2	1501	1016
2	1501	1019
2	1501	1018
2	1501	1012
2	1501	1001
2	1501	1002
2	1501	1014
2	2302	2006
2	1501	1013
2	1501	1025
2	1501	1011
2	1501	1015
2	2302	2000
2	2302	2001
2	1501	1009
2	1501	1010
2	2302	2002
2	1501	1003
2	1501	1000
2	1501	1004
2	1501	1006
2	1501	1005
2	1501	1007
2	1400	3014
2	1501	1008
2	1400	3015
2	2200	1001
2	1400	3013

2	2200	1002
2	2200	1003
2	2100	1001
2	2200	1004
2	2100	1002
2	2200	1005
2	1400	2027
2	2200	1000
2	1400	2026
2	1400	2025
2	1400	2024
2	1400	3011
2	1400	3016
2	1400	2023
2	1400	3012
2	1400	2019
2	1400	3007
2	1400	2020
2	1400	3008
2	1400	2021
2	1400	2022
2	2400	3026
2	2400	3022
2	1400	2006
2	2100	1000
2	2400	3019
2	2400	3020
2	1400	3009
2	1400	3003
2	1400	2007
2	1400	2018
2	1400	2017
2	1400	2016
2	1400	2008
2	2400	3023
2	1400	3005
2	1400	3010
2	1400	3004
2	2400	1031
2	2400	2017

2	2400	3017
2	1400	3002
2	1400	3001
2	2400	3021
2	1400	2009
2	1400	2015
2	1400	2014
2	2400	2020
2	2400	3024
2	2400	2018
2	1400	3006
2	2400	3018
2	2400	1029
2	2400	3011
2	2400	2019
2	1400	2005
2	2400	1030
2	1400	2004
2	1400	2013
2	2400	3025
2	2400	3009
2	1400	2010
2	1400	2011
2	1400	2012
2	2400	3015
2	1200	1118
2	2400	2016
2	2400	1026
2	2400	1028
2	2400	1027
2	1400	3000
2	2400	3010
2	2400	1025
2	1400	2003
2	1400	2002
2	1400	2001
2	1400	2000
2	2400	3003
2	2400	2007
2	2400	2009

2	2400	3008
2	2400	2010
2	2400	1024
2	2400	3005
2	1400	1034
2	2400	2008
2	2400	3014
2	1400	1035
2	1400	1036
2	2400	3004
2	2400	1019
2	1400	1032
2	2400	1020
2	2400	1021
2	2400	1022
2	2400	1023
2	1400	1033
2	1400	1028
2	1400	1030
2	1400	1025
2	1400	1031
2	2400	2011
2	2400	3012
2	1400	1022
2	1400	1029
2	1400	1023
2	1400	1021
2	1200	1160
2	2400	1018
2	2400	2024
2	2400	1017
2	2400	1016
2	2400	1015
2	1400	1024
2	1200	2000
2	2400	2002
2	1400	1015
2	1200	1158
2	2400	3007
2	1400	1027

2	2400	3006
2	2400	2005
2	2400	2006
2	1400	1020
2	1100	2013
2	2400	1014
2	1400	1019
2	1400	1018
2	1400	1013
2	1100	2020
2	1200	1151
2	1400	1014
2	1400	1017
2	2400	1010
2	1200	1125
2	2400	1011
2	2400	1012
2	1400	1016
2	2400	2013
2	2400	3001
2	1200	1152
2	2400	3000
2	2400	2014
2	1002	1030
2	2400	1013
2	2400	2015
2	1200	1153
2	2400	3002
2	1200	1154
2	1002	1024
2	1100	2012
2	2400	2012
2	1400	1011
2	1002	1023
2	1100	2011
2	1100	2014
2	1400	1012
2	1400	1007
2	1100	3018
2	1100	2019

2	1400	1000
2	1400	1001
2	2400	1007
2	1400	1004
2	1100	2010
2	1400	1002
2	1100	3017
2	2400	1009
2	1400	1003
2	2400	2003
2	1002	1025
2	1400	1010
2	2400	1004
2	1400	1009
2	1100	2018
2	1400	1026
2	1200	1150
2	1200	1149
2	1002	1020
2	1100	2009
2	1100	2015
2	2501	3025
2	2400	1006
2	1100	3016
2	1100	2017
2	1200	1126
2	1100	2016
2	2400	2004
2	1400	1008
2	1002	1019
2	2400	1008
2	1200	1147
2	1100	3013
2	903	1029
2	1400	1005
2	2400	2001
2	2400	2000
2	2400	1032
2	1100	2008
2	2400	1005

2	2501	3016
2	903	1030
2	1002	1029
2	1400	1006
2	903	1031
2	1002	1011
2	2501	2030
2	1002	1026
2	1100	3014
2	1002	1021
2	903	1023
2	2501	3014
2	1200	1128
2	1100	2006
2	1200	1127
2	1200	1148
2	1200	1185
2	1100	2007
2	2400	1003
2	1100	2002
2	1100	3015
2	903	1035
2	903	1032
2	2501	2028
2	903	1034
2	903	1024
2	1100	2004
2	2501	3015
2	2501	2026
2	903	1017
2	1002	1028
2	1002	1018
2	2400	1002
2	2501	2031
2	2400	1000
2	903	1028
2	903	1033
2	2501	2032
2	2501	2029
2	903	1021

2	1002	1027
2	1002	1014
2	1200	1122
2	903	1020
2	1100	3009
2	1100	3011
2	1100	3012
2	1002	1022
2	1100	2005
2	2501	1027
2	903	1025
2	1200	1129
2	1200	1139
2	903	1026
2	2400	1001
2	1002	1009
2	903	1018
2	903	1022
2	903	1019
2	1002	1007
2	1002	1008
2	2501	1026
2	1002	1017
2	2501	2027
2	2501	1022
2	1002	1010
2	903	1027
2	1100	3010
2	1100	3008
2	2501	3009
2	2501	3010
2	2501	2024
2	2501	3008
2	2501	2025
2	903	1015
2	2501	2021
2	2501	2019
2	1002	1012
2	903	1014
2	903	1016

2	903	1011
2	1200	1114
2	1002	1013
2	1100	3006
2	1100	3007
2	1002	1006
2	2501	1023
2	1200	1130
2	2501	1024
2	1002	1015
2	1002	1005
2	1200	1138
2	1002	1004
2	2501	2020
2	903	1010
2	903	1013
2	1100	2000
2	1002	1003
2	1100	2001
2	1200	1124
2	1200	1144
2	1002	1016
2	903	1012
2	1002	2034
2	1002	2035
2	2501	1016
2	903	1009
2	1100	3004
2	2501	1017
2	1002	2036
2	2501	1018
2	1100	3005
2	903	1005
2	1100	3002
2	2501	1025
2	1002	1000
2	1002	2037
2	2501	2022
2	1200	1155
2	902	2025

2	1002	1001
2	1002	2038
2	1002	1002
2	2501	1015
2	1002	2039
2	903	1006
2	1100	2003
2	2501	2023
2	1002	2033
2	2501	2018
2	1002	2040
2	2501	2017
2	2501	2016
2	1100	3003
2	1200	1137
2	1200	1135
2	903	1008
2	1200	1136
2	1002	2021
2	2501	3006
2	1100	3001
2	903	1007
2	2501	2033
2	902	2024
2	2501	1019
2	2501	1020
2	903	1003
2	1002	2041
2	2501	1012
2	1002	2031
2	2501	1014
2	1002	2016
2	2501	3011
2	1002	2030
2	1002	2017
2	1200	1131
2	1002	2029
2	1002	2018
2	2501	3005
2	903	1002

2	1100	1017
2	903	1004
2	902	2015
2	1100	1014
2	1002	2028
2	1002	2019
2	1200	1183
2	1200	1119
2	1002	2020
2	1100	3000
2	902	2021
2	902	2022
2	903	1001
2	1002	2032
2	902	2023
2	902	2020
2	1002	2022
2	1100	1007
2	2501	1013
2	2501	2014
2	1002	2014
2	1100	1008
2	902	2016
2	902	2014
2	1002	2015
2	902	1015
2	2501	2013
2	2501	2012
2	2501	2011
2	2501	2010
2	2501	1021
2	1100	1009
2	1200	1184
2	1002	2010
2	1200	1140
2	1100	1010
2	903	1000
2	1002	2007
2	1002	2009
2	1100	1011

2	2501	3002
2	1200	1146
2	1100	1012
2	1002	2008
2	1100	1015
2	1002	2027
2	1200	1132
2	902	1014
2	1002	2026
2	2501	1011
2	2501	1009
2	1100	1016
2	1002	2023
2	1002	2025
2	2501	1010
2	1002	2013
2	1002	2012
2	1100	1001
2	902	1013
2	1100	1003
2	902	2017
2	1002	2011
2	2501	1008
2	1002	2006
2	1100	1004
2	902	2019
2	902	2018
2	1002	2005
2	1002	2004
2	1100	1002
2	902	1006
2	1200	1121
2	1100	1013
2	1001	2024
2	902	2013
2	1200	1145
2	902	1005
2	1200	1133
2	902	2012
2	1200	1115

2	1100	1000
2	902	1012
2	1100	1005
2	1002	2024
2	902	1007
2	1002	2003
2	1100	1006
2	1002	2000
2	1002	2002
2	1002	2001
2	902	1008
2	1001	2020
2	902	1009
2	902	2008
2	902	2007
2	902	2006
2	1001	2023
2	1200	1141
2	902	2011
2	1001	2019
2	1200	1142
2	200	1080
2	1200	1017
2	1001	2022
2	1200	1123
2	1200	1134
2	1001	2018
2	902	2009
2	902	2010
2	200	1086
2	200	1081
2	1001	2025
2	1001	2015
2	1001	2021
2	200	1087
2	1200	1016
2	1001	2014
2	1001	2017
2	2501	1007
2	902	1011

2	200	1082
2	1001	2016
2	200	1079
2	200	1073
2	1001	2011
2	200	1083
2	2501	1002
2	902	1010
2	2501	1000
2	200	1074
2	2501	1001
2	200	1084
2	1001	2010
2	2501	1005
2	2501	1004
2	200	1075
2	902	2005
2	200	1077
2	1001	2009
2	200	1076
2	902	2001
2	902	2003
2	902	2004
2	1001	2012
2	1001	2013
2	902	2002
2	2501	1003
2	902	2000
2	902	1004
2	902	1002
2	902	1001
2	1001	2008
2	902	1003
2	1200	1010
2	200	1072
2	200	1071
2	200	1085
2	1200	1143
2	200	1058
2	200	1070

2	1001	2006
2	200	1057
2	1200	1018
2	902	1000
2	1200	1120
2	200	1056
2	1001	2007
2	200	1068
2	1001	2005
2	200	1060
2	1001	2004
2	200	1055
2	1001	2003
2	200	1050
2	200	1069
2	200	1078
2	1001	2002
2	200	1059
2	1200	1007
2	1001	2001
2	200	1054
2	200	1063
2	200	1041
2	901	1036
2	200	1053
2	1001	2000
2	901	1037
2	200	1042
2	200	1062
2	200	1067
2	901	1038
2	901	1030
2	200	1051
2	901	1035
2	200	1052
2	200	1065
2	901	1031
2	200	1043
2	200	1061
2	1200	1207

2	200	1064
2	901	2012
2	1001	1011
2	200	1044
2	1200	1204
2	200	1039
2	1001	1008
2	1001	1007
2	901	2011
2	1200	1011
2	200	1037
2	200	1045
2	1200	1015
2	200	1040
2	1001	1005
2	1001	1006
2	200	1066
2	200	1036
2	200	1046
2	1001	1013
2	901	2007
2	200	1032
2	901	2006
2	901	2009
2	200	1014
2	1200	1019
2	1200	1012
2	200	1038
2	200	1047
2	200	1035
2	200	1031
2	1001	1009
2	1001	1012
2	901	1029
2	1001	1014
2	1001	1000
2	200	1034
2	200	1030
2	901	1032
2	1200	1116

2	200	1013
2	200	2091
2	200	1012
2	901	2008
2	200	1048
2	200	1029
2	901	1026
2	200	1033
2	901	1024
2	901	1025
2	901	2010
2	901	1033
2	200	2092
2	200	1011
2	200	1028
2	1200	1008
2	200	1015
2	1001	1010
2	200	1049
2	200	2093
2	200	1027
2	200	1010
2	1001	1001
2	200	1016
2	200	2090
2	1200	1117
2	200	2085
2	200	1026
2	200	1009
2	200	1017
2	1200	1112
2	200	2089
2	200	2086
2	401	2026
2	401	2027
2	200	1018
2	200	1008
2	1001	1003
2	1200	1113
2	200	1025

2	200	2072
2	200	2068
2	200	2087
2	200	1019
2	200	1007
2	1001	1002
2	901	1028
2	200	2069
2	200	2073
2	200	2088
2	200	1006
2	1001	1004
2	200	1024
2	200	1020
2	901	1027
2	200	2074
2	200	2070
2	200	2078
2	200	1005
2	901	2003
2	901	2002
2	901	2005
2	901	1018
2	401	2025
2	901	2004
2	901	2001
2	901	2000
2	200	1021
2	901	1034
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2	200	2075
2	200	2071
2	1200	1020
2	200	2079
2	200	1004
2	200	1022
2	200	2076
2	401	2018
2	200	2061
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2	200	2080
2	1200	1110
2	1200	1013
2	200	2067
2	200	1003
2	200	2077
2	200	2060
2	1200	1021
2	901	1017
2	200	1023
2	200	2081
2	1200	1014
2	401	2019
2	1200	1111
2	401	2024
2	200	2066
2	200	2063
2	901	1020
2	200	2055
2	200	2059
2	200	1002
2	901	1019
2	200	2082
2	200	2065
2	200	2062
2	200	2054
2	200	2058
2	200	1001
2	401	2020
2	200	2083
2	200	2027
2	1200	1003
2	200	2053
2	200	2057
2	1200	1022
2	200	2028
2	200	1000
2	200	2084
2	200	2064
2	200	2047

2	200	2056
2	901	1040
2	401	2023
2	401	3019
2	200	2029
2	200	2020
2	200	2025
2	200	2044
2	200	2051
2	200	2048
2	901	1022
2	901	1015
2	401	3018
2	200	2032
2	401	2021
2	200	2026
2	200	2045
2	901	1014
2	200	2049
2	901	1039
2	200	2052
2	901	1009
2	200	2043
2	200	2033
2	901	1012
2	200	2022
2	200	2046
2	200	2010
2	901	1007
2	500	2014
2	401	2016
2	401	2015
2	401	2022
2	901	1011
2	200	2021
2	200	2050
2	200	2034
2	200	2030
2	200	2038
2	200	2031

2	901	1023
2	200	2035
2	401	3017
2	401	3020
2	500	2015
2	200	2039
2	200	2042
2	200	2036
2	200	2018
2	200	2008
2	401	2012
2	200	2019
2	401	3016
2	901	1016
2	200	2040
2	200	2023
2	1200	1108
2	200	2017
2	901	1008
2	200	2037
2	401	3015
2	2502	1002
2	500	2009
2	401	2014
2	200	2016
2	1200	1194
2	401	3010
2	200	2041
2	200	2009
2	1200	1005
2	401	3014
2	500	2011
2	500	2010
2	200	2024
2	401	2013
2	200	2015
2	901	1013
2	901	1010
2	401	3011
2	401	2017

2	1200	1105
2	401	2010
2	200	2006
2	500	2008
2	401	2006
2	500	2012
2	200	2014
2	401	3012
2	401	2011
2	200	2007
2	401	2007
2	1200	1106
2	200	2003
2	901	1006
2	1200	1103
2	200	2002
2	200	2011
2	500	2005
2	401	3009
2	401	3013
2	500	2013
2	200	2012
2	901	1003
2	200	2005
2	200	2004
2	1200	1104
2	401	3008
2	401	2008
2	500	2007
2	200	2001
2	401	3007
2	200	2013
2	401	1008
2	901	1005
2	1200	1107
2	401	3000
2	500	1049
2	901	1004
2	401	3006
2	1200	1102

2	500	2004
2	500	1044
2	1200	1101
2	1200	1100
2	401	3001
2	901	1002
2	401	2004
2	500	2006
2	401	3002
2	401	2009
2	401	1007
2	401	3003
2	402	1022
2	500	2002
2	500	1050
2	200	2000
2	500	1045
2	401	4021
2	401	3004
2	402	1023
2	401	2003
2	401	4019
2	402	1025
2	500	1043
2	1200	1203
2	500	2003
2	1200	1095
2	401	3005
2	1200	1093
2	1200	1092
2	401	2002
2	500	1041
2	402	1024
2	401	4018
2	500	2000
2	401	2005
2	402	1017
2	1200	1094
2	500	1051
2	500	1046

2	401	4020
2	500	1014
2	402	1019
2	402	1018
2	401	4017
2	901	1001
2	402	1021
2	1200	1099
2	402	1020
2	901	1000
2	500	2001
2	500	1042
2	1200	1096
2	401	4013
2	401	2001
2	401	4016
2	401	2000
2	500	1012
2	402	1013
2	500	1048
2	402	1016
2	1200	1097
2	401	4011
2	500	1047
2	401	4014
2	402	1015
2	500	1039
2	401	1005
2	401	1004
2	1200	1009
2	1200	1098
2	401	4012
2	401	1006
2	402	1014
2	401	4015
2	500	1040
2	500	1016
2	500	1027
2	401	4006
2	401	4010

2	500	1038
2	500	1011
2	500	1015
2	1200	1026
2	500	1009
2	401	4009
2	500	1013
2	1200	1091
2	402	1010
2	401	4005
2	402	1011
2	500	1029
2	401	4008
2	402	1008
2	500	1037
2	401	1002
2	500	1028
2	500	1010
2	402	1009
2	401	4007
2	402	1007
2	401	4000
2	1200	1090
2	500	1036
2	500	1019
2	500	1018
2	401	4004
2	401	4001
2	500	1030
2	500	1017
2	500	1035
2	402	1012
2	500	1020
2	401	4002
2	500	1033
2	600	1013
2	500	1031
2	401	4003
2	1200	1085
2	600	1012

2	401	1001
2	500	1032
2	500	1034
2	402	1002
2	500	1022
2	402	1003
2	500	1021
2	500	1026
2	500	1003
2	600	1010
2	402	1006
2	401	1003
2	402	1001
2	500	1023
2	500	1006
2	500	1025
2	500	1007
2	402	1004
2	1200	1039
2	600	1011
2	401	1000
2	500	1024
2	500	1008
2	500	1005
2	402	1005
2	600	2002
2	500	1004
2	600	1009
2	1200	1086
2	600	1007
2	600	1008
2	1200	1025
2	600	1006
2	402	1000
2	500	1002
2	600	1005
2	1200	1087
2	1200	1040
2	600	1003
2	600	1004

2	600	2008
2	600	1002
2	1200	1004
2	500	1000
2	600	1001
2	600	2000
2	600	2004
2	1200	1080
2	600	2001
2	1200	1024
2	500	1001
2	600	2015
2	600	2007
2	1200	1088
2	1200	1199
2	600	1000
2	1200	1083
2	600	2005
2	600	2006
2	600	2014
2	600	2009
2	1200	1089
2	1200	1202
2	1200	1030
2	600	2013
2	1200	1042
2	1200	1081
2	1200	1041
2	600	2003
2	1200	1192
2	1200	1084
2	1200	1077
2	1200	1201
2	1200	1043
2	1200	1191
2	1200	1186
2	1200	1079
2	1200	1082
2	1200	1193
2	1200	1047

2	1200	1044
2	1200	1045
2	1200	1188
2	1200	1046
2	1200	1190
2	1200	1048
2	1200	1078
2	1200	1072
2	1200	1189
2	1200	1187
2	1200	1029
2	1200	1050
2	1200	1051
2	1200	1035
2	1200	1031
2	1200	1049
2	7700	1008
2	7700	1004
2	1200	1062
2	1200	1076
2	1200	1067
2	1200	1075
2	1200	1056
2	1200	1002
2	1200	1063
2	1200	1068
2	1200	1033
2	1200	1064
2	1200	1065
2	1200	1069
2	7600	1015
2	1200	1066
2	1200	1052
2	1200	1057
2	1200	1055
2	1200	1006
2	1200	1200
2	1200	1032
2	1200	1036
2	1200	1034

2	1200	1054
2	1200	1206
2	1200	1037
2	1200	1205
2	1200	1027
2	1200	1038
2	3800	1147
2	3800	1152
2	3800	1153
2	1200	1028
2	3800	1149
2	3800	1151
2	3800	1156
2	3800	1150
2	3800	1148
2	3800	1104
2	7600	1000
2	3800	1141
2	3800	1144
2	3800	1154
2	3800	1155
2	3800	1145
2	3800	1143
2	3800	1142
2	3800	1146
2	3800	1136
2	3800	1115
2	3800	1114
2	3800	1138
2	3800	1116
2	3800	1139
2	7600	2040
2	3800	1137
2	3800	1131
2	3800	1140
2	3800	1130
2	3800	1134
2	3800	1133
2	3800	1132
2	3800	1135

2	3800	1129
2	3800	1128
2	7600	2017
2	3800	1117
2	7600	2016
2	3800	1105
2	3800	1106
2	1200	1000
2	7600	2003
2	7600	2000
2	7600	2001
2	7600	2004
2	3800	1118
2	3800	1107
2	3800	1103
2	3800	1108
2	3800	1113
2	3800	1109
2	3800	1125
2	3800	1084
2	3800	1082
2	3800	1126
2	3800	1085
2	3800	1083
2	5200	1000
2	3800	1086
2	3800	1087
2	3800	1124
2	5300	1044
2	3800	1166
2	3800	1098
2	3800	1102
2	3800	1066
2	3800	1088
2	5300	1045
2	3800	1081
2	3800	1080
2	3800	1089
2	3800	1047
2	3800	1045

2	3800	1175
2	3800	1046
2	3800	1071
2	3800	1051
2	3800	1079
2	3800	1093
2	3800	1173
2	3800	1070
2	3800	1078
2	3800	1075
2	3800	1048
2	3800	1072
2	3800	1077
2	3800	1062
2	3800	1050
2	3800	1076
2	3800	1063
2	3800	1067
2	3800	1073
2	3800	1049
2	3800	1095
2	3800	1168
2	3800	1170
2	5602	2030
2	3800	1069
2	5602	2022
2	3800	1059
2	5602	2025

C. DISTRICT THREE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
3	7000	1001
3	7000	1021
3	7000	1030
3	7000	1018
3	7000	1002
3	7000	1020
3	1800	1009
3	1901	2015
3	1901	2016
3	1901	2012
3	1901	2010
3	1800	1005
3	1800	1001
3	1901	2013
3	1901	2008
3	1800	1007
3	1800	1008
3	1901	2007
3	1800	1000
3	1800	1016
3	1800	1015
3	1800	1006
3	1800	1003
3	1901	2006
3	1901	2009
3	1901	2004
3	1800	1012
3	1800	1004
3	1901	2005
3	1800	1017
3	1800	1011
3	1800	1019
3	1800	1020
3	1902	2013
3	1901	2003
3	1800	1018

3	1901	2001
3	1901	2000
3	1901	2002
3	1800	1013
3	1800	1002
3	1902	2003
3	1901	1008
3	1901	1007
3	1902	2012
3	1800	1014
3	1901	1004
3	1902	2007
3	1901	1006
3	1902	2011
3	1902	2001
3	1901	1005
3	1800	2016
3	1800	2017
3	1902	2010
3	1901	1003
3	1902	2009
3	1902	2008
3	1800	2021
3	1800	2018
3	1902	2000
3	1902	2004
3	990000	1
3	1902	2006
3	1800	2019
3	1902	3009
3	1902	1015
3	1902	2002
3	1902	2005
3	1800	2014
3	1800	2020
3	1901	1002
3	1800	2013
3	1800	2006
3	1800	2015
3	1800	2012

3	1902	1013
3	1902	3010
3	1902	1017
3	1902	1014
3	1800	2007
3	1901	1001
3	1800	2011
3	1902	3004
3	1902	3005
3	1902	3006
3	1902	3007
3	1800	2009
3	1902	3003
3	1800	2010
3	1800	2000
3	1800	2008
3	1902	1016
3	1800	2004
3	1901	1000
3	1800	2003
3	1800	2002
3	1902	1006
3	1902	1009
3	1902	3008
3	1902	1003
3	1902	3002
3	1800	2001
3	1902	1012
3	1902	1008
3	1902	1005
3	7400	2016
3	1902	3001
3	1902	1018
3	1902	1007
3	1902	1020
3	1902	1010
3	1800	2005
3	1902	1004
3	7400	2015
3	1902	3000

3	1902	1019
3	1902	1011
3	7400	3015
3	1902	1000
3	1902	1001
3	1902	1002
3	7400	3018
3	7400	3017
3	7400	1017
3	7400	3008
3	2000	2027
3	7400	3013
3	7400	3016
3	2000	2006
3	7400	2007
3	7400	3012
3	2000	2004
3	7400	3005
3	7400	2000
3	7400	2005
3	7400	3009
3	7400	2003
3	2000	2038
3	7400	2006
3	7400	3004
3	7400	3014
3	7400	1060
3	7400	1061
3	7400	3011
3	7400	3002
3	2000	2003
3	7400	3006
3	7400	3003
3	7400	2001
3	7400	2014
3	7400	2012
3	7400	1013
3	7400	2013
3	2000	2002
3	2000	1010

3	7400	2010
3	7400	2002
3	2000	2001
3	7400	2011
3	7400	3007
3	7400	1014
3	2000	1011
3	7400	3001
3	7400	3010
3	7400	1062
3	7400	1018
3	7400	2004
3	7400	2009
3	7400	2008
3	7400	3000
3	2000	2000
3	7400	4020
3	7400	4021
3	7400	4019
3	7400	4022
3	2100	3018
3	7400	1021
3	7400	4013
3	7400	4005
3	7400	4016
3	2100	3014
3	7400	1011
3	2000	1002
3	7400	4017
3	7400	4011
3	2100	3004
3	7400	1020
3	7400	4010
3	2100	3008
3	7400	4018
3	2000	1007
3	2100	3012
3	2100	3001
3	2000	1004
3	2100	3002

3	2000	1006
3	7400	4009
3	2000	1003
3	7400	4006
3	7400	1006
3	2100	3005
3	7400	4014
3	2000	1008
3	2000	1009
3	2000	1005
3	2000	1001
3	2100	3009
3	2200	2012
3	7400	4012
3	2100	3015
3	2200	2006
3	2200	2008
3	2100	3011
3	2100	3007
3	2100	3006
3	7400	4023
3	2200	2007
3	7400	4008
3	7400	4007
3	2100	3017
3	7400	1010
3	2200	2010
3	7400	4001
3	2000	1000
3	7400	4015
3	2100	3000
3	2100	3013
3	2100	3010
3	7400	4004
3	2200	2009
3	7400	4002
3	7400	4003
3	2100	3003
3	2200	2005
3	2301	1013

3	7400	1012
3	2200	2000
3	2301	1010
3	2100	2013
3	2100	3016
3	7400	1019
3	2100	2014
3	2301	1007
3	2301	1011
3	2100	2011
3	2100	2010
3	7400	4000
3	2100	2012
3	2100	2009
3	2200	2011
3	990000	2
3	7400	1053
3	2301	1002
3	2301	1006
3	2301	1009
3	7400	1015
3	2302	1016
3	7400	1002
3	7400	1054
3	7400	1005
3	2302	1010
3	2301	1008
3	2200	2001
3	2100	2006
3	2100	2008
3	2100	2007
3	7400	1023
3	2200	2002
3	7400	1024
3	7400	1022
3	2301	1012
3	2301	1003
3	2200	3007
3	2200	2003
3	2302	1009

3	7400	1016
3	7400	1056
3	2100	2005
3	2301	1005
3	7400	1055
3	2200	2004
3	2302	1015
3	2302	1011
3	2200	3011
3	2302	1012
3	2302	1013
3	7400	1049
3	7400	1045
3	7400	1046
3	2301	1004
3	7400	1026
3	2200	3009
3	2301	1000
3	7400	1047
3	2200	3012
3	7400	1048
3	7400	1052
3	7400	1057
3	2100	2004
3	2200	3013
3	7400	1041
3	7400	1040
3	2301	1001
3	7400	1039
3	7400	1035
3	7400	1025
3	7400	1038
3	7400	1037
3	7400	1036
3	2302	1014
3	2301	2027
3	7400	1042
3	7400	1050
3	2200	3010
3	2100	1013

3	1501	2015
3	7400	1044
3	7400	1059
3	2302	1007
3	2100	2003
3	7400	1051
3	7400	1029
3	7400	1043
3	2100	2000
3	2302	1005
3	1501	2014
3	2100	2002
3	2302	1006
3	2302	1008
3	2301	2024
3	2301	2019
3	7400	1027
3	1501	2008
3	2301	2022
3	2301	2020
3	2301	2026
3	7400	1032
3	2100	2001
3	1501	2006
3	2301	2021
3	2302	2007
3	1200	1182
3	2302	1004
3	2200	3006
3	1501	2009
3	7400	1028
3	7400	1058
3	7400	1030
3	1501	2007
3	2200	3005
3	2100	1012
3	1501	2010
3	2301	2025
3	2302	1002
3	2301	2023

3	2302	1003
3	1501	2012
3	1502	1015
3	7400	1034
3	7400	1031
3	2302	1000
3	1501	2013
3	2301	2028
3	2302	1001
3	1501	2011
3	1502	1016
3	2100	1015
3	2301	2013
3	2301	2014
3	2100	1011
3	1501	2005
3	2100	1009
3	2100	1010
3	7400	1004
3	2301	2018
3	2301	2015
3	2100	1007
3	1502	1012
3	2100	1014
3	2301	2016
3	7400	1033
3	1200	1179
3	1502	1013
3	1200	1178
3	1501	2002
3	2302	2008
3	2302	2004
3	2200	1013
3	2301	2017
3	2200	3008
3	1501	2001
3	2301	2012
3	2301	2011
3	1501	2003
3	2301	2010

3	2200	3004
3	1502	1011
3	7400	1009
3	7400	1003
3	1502	1014
3	2302	2009
3	1501	2004
3	1501	2000
3	2200	3001
3	2200	3002
3	1200	1181
3	2200	1010
3	1502	1010
3	1502	1009
3	2200	1011
3	1501	1028
3	2100	1006
3	2302	2005
3	1501	1027
3	2200	3003
3	7400	1007
3	2302	2003
3	2301	2008
3	2301	2006
3	2301	2009
3	2100	1005
3	1502	1000
3	7400	1008
3	1502	1001
3	1502	1007
3	1200	1177
3	1502	1003
3	1502	1005
3	7400	1001
3	2200	3000
3	2200	1012
3	7400	1000
3	2301	2007
3	2200	1006
3	2100	1008

3	1502	1004
3	1502	1006
3	1502	1002
3	2301	2005
3	1502	1008
3	2100	1004
3	1302	3022
3	2200	1007
3	1200	1175
3	1302	3021
3	2301	2002
3	1302	2038
3	1200	1174
3	1200	1176
3	2301	2001
3	1302	2037
3	2100	1003
3	2200	1009
3	2200	1008
3	1302	2036
3	1302	3020
3	1302	2035
3	1302	2031
3	2301	2004
3	1302	3019
3	1302	3015
3	1302	2032
3	1302	2033
3	1302	2034
3	2301	2003
3	1200	1180
3	1302	3016
3	1302	2028
3	1302	2029
3	1302	3017
3	1302	2030
3	1200	1166
3	1302	3018
3	1302	2021
3	1302	2023

3	1302	2024
3	1302	2022
3	1302	2020
3	2400	2023
3	1302	2027
3	1302	3010
3	1302	2026
3	1302	3011
3	2301	2000
3	1302	3013
3	1302	3009
3	1302	3014
3	1302	2025
3	1302	3012
3	1200	1168
3	1302	2018
3	1302	2019
3	1200	1173
3	2400	2022
3	2400	2021
3	1302	2010
3	1302	3008
3	1200	1167
3	1302	2011
3	1200	1165
3	1200	2023
3	1302	2012
3	1302	2016
3	1302	2017
3	1302	3007
3	1302	3000
3	1302	3001
3	1302	3006
3	1302	3005
3	1302	3004
3	1200	2024
3	1302	2014
3	1302	2015
3	1302	2013
3	1302	2009

3	1302	2008
3	1200	1169
3	1302	3002
3	1302	2007
3	1200	2025
3	1302	3003
3	1302	2005
3	1302	2006
3	1200	2027
3	1302	1027
3	1200	2028
3	1302	2000
3	1302	2001
3	1302	1028
3	1302	2002
3	1200	1170
3	1302	2004
3	1302	2003
3	1200	2022
3	1302	1016
3	1200	2021
3	1302	1034
3	1200	2020
3	1302	1025
3	1302	1026
3	1302	1033
3	1302	1017
3	1302	1032
3	1200	2026
3	1200	2018
3	1302	1031
3	1302	1035
3	1302	1012
3	1200	1163
3	1200	2019
3	1302	1029
3	1302	1024
3	1302	1019
3	1302	1030
3	1302	1018

3	1200	1171
3	1200	1164
3	1200	2012
3	1200	1162
3	1200	1172
3	1200	2017
3	1302	1009
3	1302	1023
3	1302	1011
3	1302	1020
3	1200	2013
3	1200	2016
3	1302	1013
3	1302	1010
3	1200	2014
3	1200	2015
3	1200	1157
3	1200	1161
3	1200	2011
3	1200	1159
3	1200	2010
3	1200	2009
3	1302	1022
3	1200	2008
3	1302	1021
3	1302	1014
3	1200	2001
3	1200	1156
3	1200	2007
3	1302	1015
3	1302	1008
3	1302	1004
3	1200	2002
3	1200	2003
3	1200	2004
3	1200	2005
3	1302	1005
3	1200	2006
3	1302	1000
3	1302	1001

3	1302	1002
3	1302	1003
3	1302	1007
3	1302	1006

D. DISTRICT FOUR shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
4	7102	1029
4	7102	1025
4	7102	1034
4	7102	1022
4	7102	1026
4	7102	1015
4	7102	1013
4	7102	1019
4	7102	1021
4	7103	1005
4	7102	2006
4	7102	2011
4	7102	1035
4	7102	2001
4	7102	1037
4	7102	2002
4	7102	1018
4	7103	1002
4	7102	1011
4	7102	1017
4	7101	3008
4	7102	2007
4	7102	2000
4	7102	2005
4	7102	1014
4	7102	1016
4	7102	1012
4	7102	2003
4	7000	4030
4	7102	1010
4	7102	1009
4	7101	3007
4	7102	1008
4	7103	1000
4	7000	4028
4	7101	3006

4	7102	1000
4	7000	4027
4	7102	1007
4	7000	4020
4	7102	1002
4	7101	3000
4	7103	1001
4	7102	1005
4	7102	1001
4	7102	1003
4	7102	1006
4	7000	3030
4	7102	1004
4	7000	3043
4	7000	4021
4	7000	3053
4	7101	2017
4	7000	3045
4	7000	3044
4	7000	3050
4	7000	3049
4	7000	3048
4	7000	3033
4	7000	3047
4	7000	3028
4	7000	3029
4	7101	2014
4	7000	3017
4	7000	3032
4	7000	3013
4	7000	3024
4	7000	3016
4	7101	2015
4	7000	3012
4	7000	3031
4	7000	3046
4	7000	3015
4	7000	3014
4	7101	2016
4	7000	3011

4	7000	3051
4	7000	3042
4	7000	3020
4	7101	2005
4	7000	3041
4	7000	3025
4	7000	3026
4	7000	3034
4	7000	3018
4	7000	3027
4	7000	3039
4	7000	2029
4	7101	2002
4	7000	3021
4	7101	2001
4	7000	3022
4	7000	2031
4	7000	3037
4	7000	2035
4	7101	2000
4	7000	3019
4	7000	2033
4	6902	1021
4	7000	2030
4	7000	2034
4	7000	3009
4	7000	3023
4	7000	2032
4	7000	3008
4	6902	1009
4	7000	3006
4	7000	2036
4	6802	3026
4	6802	3025
4	7000	3010
4	7000	3005
4	6902	1011
4	7000	2026
4	6802	3021
4	6902	1010

4	6802	3024
4	6802	3033
4	6802	3032
4	7000	2015
4	6902	1001
4	6902	1000
4	7000	3007
4	7000	2037
4	7000	2021
4	7000	2020
4	6802	1022
4	6802	2014
4	6802	2016
4	6802	2015
4	6802	3030
4	6802	3029
4	6802	2013
4	6802	3031
4	7000	2018
4	7000	3004
4	7000	2013
4	6802	3020
4	6802	3022
4	6802	3023
4	7000	3002
4	7000	2016
4	7000	2028
4	6802	2008
4	7000	2019
4	7000	3001
4	7000	2014
4	6802	3018
4	7000	2024
4	7000	3003
4	7000	3000
4	6802	3028
4	7000	2011
4	7000	2017
4	7000	2027
4	7000	2023

4	6802	2007
4	2000	2028
4	7000	2022
4	6802	3019
4	2000	2024
4	7000	2010
4	6802	3016
4	6802	3027
4	6802	2000
4	6802	3014
4	6802	3015
4	7000	2008
4	6802	3011
4	6802	3010
4	7000	2007
4	7000	2009
4	6802	3007
4	6802	3009
4	6802	3008
4	7000	2000
4	7000	2004
4	6802	3002
4	6802	3017
4	2000	2035
4	7000	2006
4	7000	2002
4	7000	2005
4	7000	2012
4	7000	2003
4	6802	3001
4	6802	3005
4	2000	2030
4	2000	2026
4	3000	1044
4	7000	2001
4	6802	3000
4	2000	2036
4	2000	2023
4	2000	2034
4	3000	1016

4	3000	1045
4	6802	3004
4	3000	1037
4	2000	2031
4	2000	2033
4	3000	1034
4	3000	1039
4	2000	2021
4	2000	2025
4	3000	1040
4	3712	2007
4	3712	2008
4	2000	2032
4	3712	2014
4	3000	1013
4	3712	2009
4	2000	2022
4	3000	1015
4	3712	2006
4	3712	2010
4	3000	1036
4	2000	2020
4	3000	1033
4	2000	2018
4	3712	2012
4	2000	2019
4	3712	2002
4	3000	1041
4	2000	2013
4	3712	2015
4	2000	2016
4	2000	2014
4	3712	2013
4	3712	2011
4	3712	2001
4	3712	2005
4	3710	3035
4	2000	2017
4	3712	2003
4	3000	1031

4	3000	1032
4	3000	1014
4	3000	1035
4	3000	1019
4	3710	3034
4	3712	2004
4	2000	2005
4	3000	1026
4	3712	2000
4	3710	3033
4	3000	1017
4	3000	1018
4	3000	1023
4	2000	2015
4	3712	3006
4	3711	1013
4	3710	3028
4	3711	1012
4	3000	1030
4	3000	1010
4	2000	2011
4	3712	3005
4	3000	1006
4	3711	1011
4	3711	1010
4	2000	2010
4	3000	1022
4	3710	3029
4	3000	1012
4	2000	2007
4	3711	1005
4	3000	1005
4	3712	3003
4	2000	2012
4	3000	1021
4	3710	2004
4	3710	3031
4	3711	1004
4	3710	3030
4	3000	1020

4	3710	3027
4	3711	1009
4	3711	1008
4	2000	2009
4	3000	1046
4	3710	3032
4	3000	1029
4	3000	1009
4	3100	1022
4	3710	2005
4	3710	2003
4	2000	2008
4	3712	3001
4	3000	1004
4	3000	1042
4	3000	2027
4	3712	3004
4	3710	3020
4	3710	3021
4	3711	1007
4	3710	3026
4	3710	3025
4	3711	1001
4	3000	1043
4	3000	1011
4	3710	3016
4	3000	2026
4	3710	3014
4	3710	3013
4	3100	1026
4	3000	1007
4	3710	3015
4	3000	1024
4	3710	3022
4	3000	1028
4	3100	1023
4	3710	3024
4	3100	1021
4	3100	1020
4	3000	2028

4	3711	1006
4	3100	1019
4	3710	3019
4	3710	2001
4	3000	1008
4	3711	1003
4	3712	3002
4	3000	1025
4	3000	1047
4	3000	2022
4	3000	1027
4	3100	1024
4	3000	2023
4	3000	2024
4	3710	3023
4	3710	3018
4	3711	1015
4	3710	3012
4	3000	2029
4	3710	3017
4	3712	3000
4	3100	1018
4	3711	1002
4	3000	1003
4	3000	1002
4	3710	3004
4	3710	3011
4	3100	1016
4	3000	1001
4	3100	1025
4	3710	2000
4	3100	1014
4	3000	1000
4	3710	3009
4	3710	2002
4	3710	3007
4	3710	3006
4	3100	1017
4	3712	1018
4	3710	3010

4	3710	3005
4	3710	3008
4	3712	1016
4	3000	2009
4	3100	1013
4	3710	3003
4	3712	1017
4	3712	1019
4	3710	3002
4	3000	2020
4	3711	1000
4	3100	1015
4	3000	2025
4	3000	2021
4	3710	3000
4	3710	3001
4	3100	1012
4	3710	1015
4	3712	1014
4	3100	1011
4	3710	1021
4	3710	1020
4	3100	1010
4	3712	1013
4	3000	2011
4	3712	1008
4	3712	1007
4	3710	1006
4	3100	1007
4	3000	2019
4	3710	1016
4	3000	2016
4	3712	1005
4	3100	1002
4	3100	1006
4	3000	2007
4	3712	1010
4	3710	1017
4	3100	1009
4	3100	1008

4	3712	1015
4	3100	1000
4	3100	1004
4	3712	1009
4	3710	1007
4	3000	2013
4	3100	1005
4	3100	1003
4	3000	2014
4	3000	2008
4	3710	1018
4	3712	1011
4	3100	3030
4	3000	2012
4	3100	1001
4	3000	2015
4	3000	2018
4	3000	2010
4	3000	2017
4	3712	1006
4	3710	1012
4	3710	1014
4	3100	3029
4	3710	1019
4	3712	1001
4	3000	2006
4	3712	1012
4	3712	1000
4	3100	2014
4	3710	1013
4	3710	1022
4	3100	2018
4	3100	2019
4	3100	3026
4	3100	2016
4	3712	1002
4	3712	1004
4	3100	2012
4	3710	1011
4	3712	1003

4	3000	2005
4	3100	2013
4	3100	3022
4	3710	1004
4	3100	2023
4	3100	3027
4	3100	2021
4	3100	3028
4	3710	1005
4	3100	2020
4	3710	1008
4	3100	2010
4	3100	3021
4	3000	2004
4	3100	3023
4	3100	2017
4	3100	2022
4	3000	2003
4	3710	1009
4	3100	2015
4	3707	1029
4	3100	3024
4	3000	2000
4	3710	1003
4	3707	1030
4	3100	2011
4	3100	3019
4	3710	1002
4	3710	1010
4	3000	2001
4	3707	1028
4	3710	1001
4	3707	1019
4	3710	1000
4	3100	2005
4	3100	3014
4	3100	3009
4	3100	3025
4	3100	3020
4	3100	2009

4	3100	2007
4	3100	3015
4	3100	2008
4	3707	1026
4	3707	1025
4	3707	1032
4	3707	1018
4	3100	3008
4	3100	2006
4	3707	1027
4	3100	3016
4	3000	2002
4	3100	2004
4	3100	2001
4	3707	1021
4	3707	1017
4	3100	3010
4	3100	2002
4	3100	3011
4	3100	2003
4	3707	2008
4	3100	2000
4	3707	2005
4	3100	3017
4	3100	3007
4	3707	1022
4	3100	3006
4	3707	1020
4	3100	3012
4	3707	2004
4	3707	3007
4	3707	1024
4	2900	2025
4	3100	3018
4	3100	3003
4	3707	1023
4	3100	3000
4	3707	1012
4	3707	3004
4	3707	1016

4	3707	1015
4	3707	3008
4	3707	1010
4	3100	3002
4	3707	1011
4	3707	2006
4	3100	3004
4	3707	2007
4	3100	3001
4	3100	3013
4	3707	3006
4	2900	2023
4	2900	2024
4	3707	1009
4	3707	1008
4	3707	1014
4	3707	1013
4	3707	2001
4	3707	3005
4	3707	2003
4	3100	3005
4	3707	3003
4	2900	2008
4	2900	2022
4	3707	1005
4	3707	1007
4	2900	2018
4	3707	1004
4	3707	2002
4	3707	3009
4	2900	2019
4	2900	2020
4	2900	2021
4	3707	1002
4	2900	2007
4	3707	1006
4	2900	2017
4	3707	3002
4	3707	3001
4	3707	3000

4	3707	1003
4	2900	3036
4	3707	1031
4	2900	3034
4	2900	3035
4	3707	1000

E. DISTRICT FIVE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
5	3202	2017
5	3202	2016
5	3202	2012
5	3202	2007
5	3202	2011
5	3202	2015
5	3202	2008
5	3202	2006
5	3202	2010
5	3202	2013
5	3202	2014
5	3202	2009
5	3202	1018
5	3202	1017
5	3202	1012
5	3205	3011
5	3202	2005
5	3205	3010
5	3202	1013
5	3202	2003
5	3202	1016
5	3202	2004
5	3202	1014
5	3202	2002
5	3202	1015
5	3205	3007
5	3205	2003
5	3202	1011
5	3202	1010
5	3202	1001
5	3205	2004
5	3202	2001
5	3205	2005
5	3202	2000
5	3205	3004
5	3202	1007

5	3205	3008
5	3205	3009
5	3202	1008
5	3202	1002
5	3205	2001
5	3205	3003
5	3202	1006
5	3202	1005
5	3205	2002
5	3202	1009
5	3205	2000
5	3205	3005
5	3205	3006
5	3205	3002
5	3205	3001
5	3707	2000
5	3205	3000
5	3202	1004
5	3205	1000
5	3205	1001
5	3205	1002
5	2900	3013
5	3203	2019
5	2900	2006
5	3202	1003
5	2900	3014
5	3205	1010
5	3205	1009
5	2900	3026
5	3202	1000
5	2900	2009
5	2900	2016
5	3203	2025
5	3205	1007
5	2900	2015
5	2900	3012
5	3207	2014
5	3704	4013
5	3203	2024
5	3205	1008

5	3707	1001
5	3203	2020
5	2900	3030
5	2900	3010
5	3704	1006
5	3207	2013
5	3205	1003
5	2900	2013
5	3203	2023
5	3205	1004
5	3207	2002
5	2900	2005
5	3207	1007
5	3704	2015
5	3203	2022
5	2900	3011
5	3203	2021
5	2900	2014
5	3207	1006
5	3704	1005
5	2900	2010
5	2900	2011
5	2900	3033
5	2900	3017
5	3203	2017
5	3203	2018
5	2900	2012
5	3207	2010
5	3203	2014
5	3203	2013
5	3207	2000
5	2900	3031
5	3207	2012
5	3203	2015
5	3207	1004
5	3704	1004
5	2900	2000
5	2900	2004
5	3207	3006
5	2900	3016

5	3207	2007
5	2900	3015
5	3207	2008
5	3205	1005
5	3203	2012
5	2900	1014
5	2400	3016
5	3207	1003
5	3203	2010
5	2900	2003
5	2900	3032
5	3203	2008
5	2900	3025
5	3207	2003
5	3207	2001
5	3203	2002
5	3203	2003
5	2900	1015
5	3704	1001
5	2900	3003
5	3203	2011
5	3207	2011
5	3203	2016
5	3704	1003
5	2900	2001
5	2900	3004
5	2900	2002
5	2900	1009
5	3207	3001
5	2900	3007
5	3207	3005
5	3205	1006
5	2900	1010
5	3203	2006
5	2900	1008
5	2900	3008
5	3207	3003
5	2900	3037
5	3207	3002
5	3704	1002

5	2900	1013
5	3203	2005
5	3203	2004
5	3207	3004
5	3203	2026
5	3203	2000
5	2400	3013
5	3206	1035
5	2900	3005
5	3207	1005
5	3207	2004
5	3207	1002
5	3207	1001
5	3203	2001
5	2900	1012
5	2900	1011
5	2900	3019
5	3207	2005
5	3207	3000
5	3206	1026
5	3207	2006
5	3207	2009
5	2900	3018
5	3207	1000
5	3203	2007
5	3704	1000
5	3203	2009
5	2900	3028
5	3206	1030
5	3206	1034
5	2900	3020
5	3206	1037
5	3206	1033
5	3206	1007
5	2900	3023
5	3206	1003
5	3203	1017
5	3203	1007
5	3203	1005
5	3206	1019

5	3206	1038
5	2900	1005
5	3206	1031
5	3704	4014
5	3206	1027
5	3203	1018
5	2900	3029
5	3704	4010
5	2900	1004
5	2900	3009
5	3206	1020
5	3206	1002
5	3206	1025
5	3206	1040
5	3203	1003
5	2900	3021
5	2900	1007
5	2900	1006
5	3206	1029
5	3203	1011
5	2900	3006
5	3206	1028
5	3203	1004
5	3704	4016
5	3206	1011
5	3206	1021
5	3203	1013
5	3206	1039
5	3206	1006
5	3206	1018
5	3206	1016
5	3203	1014
5	2501	3020
5	3203	1006
5	3206	1008
5	3206	1036
5	2900	1003
5	2900	3022
5	2501	3019
5	3203	1010

5	3203	1015
5	3203	1008
5	3206	1009
5	3203	1009
5	3203	1016
5	3206	1000
5	2900	3024
5	2900	1002
5	3206	1005
5	3203	1001
5	2501	3021
5	3704	4015
5	2900	3001
5	3203	1012
5	3206	1001
5	3704	4005
5	3704	4000
5	3206	1017
5	3206	1024
5	3206	1022
5	3206	1032
5	3704	4004
5	3203	1002
5	3206	1023
5	3704	4001
5	3206	1010
5	2900	3002
5	3206	1004
5	2900	1001
5	3704	4003
5	2900	1000
5	3203	1000
5	3704	4002
5	2900	3000
5	2900	3027
5	3206	1015
5	3206	1014
5	3206	1012
5	3206	1013
5	3502	2019

5	3502	1019
5	3502	2020
5	3502	1024
5	3502	2018
5	3502	2016
5	3301	1025
5	3301	1026
5	3301	1021
5	3502	1023
5	3502	2023
5	3301	1024
5	2800	4014
5	3301	1019
5	3301	1022
5	2501	3022
5	2800	3009
5	3301	1018
5	2501	3024
5	3502	1020
5	3301	1020
5	3301	1011
5	2800	3005
5	2800	3010
5	3502	2022
5	3301	1006
5	2501	3023
5	3301	1008
5	2800	3004
5	2501	3018
5	3301	1017
5	3301	1012
5	3301	1016
5	3301	1010
5	3502	2017
5	2800	4012
5	2800	3007
5	3502	2009
5	3301	1007
5	3502	2010
5	3301	1023

5	2800	4015
5	3301	1009
5	2501	3017
5	2800	3003
5	2800	3006
5	2800	4010
5	3502	1017
5	3301	1013
5	2800	3008
5	3301	1014
5	3301	1015
5	3502	1021
5	3502	1022
5	2800	3002
5	2800	3001
5	2800	4013
5	3502	1012
5	3502	1011
5	2800	4017
5	2501	3012
5	3301	1005
5	3301	2008
5	3301	3003
5	3301	3006
5	2800	3000
5	2800	4016
5	3301	2010
5	3301	3008
5	3301	2009
5	2800	4018
5	2800	4007
5	2800	4008
5	2800	2009
5	3301	1000
5	2501	3013
5	3502	1018
5	3301	3000
5	3301	1002
5	3502	2011
5	3301	3009

5	3301	3001
5	3301	2011
5	3301	3004
5	3301	3010
5	2800	4011
5	2800	4005
5	2800	4019
5	2800	4002
5	2800	4003
5	2800	4000
5	2800	2006
5	2800	2002
5	2800	4009
5	2800	2000
5	2800	2008
5	2501	3007
5	2800	2001
5	3502	2024
5	2800	2005
5	2800	2004
5	3301	2004
5	3502	2008
5	2800	2007
5	3301	3005
5	2800	4004
5	2800	4001
5	3502	1013
5	3301	3007
5	2800	4006
5	3301	3002
5	3301	1001
5	2800	2003
5	3301	2003
5	3301	2006
5	3502	1025
5	3301	1004
5	3301	2005
5	3301	2007
5	3301	2000
5	2800	5018

5	3502	2025
5	3502	2012
5	3301	2002
5	3301	2001
5	3502	2021
5	2800	5017
5	3302	1027
5	3502	1010
5	3502	2013
5	3502	2015
5	3301	1003
5	3502	1006
5	3502	2014
5	3502	1014
5	3502	1005
5	2800	5016
5	3502	2004
5	3502	1016
5	3502	1008
5	3502	2002
5	3302	1026
5	3502	1007
5	3502	1015
5	3502	2007
5	3502	2006
5	3502	1004
5	3502	2003
5	3502	1003
5	3502	1002
5	3502	1001
5	3502	1000
5	3502	2005
5	3502	2001
5	3502	2000

F. DISTRICT SIX shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
6	6802	3013
6	6802	3034
6	6802	3006
6	6802	1002
6	6802	1000
6	6802	1003
6	3711	1014
6	3708	1012
6	3708	1011
6	3708	2009
6	3711	2007
6	3708	2007
6	3708	2006
6	3711	2006
6	6804	2015
6	6804	2014
6	3708	2004
6	6804	2009
6	3708	2008
6	3708	2005
6	3708	2003
6	3708	2002
6	3708	2001
6	3711	2005
6	3708	2000
6	3708	1008
6	3708	1009
6	3708	1007
6	3708	3006
6	3708	1010
6	3708	1004
6	3708	3007
6	3708	3005
6	3708	3004
6	3708	3002
6	3711	2003

6	6804	2001
6	3708	1001
6	3708	1006
6	3708	1000
6	3708	3003
6	3708	1003
6	3708	3000
6	3708	1005
6	3711	2004
6	3708	3001
6	3708	1002
6	3711	2001
6	3711	2000
6	3711	2002
6	3705	2007
6	3705	3008
6	3705	2005
6	3706	2014
6	3705	3005
6	3705	2006
6	3706	2015
6	3706	2008
6	3705	2004
6	3705	3006
6	3706	2007
6	3706	2012
6	3705	3004
6	3706	2004
6	3705	2003
6	3706	2011
6	3705	2002
6	3706	2005
6	3705	3003
6	3706	2013
6	3705	2001
6	3706	2002
6	3705	2000
6	3706	2006
6	3706	2010
6	3706	2009

6	3706	1009
6	3705	1011
6	3706	2003
6	3705	3007
6	3705	3001
6	3705	3002
6	3706	1011
6	3706	2001
6	3706	2000
6	3705	3000
6	3706	1010
6	3706	1007
6	3705	1010
6	3705	1005
6	3706	1008
6	3705	1007
6	3705	1006
6	3706	1004
6	3706	1001
6	3705	1004
6	3705	1008
6	3706	1005
6	3706	1002
6	3705	1009
6	3705	1001
6	3705	1000
6	3705	1003
6	3706	1003
6	3705	1002
6	3706	1000
6	3706	1006
6	3703	2009
6	3703	2012
6	3703	1012
6	3704	3028
6	3704	2017
6	3703	1011
6	3703	2013
6	3704	3022
6	3704	3029

6	3704	2016
6	3704	3023
6	3703	1009
6	3703	1010
6	3704	3031
6	6411	3011
6	3704	3011
6	3703	2010
6	6411	3002
6	3704	3024
6	3703	1006
6	6411	3001
6	3703	1007
6	3704	3030
6	3704	3012
6	6411	3000
6	3704	4006
6	3704	3014
6	3704	2013
6	3704	4011
6	3703	2008
6	3704	2018
6	3704	2019
6	3704	3025
6	3704	3013
6	3704	3027
6	3704	3020
6	3703	2011
6	3704	3019
6	3704	2012
6	3704	3026
6	3704	3021
6	3704	3018
6	3703	1008
6	3704	3016
6	3704	2020
6	3703	2006
6	3704	2011
6	3704	4012
6	3704	3015

6	3704	3009
6	3704	2002
6	3704	2014
6	3704	2007
6	3704	3017
6	3704	2001
6	6411	1009
6	3703	2005
6	3703	1005
6	3704	4007
6	3704	3008
6	3704	3010
6	3704	3004
6	3704	2008
6	3704	3001
6	3704	2010
6	3704	4009
6	3704	3002
6	3704	2003
6	3704	2004
6	3704	2000
6	3704	3000
6	3704	2009
6	3704	3007
6	3704	2006
6	3704	2005
6	3704	4008
6	3703	2007
6	3606	1010
6	3606	2016
6	3606	1011
6	3606	1017
6	3606	1018
6	3704	3006
6	3606	2012
6	3704	3003
6	3606	2013
6	3703	1003
6	3606	2014
6	3606	1016

6	3704	3005
6	3606	2010
6	3606	1012
6	3606	2015
6	3703	1002
6	3606	2004
6	3703	1001
6	3606	2008
6	3606	1015
6	3606	2009
6	3703	1004
6	3703	2001
6	3607	2010
6	3606	1013
6	3606	2002
6	3606	1008
6	3606	2005
6	3606	2003
6	3606	2011
6	3703	2003
6	3607	2011
6	3606	1014
6	3606	2007
6	3607	2009
6	3606	1005
6	3606	1009
6	3606	1007
6	3703	2002
6	3703	2000
6	3607	2008
6	3703	1000
6	3607	2004
6	3607	2012
6	3606	1006
6	3606	2001
6	3703	2004
6	3606	1019
6	3606	2006
6	3607	2006
6	3606	1004

6	3606	1003
6	3606	2000
6	3607	2007
6	3607	2005
6	3607	2013
6	3607	1010
6	3607	1011
6	3607	2000
6	3607	2003
6	3607	1012
6	3607	2002
6	3607	1009
6	3607	2001
6	3607	1007
6	3607	1006
6	3607	1005
6	3607	1008
6	3606	3000
6	3607	3006
6	3606	1002
6	3607	3008
6	3607	3010
6	3607	1004
6	3607	3005
6	3606	1001
6	3607	3000
6	3607	3011
6	3607	3001
6	3607	3007
6	3607	1003
6	3607	3009
6	3607	3002
6	3607	1002
6	3607	3004
6	3607	3003
6	3607	1000
6	3607	1001

G. DISTRICT SEVEN shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
7	6411	3007
7	6409	3011
7	6411	1006
7	6409	3010
7	6409	3004
7	6411	1007
7	6409	3006
7	6411	1012
7	6411	1004
7	6411	1005
7	6409	3007
7	6409	3008
7	6409	3009
7	6411	2013
7	6409	3005
7	6409	1001
7	6409	1019
7	6403	2027
7	6411	2010
7	6409	3003
7	6403	2018
7	6409	1000
7	6403	2033
7	6411	2001
7	6409	3002
7	6409	3000
7	6411	2011
7	6403	2003
7	6411	2012
7	6409	3001
7	6403	1032
7	6403	1031
7	6403	1033
7	6411	2000
7	6403	1030
7	6403	2017

7	6411	4003
7	6411	4004
7	6403	1034
7	6411	4000
7	6411	4002
7	6403	1029
7	6403	1011
7	6411	4001
7	6403	1013
7	6403	2016
7	6403	1025
7	6403	1023
7	6403	1027
7	6403	1024
7	6403	1028
7	6403	1012
7	6403	1014
7	6403	1026
7	6403	1015
7	6403	1016
7	6403	1021
7	6403	1008
7	3606	1000
7	3502	1009
7	6403	1022
7	3501	2022
7	6403	2000
7	6403	2005
7	3501	2006
7	3602	3001
7	3501	2033
7	3501	2027
7	980000	1004
7	6403	1000
7	3501	2034
7	3501	2028
7	3501	2030
7	3501	2001
7	980000	1005
7	3501	2004

7	6402	1056
7	3501	2014
7	3501	2029
7	980000	1002
7	6403	1005
7	3602	3002
7	6403	1006
7	3602	3004
7	3501	2016
7	3501	3012
7	3501	2023
7	6402	1057
7	3501	2031
7	980000	1006
7	6403	1007
7	3501	2026
7	3501	2010
7	6402	1052
7	6403	2029
7	6402	1054
7	3501	3010
7	6402	1025
7	3501	2012
7	6402	1024
7	3501	2032
7	6402	1055
7	6402	1053
7	3501	3011
7	6402	1027
7	980000	1007
7	6402	3026
7	3501	2018
7	980000	1001
7	6402	1049
7	980000	1008
7	6402	1050
7	6402	1023
7	3501	3009
7	6402	1018
7	3501	2009

7	6402	1026
7	3602	3000
7	3602	3003
7	6402	1051
7	6402	1008
7	6402	1020
7	3501	3008
7	6402	1048
7	6402	1047
7	3501	2003
7	3501	2002
7	6402	1044
7	6402	1019
7	3501	2005
7	3501	2024
7	6402	1022
7	6402	1006
7	3501	2020
7	3501	2019
7	6402	1041
7	6402	1004
7	6402	1042
7	3501	2007
7	6402	1017
7	3501	2011
7	6402	1015
7	6402	1043
7	6402	1009
7	3501	2015
7	980000	1000
7	6402	1021
7	6402	1040
7	6402	1039
7	6402	1016
7	3501	3003
7	6403	2004
7	3501	2000
7	6403	2008
7	6402	1037
7	6402	1038

7	3501	3002
7	6402	1007
7	3602	2016
7	3501	2008
7	3602	2014
7	6402	1014
7	6402	1036
7	6402	1035
7	3501	3007
7	3602	2015
7	3501	2025
7	3501	1020
7	980000	1003
7	6402	1033
7	6402	1034
7	3602	1006
7	3602	2010
7	3501	3006
7	3602	1005
7	6402	3023
7	6402	1032
7	6402	1031
7	6402	1010
7	6402	1005
7	3501	3001
7	3602	1007
7	3501	1021
7	3602	2011
7	3602	1004
7	6402	1029
7	3608	1025
7	6402	1030
7	3501	1022
7	3501	3005
7	3501	3004
7	3602	1009
7	6402	3020
7	3501	3000
7	6402	1028
7	6402	1011

7	3602	2013
7	3501	2013
7	3501	1019
7	3501	1018
7	6402	1003
7	3602	1003
7	3602	2012
7	3602	1008
7	3501	2017
7	6403	2009
7	3602	2003
7	3602	2008
7	3608	1024
7	3501	2021
7	3608	1023
7	3602	2006
7	3602	2009
7	3602	1000
7	3602	1002
7	3602	2007
7	3302	2005
7	6402	1046
7	3602	2005
7	3501	1017
7	3602	1001
7	3602	2004
7	3501	1015
7	3501	1016
7	6402	1002
7	3501	1012
7	6402	3006
7	3302	2000
7	3501	1004
7	3501	1014
7	6402	1045
7	6402	1001
7	3608	1019
7	3501	1013
7	3608	1021
7	3608	1015

7	3608	1005
7	3602	2000
7	3608	1018
7	3501	1003
7	3302	2007
7	3608	1008
7	3608	1014
7	3608	1012
7	3608	1001
7	3608	1003
7	3608	1007
7	3302	2001
7	3602	2002
7	3302	2006
7	3501	1011
7	6403	2010
7	3302	2009
7	3608	1006
7	3608	1028
7	3302	2003
7	3608	1009
7	3608	1004
7	3602	2001
7	3501	1010
7	3608	1016
7	3501	1002
7	3608	1020
7	3501	1009
7	3405	1027
7	3608	1010
7	3608	1013
7	3608	1002
7	3608	1026
7	3405	1026
7	3405	1034
7	6402	1013
7	3404	1024
7	3404	1025
7	3404	1026
7	3302	2008

7	3404	1019
7	3404	1020
7	3608	1027
7	3302	2002
7	3501	1000
7	6403	2007
7	3608	1011
7	3404	1027
7	3405	1023
7	6402	1012
7	3608	1017
7	3405	1028
7	3405	1029
7	3405	1018
7	3501	1007
7	3302	2004
7	3405	1012
7	3608	1029
7	3406	1009
7	3404	1036
7	3405	1024
7	3404	1018
7	3501	1006
7	3405	1030
7	3501	1005
7	3406	1004
7	3608	1022
7	6402	3018
7	3406	2017
7	3406	2016
7	3404	1037
7	3501	1008
7	3404	1031
7	3405	1031
7	3405	1033
7	3406	1008
7	3608	1000
7	3405	1011
7	3404	1029
7	3404	1021

7	3404	1028
7	3406	1002
7	3501	1001
7	3405	1022
7	3405	1032
7	3405	1025
7	3405	1016
7	3405	1021
7	3405	1002
7	3405	1020
7	3405	1017
7	3405	1001
7	3406	2021
7	3406	2009
7	3404	1017
7	3406	3002
7	3405	1019
7	3406	3001
7	3405	1003
7	3405	1013
7	3404	1032
7	3406	2018
7	3406	1005
7	3406	2019
7	3406	2015
7	3406	2007
7	3404	1022
7	3406	2014
7	3406	2020
7	3404	1030
7	3405	1015
7	3405	1000
7	3406	1001
7	3406	3003
7	3404	1034
7	3405	1014
7	3406	1007
7	3406	2008
7	3406	2006
7	3404	1033

7	3408	2011
7	3406	1003
7	3404	1035
7	3405	1006
7	3406	1006
7	3408	2012
7	3404	1014
7	3406	2013
7	3404	1010
7	3404	1009
7	3405	1009
7	3404	1023
7	3405	1004
7	3408	2007
7	3405	1005
7	3405	1010
7	3405	1008
7	3404	1016
7	3408	2008
7	3406	2011
7	3406	2012
7	3406	2010
7	3404	1011
7	3406	3000
7	3406	1011
7	3404	1015
7	3408	2006
7	3406	1000
7	3406	1010
7	3408	2005
7	3404	1008
7	3408	2004
7	3410	2028
7	3406	2000
7	3406	2002
7	3406	2001
7	3406	2003
7	3408	2003
7	3404	1003
7	3406	2005

7	3408	2010
7	3404	1013
7	3404	1012
7	3404	1006
7	3404	1007
7	3406	2004
7	3405	1007
7	3408	3014
7	3408	2001
7	3408	2002
7	3408	2009
7	3404	1002
7	3408	1015
7	3410	2029
7	3408	3003
7	3408	3011
7	3404	1004
7	3408	2000
7	3404	1005
7	3404	1001
7	3408	3018
7	3404	1000
7	3408	1014
7	3408	3017
7	3408	3012
7	3410	2009
7	3410	2030
7	3408	3010
7	3408	3009
7	3408	3015
7	3408	3001
7	3410	2011
7	3410	2008
7	3408	3013
7	3408	1013
7	3408	3016
7	3408	3004
7	3408	3008
7	3408	3002
7	3408	1012

7	3402	3001
7	3408	3007
7	3410	2010
7	3408	1008
7	3408	1016
7	3408	3006
7	3408	1009
7	3410	2002
7	3410	2006
7	3402	3003
7	3408	1010
7	3408	1007
7	3410	2001
7	3410	2005
7	3408	1004
7	3410	2004
7	3410	2018
7	3410	2007
7	3408	1011
7	3408	1003
7	3410	1017
7	3402	3000
7	3408	1005
7	3408	3005
7	3408	1006
7	3410	2003
7	3402	3002
7	3410	2012
7	3410	2000
7	3408	3000
7	3410	1016
7	3410	2013
7	3408	1002
7	3410	1007
7	3402	2012
7	3402	2013
7	3410	1006
7	3408	1000
7	3408	1001
7	3410	1009

7	3410	1012
7	3410	1010
7	3410	1011
7	3410	1008
7	3410	1013

SECTION TWO: The Council finds that each of the above-described districts is formed of contiguous, and to the extent reasonably possible, compact territory.

SECTION THREE: The Council finds that each above-described district contains as nearly as is reasonable the same population.

SECTION FOUR: A map showing the boundaries of these Council districts is attached hereto and incorporated herein by reference.

SECTION FIVE: This Ordinance shall become effective upon its adoption and publication as required by law and shall apply to the first regular election held more than six months after it becomes effective and to all municipal elections, regular or special, held after the first regular election.

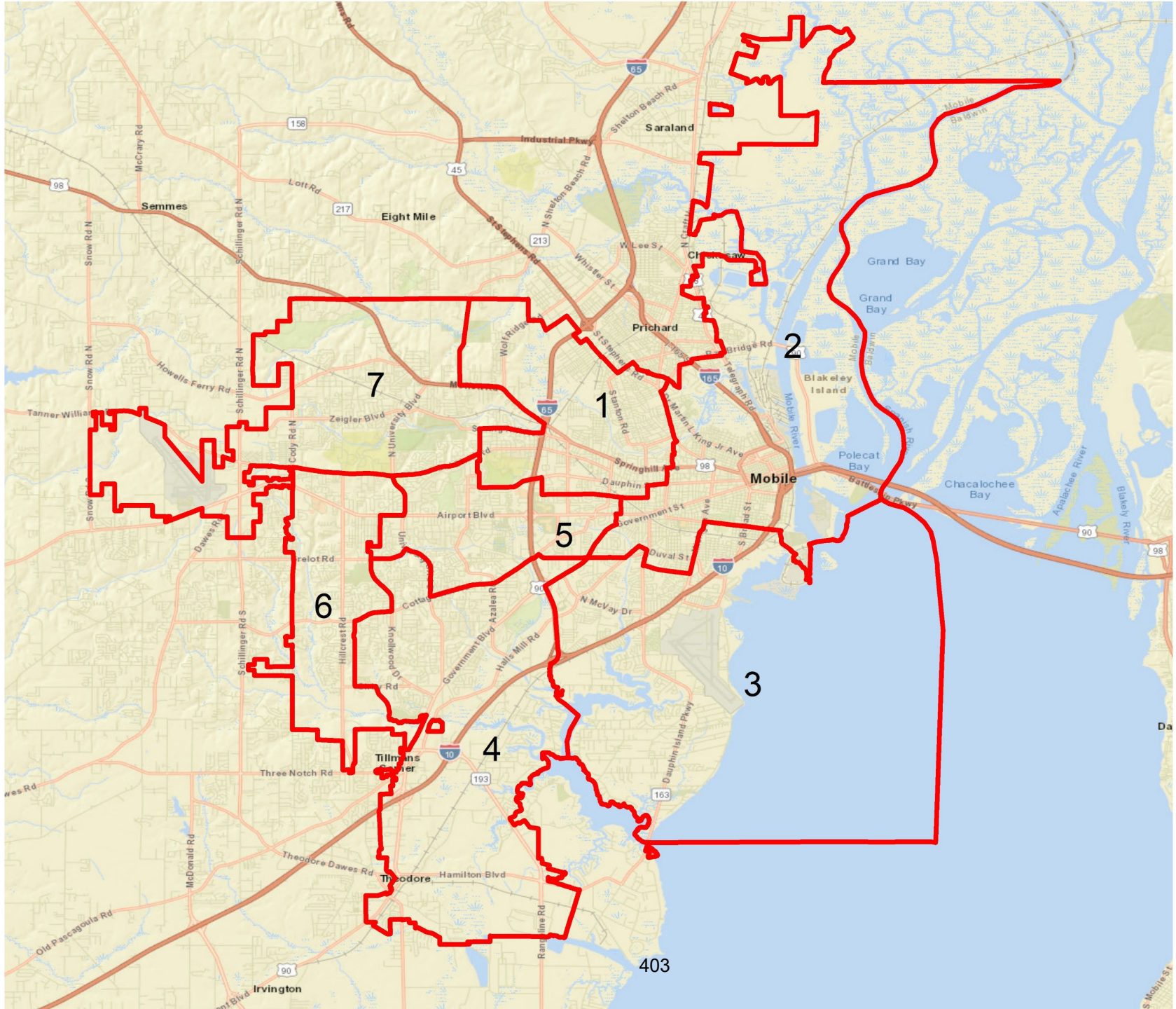
Adopted:

_____
City Clerk

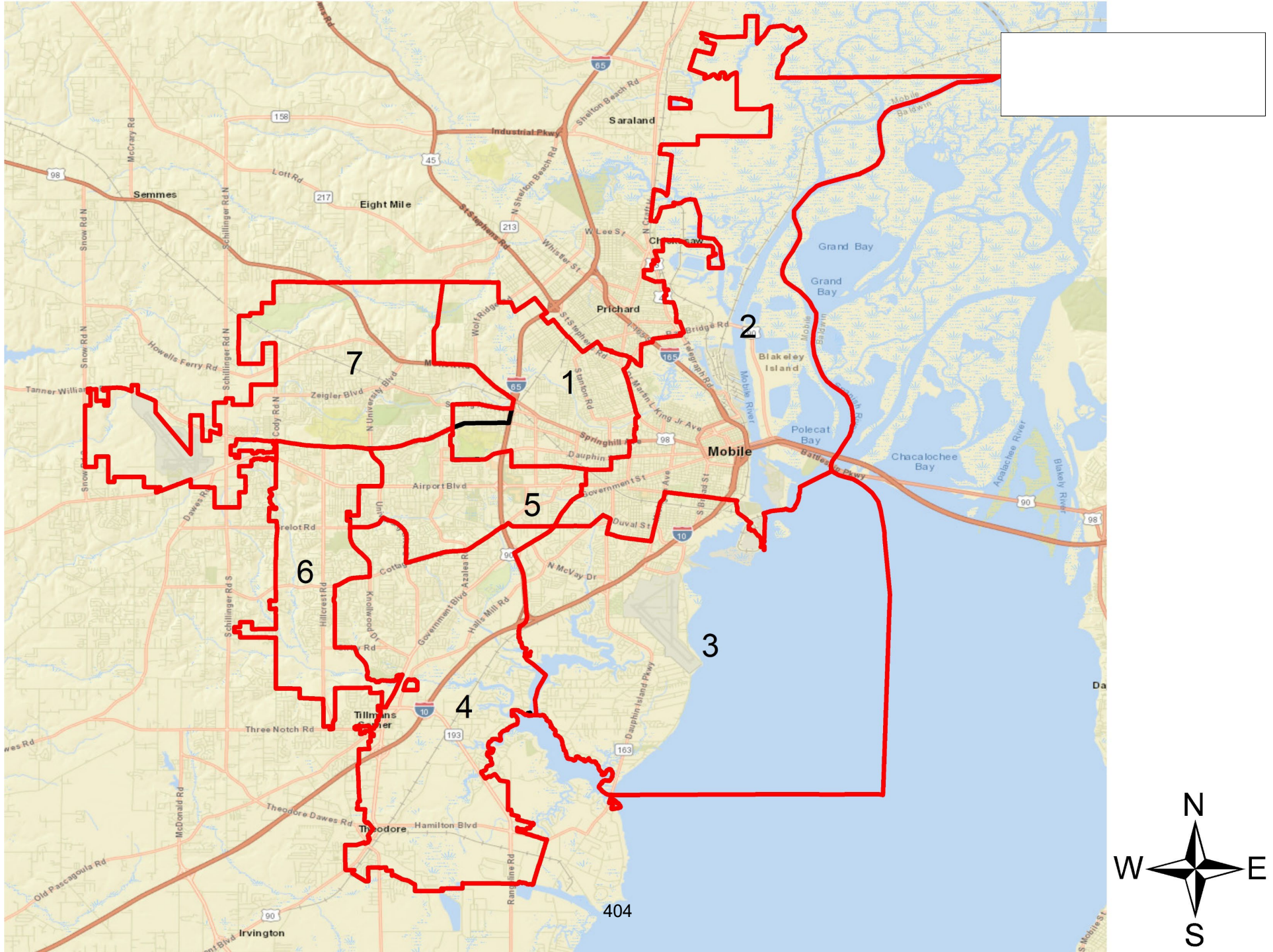
Map Updates

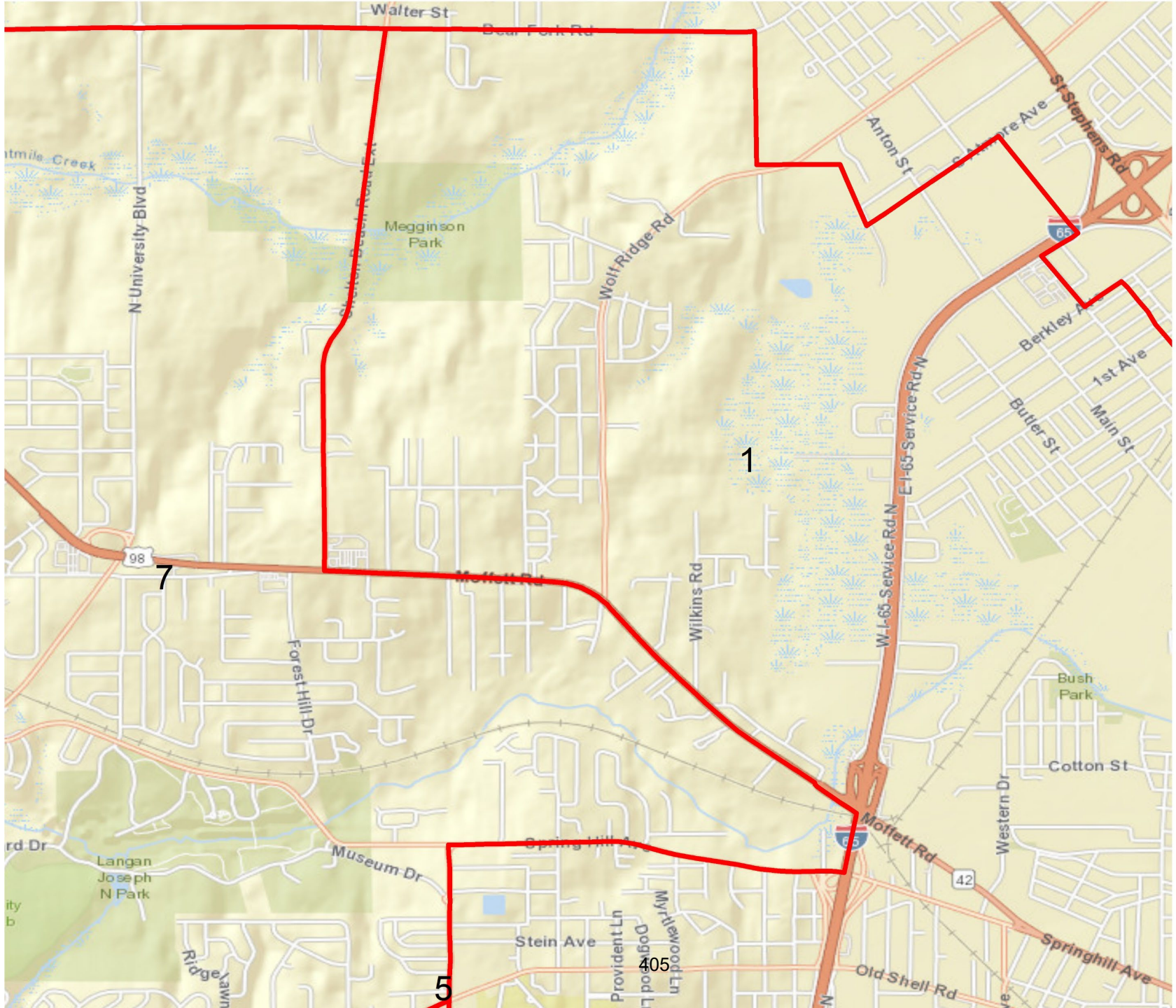
New Map Rendition

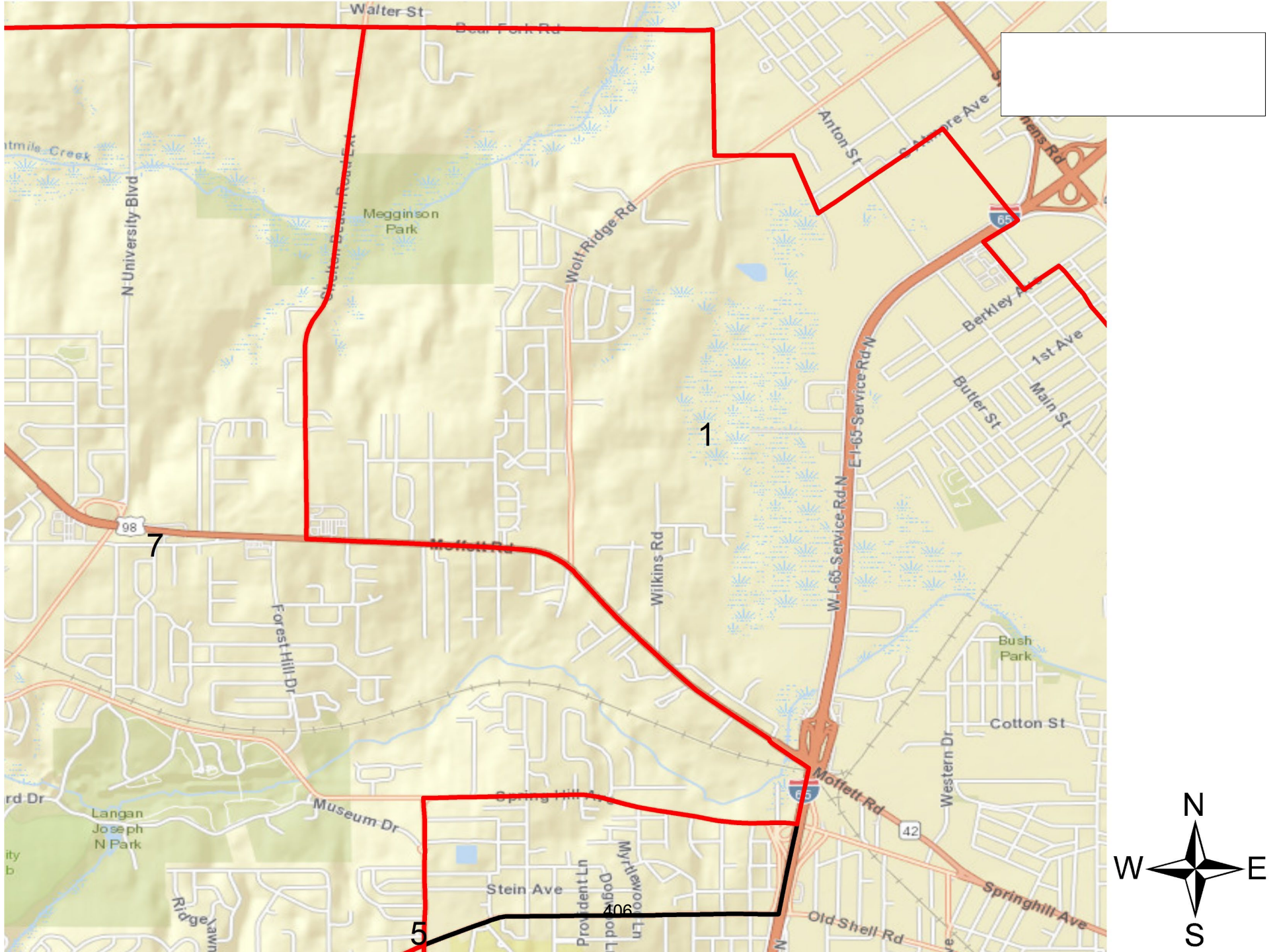
- Takes measures to unpack Districts 1 & 7 using the least amount of change possible
- Maps show proposed map from the mayor and where ours deviate


7
1
2
5
6
3
4
403
Semmes
Eight Mile
Saraland
Prichard
Mobile
Blakeley Island
Grand Bay
Polecat Bay
Chacalochee Bay
Tillmans Corner
Theodore
Irvington
Three Notch Rd
Airport Blvd
Zeigler Blvd
Springhill
Dauphin
Government St
Duval St
N McVay Dr
Halls Mill Rd
Hillcrest Rd
Schillinger Rd N
Schillinger Rd S
Snow Rd N
Howells Ferry Rd
Lott Rd
Industrial Pkwy
Shelton Beach Rd
St Stephens Rd
Wolf Ridge Rd
Stanton Rd
Martin L King Jr Ave
Telegraph Rd
Mobile River
Dauphin Island Pkwy
Theodore Dawes Rd
Hamilton Blvd
Old Pascagoula Rd
McDonald Rd
Rangeline Rd
Cody Rd N
N University Blvd
Dawes Rd
Cottage Hill Rd
Knollwood Dr
Government Blvd
Azalea Rd
Whistler St
W Lee St
Bridge Rd
Mobile
Baldwin
Apalachee River
Blakely River
Battleship Pkwy
158
98
45
65
217
213
10
90
193
163
165

N
W E
S


1
2
3
4
5
6
7
Mobile
Prichard
Saraland
Semmes
Eight Mile
Tillmans Corner
Theodore
Irvington
Blakeley Island
Grand Bay
Polecat Bay
Chacalochee Bay
Dauphin Island Pkwy
Three Notch Rd
Airport Blvd
Springhill
Government St
Zeigler Blvd
Hamilton Blvd
Theodore Dawes Rd
Old Pascagoula Rd
Howells Ferry Rd
Schillinger Rd N
Schillinger Rd S
Snow Rd N
Industrial Pkwy
Shelton Beach Rd
Lott Rd
St Stephens Rd
Wolf Ridge Rd
Telegraph Rd
Martin L King Jr Ave
Duval St
N McVay Dr
Halls Mill Rd
Hillcrest Rd
Cody Rd N
N University Blvd
Stanton Rd
Dawes Rd
McDonald Rd
Rangeline Rd
Mobile River
Apalachee River
Blakely River
Mobile Bay
Baldwin
404
N
S
E
W


Walter St
Bear Fork Rd
Megginson Park
N University Blvd
Wolf Ridge Rd
Anton St
St Stephens Rd
65
Berkley Ave
1st Ave
Main St
Butler St
E I-65 Service Rd N
W I-65 Service Rd N
1
98
7
Moffett Rd
Forest Hill Dr
Wilkins Rd
Bush Park
Cotton St
Western Dr
Langan Joseph N Park
Museum Dr
Spring Hill Ave
Stein Ave
Provident Ln
Myrtlewood Ln
Old Shell Rd
Springhill Ave
42
5
405
N
W
E
S


Walter St
Bear Fork Rd
Megginson Park
N University Blvd
Wolf Ridge Rd
Anton St
Berkley Ave
1st Ave
Main St
Butler St
E I-65 Service Rd N
W I-65 Service Rd N
Wilkins Rd
Forest Hill Dr
Moffett Rd
98
1
7
5
406
Bush Park
Cotton St
Western Dr
Museum Dr
Langan Joseph N Park
Stein Ave
Myrtlewood Ln
Dogwood Ln
Provident Ln
Old Shell Rd
Springhill Ave
42
65
N
W
E
S

DISTRICT	POPULATION	WHITE	Black	%White	% Black
1	26905	7921	18143	29.44%	67.43%
2	27014	8466	17630	31.34%	65.26%
3	25394	5653	18831	22.26%	74.16%
4	26828	15051	9470	56.10%	35.30%
5	27654	12401	12653	44.84%	45.75%
6	28024	17232	8036	61.49%	28.68%
7	25222	9551	14435	37.87%	57.23%
Total	187041	76275	99198	40.78%	53.04%
DISTRICT	VAP	White VAP	Black VAP	% White VAP	% Black VAP
1	21047	6626	13795	31.48%	65.54%
2	21833	7383	13712	33.82%	62.80%
3	18639	4957	13022	26.59%	69.86%
4	21457	12682	7039	59.10%	32.81%
5	21092	10302	8811	48.84%	41.77%
6	22678	14731	5869	64.96%	25.88%
7	19276	8101	10249	42.03%	53.17%
Total	146022	64782	72497	44.36%	49.65%

Mayor’s Map Tables

DISTRICT	POPULATION	WHITE	Black	%White	% Black
1	25400	6616	18040	26.05%	71.02%
2	26994	8457	17622	31.33%	65.28%
3	25414	5662	18839	22.28%	74.13%
4	26828	15051	9470	56.10%	35.30%
5	27654	12401	12653	44.84%	45.75%
6	28024	17232	8036	61.49%	28.68%
7	26727	10856	14538	40.62%	54.39%
Total	187041	76275	99198	40.78%	53.04%

DISTRICT	VAP	White VAP	Black VAP	% White VAP	% Black VAP
1	19919	5637	13727	28.30%	68.91%
2	21813	7374	13704	33.81%	62.82%
3	18659	4966	13030	26.61%	69.83%
4	21457	12682	7039	59.10%	32.81%
5	21092	10302	8811	48.84%	41.77%
6	22678	14731	5869	64.96%	25.88%
7	20404	9090	10317	44.55%	50.56%
Total	146022	64782	72497	44.36%	49.65%

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution to Update the American Rescue Plan for 165 Dauphin Street	Cover Memo	5/12/2022

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	5/12/2022 - 12:22 PM
Mayors Office	Montgomery, Brandi	Approved	5/12/2022 - 2:35 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson;

WHEREAS, the City of Mobile receives direct grant funds from the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs authorized by Title I of the Housing and Community Development Act of 1974 and Title II of the Cranston-Gonzalez National Affordable Housing Act, respectively and as amended; and

WHEREAS, the City of Mobile receives direct grant funds from the United States Department of Treasury (Treasury) through the American Rescue Plan (ARP), under the Coronavirus State and Local Fiscal Recovery Fund, utilizing the allocation formula derived from Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Treasury has published its Final Rule for eligibility of program expenses which include HOME rules and regulations as safe harbor for affordable housing development expenses; and

WHEREAS, the HOME rules and regulations to be used as safe harbor for affordable housing development expenses shall include a minimum of 20 years restriction to any HOME or ARP unit within the development requiring that it remain affordable utilizing HUD income and rent limits released annually to the participating jurisdictions; and

WHEREAS, the HOME rules and regulations to be used as safe harbor for affordable housing development expenses shall also include annual property and records inspections for housing quality standards, code compliance, and project financial viability; and

WHEREAS, the City of Mobile published an affordable housing developer Request for Proposals on October 6, 2021 which announced multiple funding availabilities including CDBG, HOME, and ARP; and

WHEREAS, the City of Mobile has received a proposal from Gulf Coast Housing Partnership, Inc. that meets multiple criteria including those related to being a qualified developer, being near shovel-ready, elimination of blight, leverage of other funds, historic preservation, workforce housing, economic impact, and the goal of the HUD Office of Fair Housing and Equal Opportunity to increase dedicated affordable housing in high opportunity areas.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the American Rescue Plan Action Plan of the City of Mobile is updated to reflect the project located at 165 Dauphin Street Mobile, AL with an estimated overall cost of

$32,000,000, of which up to $8,000,000 be provided in the form of a loan by the City of Mobile through federal resources to Gulf Coast Housing Partnership, Inc., or its designee, for the purpose of redeveloping the structure into a workforce and affordable housing development with a minimum 95 units of housing for income qualified residents with a portion of the ground floor space available for commercial development:

BE IT FURTHER RESOLVED that the Mayor, or his designee, is directed and authorized to act on behalf of the City of Mobile in the filing the update to the American Rescue Plan Action Plan with Treasury, and that this authorization extends to the execution of all required certifications, agreements, and loan documents as well as all other actions required by said Federal funds.

A copy of this Amendment shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of PO for purchase of fuel for the Wave Transit.

Amount of Contract:
Total of all is $118,597.50.

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

ATTACHMENTS:

Description	Type	Upload Date
20220608 Agenda Package Wave Fuel POs	Cover Memo	6/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 12:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
10751	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$39,532.50	(279229) PETROLEUM TRADERS CORPORATION
10754	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$39,532.50	(279229) PETROLEUM TRADERS CORPORATION
10755	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$39,532.50	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00010751-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	5.25000	39532.50
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			39532.50
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7530.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00010751-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 39532.50

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	39532.50	281853.99
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	06/07/22	JAMES NEESE JR	GL Allocation changed
Approved	06/07/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	06/07/22	DONALD ROSE	Auto approved by: 910514396
Approved	06/07/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	06/07/22	JOHN PAINE	Auto approved by: 910514396

Bill To	Requisition 00010751-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00010754-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	5.25000	39532.50
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			39532.50
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7530.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00010754-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 39532.50

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	39532.50	281853.99
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	06/07/22	JAMES NEESE JR	GL Allocation changed
Approved	06/07/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	06/07/22	DONALD ROSE	Auto approved by: 910514396
Approved	06/07/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	06/07/22	JOHN PAINE	Auto approved by: 910514396

Bill To	Requisition 00010754-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00010755-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7530.00 GALLON	5.25000	39532.50
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			39532.50
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7530.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00010755-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 39532.50

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	39532.50	281853.99
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	06/07/22	JAMES NEESE JR	GL Allocation changed
Approved	06/07/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	06/07/22	DONALD ROSE	Auto approved by: 910514396
Approved	06/07/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	06/07/22	JOHN PAINE	Auto approved by: 910514396

Bill To	Requisition 00010755-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor 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 this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC for Ipads for MPRD.

General fund.

Amount of Contract:
$23,024.86

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220608 CDW Agenda Package POs	Cover Memo	6/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 12:01 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8998	2022	(2012) PARKS MAINTENANCE	17 APPLE IPAD TABLETS W/ACCESSORIES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$23,024.86	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008998-00 FY 2022
ACCOUNTS PAYABLE	PO 22009967
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	HANKINSC@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL 081419-CDW TECH CATALOG.			
001	ITEM: Apple 11 inch iPad Pro Wi Fi 3rd generation tablet 256 GB 11 Supplier Part No: 6512914 Manufacturer Part No: MHQV3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	13.00 EACH	890.28000	11573.64
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			11573.64
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	ITEM: OtterBox Defender Series Pro back cover for tablet	13.00 EACH	74.89000	973.57

Bill To	Requisition 00008998-00 FY 2022
ACCOUNTS PAYABLE	PO 22009967
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	HANKINSC@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Supplier Part No: 6542288 Manufacturer Part No: 77-82262 Manufacturer Name: OtterBox Supplier Quote No: 37171 NIGP: UNSPSC: 53121705			
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			973.57
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
003	ITEM: Apple 12 9 inch iPad Pro Wi Fi Cellular 5th generation tablet 256 G Supplier Part No: 6512900 Manufacturer Part No: MHNX3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	4.00 EACH	1387.53000	5550.12
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			5550.12

Bill To	Requisition 00008998-00 FY 2022
ACCOUNTS PAYABLE	PO 22009967
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	HANKINSC@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
004	ITEM: Apple Pencil 2nd Generation stylus for tablet Supplier Part No: 5337833 Manufacturer Part No: MU8F2AM/A Manufacturer Name: Apple Computer Supplier Quote No: 37171 NIGP: UNSPSC: 43211700	14.00 EACH	128.36000	1797.04
1	1000.40.20.2030.2012.2005.0000.0000.44020.			1797.04
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To			

Bill To	Requisition 00008998-00 FY 2022
ACCOUNTS PAYABLE	PO 22009967
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	HANKINSC@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
005	ITEM: CDW Product Protection Premium 3 Years iPad Supplier Part No: 6027449 Manufacturer Part No: CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No: 37171 NIGP: UNSPSC: 43000000	17.00 EACH	158.69000	2697.73
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			2697.73
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
006	ITEM: OtterBox Defender Series Pro back cover for tablet Supplier Part No: 6557688 Manufacturer Part No: 77-82269	4.00 EACH	108.19000	432.76

Bill To	Requisition 00008998-00 FY 2022
ACCOUNTS PAYABLE	PO 22009967
P O BOX 389	Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Converted Page 5

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	HANKINSC@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	272932				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Name: OtterBox			
	Supplier Quote No: 37171 NIGP:			
	UNSPSC: 53121705			
1	1000.40.20.2030.2012.2005.0000.0000.44020.			432.76
	Ship To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
	Delivery Reference			
	CATHY HANKINS			
	Deliver To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			

Requisition Link

Requisition Total 23024.86

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	23024.86	281853.99
PARKS MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	04/25/22	DANIEL OTTO	
Approved	04/26/22	DONNA MICHELE STANLEY	Auto approved by: 910516727

Bill To	Requisition 00008998-00 FY 2022
ACCOUNTS PAYABLE	PO 22009967
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
CDW GOVERNMENT LLC	LANGAN PARK DELIVERIES TO SAGE
230 N MILWAUKEE AVE	48 N. SAGE AVE.
	MOBILE, AL 36607
VERNON HILLS, IL 60061	HANKINSC@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/22	272932				PARKS MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/26/22	DONALD ROSE		Approved by: 9105fola	
	Approved	04/26/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	04/26/22	JOHN PAINE		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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www.cdwg.com/sourcewell

Category		Brands	CDW-G Contract 081419 CDW Discounts effective 12/1/2019
A	Accessories (A)	All Brands Excluding Apple	7.50%
B	Power, Cooling & Racks (B)	All Brands Excluding Apple	3.50%
C	Desktop Computers (C)	All Brands Excluding Apple	3.75%
D	Data Storage/Drives (D)	All Brands Excluding Apple	4.50%
E	Enterprise Storage (E)	All Brands Excluding Apple	7.75%
F	Point of Sale/Data Capture (F)	All Brands Excluding Apple	5.00%
H	Servers & Server Management (H)	All Brands Excluding Apple	5.25%
L	Notebook/Mobile Devices (L)	All Brands Excluding Apple	4.25%
N	NetComm Products (N)	All Brands Excluding Apple	9.00%
O	Carts and Furniture (O)	All Brands Excluding Apple	5.25%
P	Printing & Document Scanning (P)	All Brands Excluding Apple	3.25%
Q	Services (Partner Delivered) (Q)	All Brands Excluding Apple	7.25%
S	Software (S)	All Brands Excluding Apple	5.25%
T	Collaboration Hardware (T)	All Brands Excluding Apple	10.00%
V	Video & Audio (V)	All Brands Excluding Apple	7.00%
W	Cables (W)	All Brands Excluding Apple	13.00%
Q/WA	Warranties-Product Protection (WA)	All Brands Excluding Apple	7.50%
T/PB	Video Hardware (PB)	All Brands Excluding Apple	3.00%
V/IW	Interactive Whiteboards (IW)	All Brands Excluding Apple	0.00%
V/VT	Interactive Flat Panel Display (VT)	All Brands Excluding Apple	9.00%
L/NB/CBK	Chromebooks (CBK)	All Brands Excluding Apple	3.00%
S/NU/GCH	Google Chrome Management SaaS (GCH)	All Brands Excluding Apple	0.00%
All	All Categories	Apple	0.50%
	Amazon Web Services (AWS)	Amazon	0.00%
All Other	All Other Categories	All Brands	0.00%

2020-2021 CDW-G Professional Services Hourly Rates

Sourcewell Contract 081419-CDW

This Rate Sheet is intended to provide a baseline for pricing CDW Professional Services.

Role/Description	Hourly Rate (Maximum)
Associate Consulting Engineer	$175
Consulting Engineer	$215
Senior Consulting Engineer	$225
Technical Lead/Principal Consulting Engineer	$255
Enterprise Consulting Architect	$255
Business Consulting Analyst	$245
Project Administrator	$165
Project Manager	$210
Senior Project Manager	$215
Enterprise Project Manager, PMO Lead	$230
Program Manager	$230
Technical Architect	$350

Effective August 7, 2020

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. 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. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not 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 vendor exist. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase order to Coastal Tree Company for Airport Blvd ROW tree limb clearance and tree removal.

General Fund.

Amount of Contract:

$111,000.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220609 Coastal Agenda Package POs	Cover Memo	6/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 2:20 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
10889	2022	(2018) FORESTRY	AIRPORT BLVD ROW TREE LIMB CLEARANCE AND TREE REMOVAL (SEALED BID 5672)	$111,000.00	(296766) COASTAL TREE COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00010889-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
COASTAL TREE COMPANY	URBAN FORESTRY
5651NATCHEZ HWY	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILMER, AL 36587	PETER.TOLER@CITYOFMOBILE.ORG
USA	
Tel#678-488-7749	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	296766				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5672 AND YOUR QUOTE			
001	GOVERNMENT STREET TREE LIMB REMOVAL TO INCREASE THE CLEARANCE FOR STTREET TRAFFIC TO FIFTEN (15) ON AIRPORT BLVD EASTWARD FROM SAGE AVENUE TO ITS TERMINUS AT GOVERNMENT STREET WITH ADDITIONAL CLEARING ON GOVERNMENT AND HOUSTON STREETS AS DEFINED IN CITY OF MOBILE BID #5672	1.00 EACH	16000.00000	16000.00
1	1000.40.20.2070.2018.2070.0000.0000.42070.			16000.00
	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605			
	Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605			
002	AIRPORT BLVD TREE REMOVAL OF ALL MARKED TREES ON AIRPORT BLVD	1.00 EACH	86000.00000	86000.00

Bill To	Requisition 00010889-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
COASTAL TREE COMPANY	URBAN FORESTRY
5651NATCHEZ HWY	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILMER, AL 36587	PETER.TOLER@CITYOFMOBILE.ORG
USA	
Tel#678-488-7749	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	296766				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	EASTWARD FROM SAGE AVENUE TO ITS TERMINUS AT GOVERNMENT STREET WITH ADDITIONAL CLEARING ON GOVERNMENT AND HOUSTON STREETS AS DEFINED IN CITY OF MOBILE BID #5672.			
1	1000.40.20.2070.2018.2070.0000.0000.42070.			86000.00
	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605			
	Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605			
003	AIRPORT BLVD SIDEWALK LIMB REMOVAL ON AIRPORT BLVD EASTWARD FROM SAGE AVENUE TO ITS TERMINUS AT GOVERNMENT STREET WITH ADDITIONAL CLEARING ON GOVERNMENT AND HOUSTON STREETS AS DEFINED IN CITY OF MOBILE BID #5672	1.00 EACH	9000.00000	9000.00
1	1000.40.20.2070.2018.2070.0000.0000.47020.			9000.00

Bill To	Requisition 00010889-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
COASTAL TREE COMPANY	URBAN FORESTRY
5651NATCHEZ HWY	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILMER, AL 36587	PETER.TOLER@CITYOFMOBILE.ORG
USA	
Tel#678-488-7749	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	296766				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Requisition Total 111000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.		
	102000.00	180030.66
FORESTRY EXP CONTRACT LABOR		
1000.40.20.2070.2018.2070.0000.0000.47020.		
	9000.00	180030.66
FORESTRY EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Approved	06/09/22	KINA ANDREWS	Auto approved by: 910518527
Approved	06/09/22	JAMES DELAPP	
Approved	06/09/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	06/09/22	DONALD ROSE	Auto approved by: 9105paij

Bill To	Requisition 00010889-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
COASTAL TREE COMPANY	URBAN FORESTRY
5651NATCHEZ HWY	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILMER, AL 36587	PETER.TOLER@CITYOFMOBILE.ORG
USA	
Tel#678-488-7749	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	296766				FORESTRY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/09/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	06/09/22	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
04/18/2022	5672	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, FRIDAY, MAY 29, 2022

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

TREE LIMB AND TREE REMOVAL

Tree Limb Removal, Trimming and Tree Removal as per the following and attached.

Work is defined on the attached sheets pricing shall be placed on the attached pricing sheet.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A **Cashier's Check, Certified Check, Bank Draft** Or **Bid Bond** For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

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

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

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

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

Questions should be sent to purchasing@cityofmobile.org
Do Not Direct Questions to Departments. Questions posed Directly to Departments and Answers received are not official and will not be honored.

Only Questions and Answers delivered through the purchasing@cityofmobile.org will be official and honored.

Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order.

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

ROADWAY TREE LIMB REMOVAL $_____

TREE REMOVAL $_____

SIDEWALK LIMB REMOVAL $_____

SPECIFICATIONS FOR CORRIDOR PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadway to a height of fifteen feet (15') from the road surface and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

AIRPORT BLVD (both sides) from its intersection at SAGE AVENUE,
east until its junction with OLD GOVERNMENT ST at KENAN ST,
then OLD GOVERNMENT ST east until its junction with GOVERNMENT ST,
then GOVERNMENT ST, from its junction with OLD GOVERNMENT ST, west until its junction with HOUSTON STREET,
then north on HUSTON ST until its junction with OLD GOVERNMENT ST.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – ALTERNATE A

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of seven feet (7') along the specified roadway above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

    a. General Liability insurance- public liability including premises, products and complete operations.
        (1) Bodily injury liability:
            $250,000 each person
            $500,000 each occurrence
        (2) Property damage liability- $100,000 each occurrence.
            Or, (in lieu of (1) and (2) above
        (3) Bodily injury and property damage combined-

$500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability- $100,000 each occurrence.

Or, (in lieu of(l) and (2) above)
Bodily injury and property damage combined-
$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

10. Contractor will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in

the roadway or performing any activities that will affect traffic. Contractor may contact Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 15 (fifteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-

swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and Saturday, between the hours of 9:00 am an 4:00 pm.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 30 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

6. Prior to invoice payment, City of Mobile Forestry staff will confirm that the work is complete and in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:

1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
2. Copy of Bidder's City of Mobile business license.
3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

1. Register as a vendor with the City of Mobile.
2. Submit proof of enrollment in the Federal E-Verify program
3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope With the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and Opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions. All bids are F.O.B. Destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

ADDENDUM

CITY OF MOBILE BID #5672 FOR TREE LIMB & TREE REMOVAL

MAY 3, 2022

RE: City of Mobile Bid #5672 for Tree Limb & Tree Removal

Please consider the following to be ADDENDUM to City of Mobile Bid #5672 for Tree Limb & Tree Removal.

Please Change Opening Date & Time

From: 11:00am, FRIDAY, MAY 29, 2022

To: 12:01pm, THURSDAY, MAY 12, 2022

To Be Awarded on a Per Item Basis.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Right of way mowing services contract with Best Price Services for Michigan Avenue.

General fund.

Amount of Contract:
$77,000 per year up to three years

Funding Source

Project # 1004-2086-42070	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Best Price MIchigan Ave	Cover Memo	6/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	6/9/2022 - 8:35 AM
Legal	Kern, Chris	Approved	6/9/2022 - 12:38 PM
Legal	Kern, Chris	Approved	6/9/2022 - 12:38 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 2:13 PM

RESOLUTION

Sponsored by: Mayor 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 Best Price Services LLC, for the Right of Way Mowing of Michigan Ave between S. Broad St. to California St. for the current mowing season and extendable for two (2) additional mowing seasons with the mutual approval of the City of Mobile and the provider as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: _____ (Date) Item No. _____

Submitted by: PURCHASING (Department) JOHN PAINE (Department Head)

Sponsored by: WILLIAM S. STIMPSON (Name) MAYOR (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: RIGHT OF WAY MOWING MICHIGAN AVE. BETWEEN S. BROAD & CALIFORNIA

PURPOSE & SCOPE OF PROJECT:
TO PROVIDE RIGHT OF WAY MOWING SERVICES FOR CURRENT MOWING SEASON TO BE MOWED APPOX. 22 TIMES. COST TO MOW EACH TIME $ 3,500.00 PER MOWING

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $ 77,000.00 PER MOWING SEASON

FUNDING SOURCE:

Budget Item: 1004-2086-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

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

Effective date of contract: UPON COUNCIL APPROVAL

Renewal date of contract (if applicable): JANUARY 2023

If not bid, state reason: _____

How many bidders received bid packages (if applicable): 49

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this _____day of _____, 20___, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, BEST PRICE SERVICES LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

Michigan Ave between S Broad St to California St $3,500.00 per mowing

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.
   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   Or, (in lieu of (1) and (2) above
   (3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   (3) Or, (in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:
Best Price Services LLC c/o Anthony Richardson
7057 Forest Glenn Court
Irvington, AL 36544

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

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

PROVIDER,

Anthony V. Richardson, Its owner (title)

On behalf of Best Price Services, LLC

5/31/2022 Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the _____ day of _____, 20__, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

_____

Notary Public

My Commission expires on: _____

CITY,

_____

Its Mayor

_____ Date

ATTEST:

_____

City Clerk

_____ Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/21/2022	5662	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, April 8, 2022

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

RIGHT-OF-WAY MOWING SERVICES

The City of Mobile is seeking bids on mowing of City of Mobile Right-of- Ways as per the following and attached specifications.

Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below.

The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.

The City's desire is to have all areas mowed approximately 32 times between the award date and December 31, 2022. The mowing cycles will have all areas mowed on a 14-day cycle in April and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2022. Additional mowing may be required up to December 31, 2022.

A mandatory pre-bid meeting will be held approximately 1 week before bid opening.

Mandatory Pre-Bid meeting is scheduled for 8:30am on Friday, April 1, 2022 at 1900 Hurtel St, Mobile, AL 36605.

The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name Best Price Services, LLC

Typed Signature Anthony Richardson

By Anthony Richardson

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

BID CONTINUATION SHEET

Page _____ of _____

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

There is no guarantee on the number of cycles to be completed.
Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.

Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile.

The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass.

In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.

Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.

If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.

Pricing is non-negotiable.

This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets".

At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.

The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office 316-222

City of Mobile Business License Number 80325

E-Verify Enrollment Number 47-3927306

Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ✓ NO_____

Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved.

City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.

When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:

The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached)

The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed.

At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets.

A bid bond is not required.

Online Link to Maps of the areas to be mowed.
https://maps.cityofmobile.org/bids/5662/index.html

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **11:00 AM, Friday, April 8, 2022.**

Any bids delivered after **11:00 AM, Friday, April 8, 2022,** will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to **11:00 AM, Friday, April 8, 2022,** date for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

Pricing for this bid to be good for the current mowing season to **December 31, 2022.**

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **Bid #5662**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **Bid #5662** on the outside and/or with the date and time of the bid opening **11:00 AM, Friday, April 8, 2022.**

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

The City reserves the right to award some, all, or none of the bids received on this bid.

This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season.

TO BE AWARDED ON A STREET BY STREET BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

MAIN THOROUGHFARE MOWING CONTRACT STREETS 10/31/22:

STREET	FROM	TO
Government Street/Highway 90	(Just east of Eslava Creek)	Bellingrath Road
Price for one (1) mowing, trimming, and edging $ 9,300.00		
Airport Blvd.	Florida Street	West of Dawes Road
Price for one (1) mowing, trimming, and edging $ 8,500.00		
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
Price for one (1) mowing, trimming, and edging $ 6,500.00		
Dauphin Street	Mobile Street	McGregor Avenue
Price for one (1) mowing, trimming, and edging $ 3,500.00		
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
Price for one (1) mowing, trimming, and edging $ 3,500.00		
Dauphin Island Pkwy	Halls Mill Road	Faye Street
Price for one (1) mowing, trimming, and edging $ 3,500.00		
Michigan Avenue	S Broad Street	California Street
Price for one (1) mowing, trimming, and edging $ 3,500.00		
Grelot Road	Knollwood Dr	Cody Road
Price for one (1) mowing, trimming, and edging $ 3,500.00		
Old Shell Road	Cody Road	Wacker Lane
Price for one (1) mowing, trimming, and edging $ 2,500.00		
Knollwood Drive	Cottage Hill Park	Highway 90
Price for one (1) mowing, trimming, and edging $ 4,500.00		
Hillcrest Road North	Airport Blvd	Girby Road
Price for one (1) mowing, trimming, and edging $ 3,500.00		
Hillcrest Road South	Girby Road	Three Notch Road
Price for one (1) mowing, trimming, and edging $ 1,500.00		
Cottage Hill Road	Pleasant Valley Road	Cody Road
Price for one (1) mowing, trimming, and edging $ 4,500.00		
Azalea Road	Michael Blvd	Moncliff Drive
Price for one (1) mowing, trimming, and edging $ 5,500.00		

HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging $ 5,500.00

Online Link to Maps of the Above Areas
https://maps.cityofmobile.org/bids/5662/index.html

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
    - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
    - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
    - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road)
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- **Vegetation growing in expansion joints, cracks, etc. shall be removed**
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles up to 32 (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion. Additional years extension would run from that years date of approval to December 31 of that year**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
    - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
    - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
    - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

BEST PRICE SERVICES, LLC

7057 FOREST GLENN COURT

IRVINGTON, AL 36544

To whom it may concern:

Here is the description of the equipment for Best Price Services, LLC:

1. (6) Commerical Kabota 60-inch ZD 1211 lawn mowers
2. (2) Commerical 60-inch Gravely lawn mowers
3. (17) Stihl 235 weed eaters
4. (6) Stick edgers
5. (6) 550 Backpack blowers
6. (4) Backpack sprayers
7. (3) F-150 trucks
8. (2) F-450 trucks
9. (1) F-350 truck
10. (2) Enclosed trailers to transport equipment

We employ 16 full-time employees that consist of (2)- eight male/female crew.

For example: I will have a crew on (one) road and (one) crew on another road. Once they complete one road, they will move onto a different road as a crew. We will have (two) people in a truck and they will be responsible for spraying and making corrections on each road. Every employee has a role and certain job duties that they are responsible for getting done and they are aware of the standards of this company as well as for The City of Mobile.

Thank you for your time!!

Best Regards,

Anthony Richardson

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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

eNational Insurance Agency
4325 Midmost Dr. Ste C

Mobile AL 36609

INSURED

BEST PRICE SERVICES, LLC
7057 FOREST GLENN COURT

IRVINGTON AL 36544

CONTACT NAME: Katie Grissett
PHONE (A/C, No, Ext): 251-344-5393 **FAX (A/C, No):** 251-343-5490
E-MAIL ADDRESS: Info@eNationalInsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	WESTERN WORLD INSURANCE	13196
INSURER B :	WESCO INSURANCE COMPANY	25011
INSURER C :	CNA SURETY	
INSURER D :	SCOTTSDALE INSURANCE COMPANY	41297
INSURER E :	PRIME INSURANCE COMPANY	12588
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NPP8818413	6/18/2021	6/18/2022	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 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ INCLUDED $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	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		WWC3525621	5/24/2021	5/24/2022	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF MOBILE
P.O.BOX 1827

MOBILE AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAM STEWART

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2019

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

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

PRODUCER	CONTACT NAME: PAULA NYE
ALL RISK AGENCY 800 DOWNTOWNER BLVD MOBILE, AL 36609	PHONE (A/C, No, Ext): 251-344-1127 FAX (A/C, No): 251-344-0038 E-MAIL ADDRESS: paulanye08@gmail.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED ANTHONY RICHARDSON 7057 FOREST GLENN CT. IRVINGTON, AL 36544	INSURER A : NATIONAL GENERAL INSURER B : INSURER C : INSURER D : INSURER E : AM TRUST NORTH AMERICA INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			2006928824	09/11/2019	09/11/2022	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N ☐	N / A	☐	28389891	05/24/2019	05/24/2020	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		☐	☐					

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

CERTIFICATE HOLDER

CITY OF MOBILE
770 GAYLE ST.
MOBILE, AL 36604
ATTN: JOHN PAYNE

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

GERRI EDGAR

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EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BEST PRICE SERVICES LLC T6
7057 FOREST GLENN CT
IRVINGTON, AL 36544-3671

YEAR	LICENSE NO.
2022	80325
ISSUED	EXPIRES
2/4/2022	12/31/2022

561730 LAWN AND GARDEN SERVICE(S)
236120 BUILDERS AND/OR CONTRACTORS

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

BEST PRICE SERVICES LLC
7057 FOREST GLENN CT
IRVINGTON, AL 36544-3671

1358 T6 P1

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BEST PRICE LAWN SERVICES LLC

This name reservation is for the exclusive use of ANTHONY RICHARDSON, 7057 FOREST GLEN COURT, IRVINGTON, AL 36544 for a period of one year beginning August 08, 2014 and expiring August 08, 2015

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

August 08, 2014

Date

Jim Bennett **Secretary of State**

RES664922

Alabama
Sec. Of State
New Entity
316-222 DLL
Date 8/20/2014
Time 17:00
140822 4 Pg

File $100.00
Ackn $.00
Exp $.00
Total $100.00
01/014

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2016003321 1/3
Bk: LR7340 Pg:730
Document Type: LACN

Mobile County, Alabama
I hereto certify this instrument
Filed on : 01/22/2016 09 36 59 AM
Don Davis, Probate Judge

Deed Tax	$ 00	
Mortgage Tax	$ 00	
Mineral Tax	$ 00	
No Tax	$ 00	2016003321
Judge Fee	$ 00	Bk LR7340
S R Fee	$2 00	Pg 730
Surcharge Fee	$ 00	
Recording Fee	$26 00	
TOTAL	$28 00	

(For County Probate Office Use Only)

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within 3 business days of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

   BEST PRICE LAWN SERVICES LLC

2. The date the Certificate of Formation was filed in the county: 08 / 11 / 2014 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 316 - 222 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

LASHONDA LINDSEY
7057 FOREST GLEN CT
IRVINGTON, AL 36544

Alabama
Sec. Of State

Entity Change
316-222 DLL
Date 2/08/2016
Time 17:00
160209 3 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

05/060

EXHIBIT D

Company ID Number: 804918

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with Butler Complete Services LLC for right of way mowing services along Azalea Blvd.

General fund.

Amount of Contract:
$70,400.00 per mowing season for up to three seasons

Funding Source
Project # **Discretionary Funds**
Project String 1004-2086-42070 **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Butler Azalea	Cover Memo	6/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	6/9/2022 - 8:35 AM
Legal	Kern, Chris	Approved	6/9/2022 - 12:32 PM
Legal	Kern, Chris	Approved	6/9/2022 - 12:32 PM
Mayors			6/9/2022 - 2:13

Office	Montgomery, Brandi	Approved	PM

RESOLUTION

Sponsored by: Mayor 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 Butler Complete Services LLC, for the Right of Way Mowing of Azalea Rd between Michael Blvd & Moncliff Dr for the current mowing season and extendable for two (2) additional mowing seasons with the mutual approval of the City of Mobile and the provider as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: _____ (Date) Item No. _____

Submitted by: PURCHASING (Department) JOHN PAINE (Department Head)

Sponsored by: WILLIAM S. STIMPSON (Name) MAYOR (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: RIGHT OF WAY MOWING AZALEA RD BETWEEN MICHAEL BLVD & MONCLIFF

PURPOSE & SCOPE OF PROJECT:
TO PROVIDE RIGHT OF WAY MOWING SERVICES FOR CURRENT MOWING SEASON TO BE MOWED APPOX. 22 TIMES. COST TO MOW EACH TIME $ 3,200.00 PER MOWING

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $ 70,400.00 PER MOWING SEASON

FUNDING SOURCE:

Budget Item: 1004-2086-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

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

Effective date of contract: UPON COUNCIL APPROVAL

Renewal date of contract (if applicable): JANUARY 2023

If not bid, state reason: _____

How many bidders received bid packages (if applicable): 49

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20___, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, BUTLER COMPLETE SERVICES LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

Azalea Rd Between Michael Blvd & Moncliff Dr $3,200.00 per mowing

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own

expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. **No Agency Relationship Created**: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. **Nondiscrimination**: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. **Method of Payment**: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. **Termination of Contract**: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. **Assertion of Rights**: Failure by the City to assert a right or

remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

2808 Gaslight Ln east
Mobile, AL 36695

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

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

PROVIDER,

James D Butler, Its Owner (title)

On behalf of Butler Complete Sports

5/31/22 Date

QUIERA NICHOLSON NOTARY PUBLIC My Commission Expires 11-02-2024 ALABAMA STATE AT LARGE

State of Alabama

Mobile County

I, Quiera Nicholson, a Notary public in and for said County and State, hereby certify that James D. Butler, whose name is known to me, acknowledged before me on this the 31st day of May, 2022, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Quiera Nicholson
Notary Public
My Commission expires on: 11/02/2024

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/21/2022	5662	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, April 8, 2022

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	RIGHT-OF-WAY MOWING SERVICES					

The City of Mobile is seeking bids on mowing of City of Mobile Right-of- Ways as per the following and attached specifications.

Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below.

The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.

The City's desire is to have all areas mowed approximately 32 times between the award date and December 31, 2022. The mowing cycles will have all areas mowed on a 14-day cycle in April and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2022. Additional mowing may be required up to December 31, 2022.

A mandatory pre-bid meeting will be held approximately 1 week before bid opening.

Mandatory Pre-Bid meeting is scheduled for 8:30am on Friday, April 1, 2022 at 1900 Hurtel St, Mobile, AL 36605.

The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.

		TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within 7 days of receipt of P.O.

Firm Name Butler Complete Services, LLC

Typed Signature James Butler

By [signature]

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

BID CONTINUATION SHEET

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

There is no guarantee on the number of cycles to be completed.
Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.

Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile.

The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass.

In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.

Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.

If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.

Pricing is non-negotiable.

This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets".

At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.

The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services

By _____

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

BID CONTINUATION SHEET

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

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office 872-343

City of Mobile Business License Number 118803

E-Verify Enrollment Number 172021

Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES X NO _____

Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

					TOTAL	

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services

By _____

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

BID CONTINUATION SHEET

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

The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved.

City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.

When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:

The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached)

The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed.

At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets.

A bid bond is not required.

Online Link to Maps of the areas to be mowed.
https://maps.cityofmobile.org/bids/5662/index.html

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **11:00 AM, Friday, April 8, 2022.**

Any bids delivered after **11:00 AM, Friday, April 8, 2022,** will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to **11:00 AM, Friday, April 8, 2022,** date for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services

By _____

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

BID CONTINUATION SHEET

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

Pricing for this bid to be good for the current mowing season to **December 31, 2022.**

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **Bid #5662**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **Bid #5662** on the outside and/or with the date and time of the bid opening **11:00 AM, Friday, April 8, 2022.**

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

The City reserves the right to award some, all, or none of the bids received on this bid.

This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season.

TO BE AWARDED ON A STREET BY STREET BASIS.

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services

By _____

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

MAIN THOROUGHFARE MOWING CONTRACT STREETS 10/31/22:

STREET	FROM	TO
Government Street/Highway 90	(Just east of Eslava Creek)	Bellingrath Road
Price for one (1) mowing, trimming, and edging $	12,250.00	
Airport Blvd.	Florida Street	West of Dawes Road
Price for one (1) mowing, trimming, and edging $	13,100.00	
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
Price for one (1) mowing, trimming, and edging $	7725.00	
Dauphin Street	Mobile Street	McGregor Avenue
Price for one (1) mowing, trimming, and edging $	5100.00	
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
Price for one (1) mowing, trimming, and edging $	5650.00	
Dauphin Island Pkwy	Halls Mill Road	Faye Street
Price for one (1) mowing, trimming, and edging $	4400.00	
Michigan Avenue	S Broad Street	California Street
Price for one (1) mowing, trimming, and edging $	4725.00	
Grelot Road	Knollwood Dr	Cody Road
Price for one (1) mowing, trimming, and edging $	2625.00	
Old Shell Road	Cody Road	Wacker Lane
Price for one (1) mowing, trimming, and edging $	1800.00	
Knollwood Drive	Cottage Hill Park	Highway 90
Price for one (1) mowing, trimming, and edging $	3800.00	
Hillcrest Road North	Airport Blvd	Girby Road
Price for one (1) mowing, trimming, and edging $	2425.00	
Hillcrest Road South	Girby Road	Three Notch Road
Price for one (1) mowing, trimming, and edging $	900.00	
Cottage Hill Road	Pleasant Valley Road	Cody Road
Price for one (1) mowing, trimming, and edging $	3200.00	
Azalea Road	Michael Blvd	Moncliff Drive
Price for one (1) mowing, trimming, and edging $	3200.00	

HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging $ 4400.00

Online Link to Maps of the Above Areas
https://maps.cityofmobile.org/bids/5662/index.html

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
    - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
    - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
    - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course, Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road)
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- **Vegetation growing in expansion joints, cracks, etc. shall be removed**
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles up to 32 (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion. Additional years extension would run from that years date of approval to December 31 of that year**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
    - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
    - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
    - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, _____ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. **Breach of Contract**: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage

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

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

2808 Gaslight Ln E
Mobile, AL 36695

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

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

PROVIDER,

_____ , Its _____ (title)

On behalf of _____

_____ Date

State of Alabama

Mobile County

I, _____, a Notary public in and for said County and State, hereby certify that _____, whose name is known to me, acknowledged before me on this the _____ day of _____, 20__, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

_____
Notary Public
My Commission expires on: _____

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

Butler Complete Services, LLC
2808 Gaslight Ln East
Mobile, AL 36695
251-591-7278
251-753-5975

4/7/2022

RE: Equipment list

(2) ZD1211 – 60" KUBOTA MOWERS

(1) EXMARK LAZER Z 60'' COMMERCIAL MOWER

(1) KUBOTA 54'' COMMERCIAL MOWER

(8) COMMERCIAL GRADE STIHL WEEDEATERS

(5) COMMERCIAL GRADE STIHL EDGERS

(5) COMMERCIAL VEHICLES

(5) COMMERCIAL GRADE STIHL BLOWERS

Butler Complete Services will have a crew of 6-8 employees to provide excellent service as we have in the past for our previous contracts with the City of Mobile

EXHIBIT B

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

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

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

PRODUCER	CONTACT NAME: Garry Bulman
Southern Shield Group, Inc. 11141 Hwy 31 Ste B Spanish Fort AL 36527	PHONE (A/C, No, Ext): (251) 725-9172 FAX (A/C, No): (251) 725-9173 E-MAIL ADDRESS: garry@southernshieldinsurance.com
INSURED BUTLER COMPLETE SERVICES, LLC 2808 GASLIGHT LN E MOBILE AL 36695	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: ACE PROP & CAS INS CO 20699 INSURER B: INTEGON NATL INS CO 29742 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	D97155161	03/25/2022	03/25/2023	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	2007285786	01/08/2022	01/08/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	D97155185	03/25/2022	03/25/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The City of Mobile is included as an Additional Insured in respect to the General Liability, Automobile Liability, and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non Contributory with any other insurance in force or which may be purchased by Additionally Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 days of Notice of Cancellation, non renewal or material change shall apply(except 10 Days).

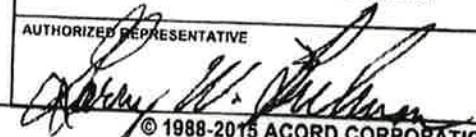
CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

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

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

PRODUCER	CONTACT NAME: Tonya Taylor	
Rushing Insurance LLC	PHONE (A/C, No, Ext): (251) 471-4100	FAX (A/C, No): (251) 471-5585
29000 Hwy 98, Suite B-204	E-MAIL ADDRESS: ttaylor@rushinginsurance.com	
Daphne AL 36526	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AlaCOMP	22667
INSURED	INSURER B :	
Butler Complete Services LLC	INSURER C :	
2808 Gaslight Lane East	INSURER D :	
	INSURER E :	
Mobile AL 36695	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL223707943 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		20340	02/22/2022	02/22/2023	☐ PER STATUTE ☒ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BUTLER COMPLETE SERVICES, LLC T6
2808 GASLIGHT LN E
MOBILE, AL 36695-3106

YEAR	LICENSE NO.
2021	118803
ISSUED	EXPIRES
9/9/2021	12/31/2021

561730 LAWN AND GARDEN SERVICE(S)

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

BUTLER COMPLETE SERVICES, LLC
2808 GASLIGHT LN E
MOBILE, AL 36695-3106

240 T1 P1

Alabama Secretary of State

Butler Complete Services LLC	
Entity ID Number	000 - 872 - 343
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	07/11/2021
Registered Agent Name	Butler, James D
Registered Office Street Address	2808 Gaslight ln East Al, AL 36695
Registered Office Mailing Address	2808 Gaslight ln East al, AL 36695
Nature of Business	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2022

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	07/11/2021 Certificate of Formation 3 pgs.

Browse Results New Search

EXHIBIT D

Company ID Number: 1722021

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Butler Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36695
County or Parish	MOBILE
Employer Identification Number	871737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Approved by:

Employer Butler Complete Services, LLC	
Name (Please Type or Print) JAMES BUTLER	Title
Signature Electronically Signed	Date 08/01/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with Secor Enterprises Inc for right of way mowing services on Grelot Road.

General fund.

Amount of Contract:
$80,000.00 per mowing season for up to three seasons

Funding Source

Project #	**Discretionary Funds**
Project String 1004-2086-42070	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Secor Grelot	Cover Memo	6/2/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	6/3/2022 - 3:36 PM
Legal	Kern, Chris	Approved	6/8/2022 - 2:39 PM
Legal	Kern, Chris	Approved	6/8/2022 - 2:39 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 12:02 PM

RESOLUTION

Sponsored by: Mayor 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 Secor Enterprises Inc, for the Right of Way Mowing of Grelot Rd between Knollwood Dr and Cody Rd for the current mowing season and extendable for two (2) additional mowing seasons with the mutual approval of the City of Mobile and the provider as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: _____ (Date) Item No. _____

Submitted by: PURCHASING (Department) JOHN PAINE (Department Head)

Sponsored by: WILLIAM S. STIMPSON (Name) MAYOR (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: RIGHT OF WAY MOWING OF GRELOT RD BETWEEN KNOLLWOOD AND CODY

PURPOSE & SCOPE OF PROJECT:
TO PROVIDE RIGGHT OF WAY MOWING SERVICES FOR CURRENT MOWING SEASON TO BE MOWED APPOX. 32 TIMES. COST TO MOW EACH TIME $ 2,500.00 PER MOWING

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $ 80,000.00 PER MOWING SEASON

FUNDING SOURCE:

Budget Item: 1004-2086-42070 Discretionary Funds: N/A

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

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

Effective date of contract: UPON COUNCIL APPROVAL

Renewal date of contract (if applicable): JANUARY 2023

If not bid, state reason: _____

How many bidders received bid packages (if applicable): 49

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____, 20___, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, SECOR ENTERPRISES INC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

Grelot Rd between Knollwood Dr and Cody Rd $2,500.00 per mowing

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations:

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. **Licenses, permits, etc.**: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. **No Agency Relationship Created**: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. **Nondiscrimination**: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. **Method of Payment**: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. **Termination of Contract**: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

1117 SAVANNAH DR
MOBILE, AL 36609

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

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

PROVIDER, DAVID M. SECOR

SECOR ENTERPRISES, INC, Its President (title)

On behalf of SECOR Enterprises, Inc

5/27/22 Date

State of Alabama

Mobile County

I, Julie S Hoffman, a Notary public in and for said County and State, hereby certify that David Secor, whose name is known to me, acknowledged before me on this the 27 day of May, 2022, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Julie S. Hoffman

Notary Public

My Commission expires on: 8/2023

CITY,

_____

Its Mayor

_____ Date

ATTEST:

_____

City Clerk

_____ Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/21/2022	5662	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Friday, April 8, 2022

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

RIGHT-OF-WAY MOWING SERVICES

The City of Mobile is seeking bids on mowing of City of Mobile Right-of- Ways as per the following and attached specifications.

Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below.

The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.

The City's desire is to have all areas mowed approximately 32 times between the award date and December 31, 2022. The mowing cycles will have all areas mowed on a 14-day cycle in April and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2022. Additional mowing may be required up to December 31, 2022.

A mandatory pre-bid meeting will be held approximately 1 week before bid opening.

Mandatory Pre-Bid meeting is scheduled for 8:30am on Friday, April 1, 2022 at 1900 Hurtel St, Mobile, AL 36605.

The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within 7 days of receipt of P.O.

Firm Name SECOR Enterprises, Inc

Typed Signature DAVID N. SECOR

By David N. Secor

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

BID CONTINUATION SHEET

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

There is no guarantee on the number of cycles to be completed.
Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used.

Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile.

The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass.

In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation.

Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded.

If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required.

Pricing is non-negotiable.

This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets".

At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year.

The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Secch Enterprises, Inc

By David N. Secch

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

BID CONTINUATION SHEET

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

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office 378055

City of Mobile Business License Number 065649

E-Verify Enrollment Number 38 1201

Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ✓ NO_____

Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Secol Enterprises, Inc

By Donald N. Secol

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

BID CONTINUATION SHEET

Page_____ of_____

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

The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved.

City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.

When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:

The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached)

The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed.

At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets.

A bid bond is not required.

Online Link to Maps of the areas to be mowed.
https://maps.cityofmobile.org/bids/5662/index.html

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **11:00 AM, Friday, April 8, 2022.**

Any bids delivered after **11:00 AM, Friday, April 8, 2022,** will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to **11:00 AM, Friday, April 8, 2022,** date for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Secar Enterprises, Inc

By David N. Secar

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

BID CONTINUATION SHEET

Page_____ of_____

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

Pricing for this bid to be good for the current mowing season to **December 31, 2022.**

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **Bid #5662**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **Bid #5662** on the outside and/or with the date and time of the bid opening **11:00 AM, Friday, April 8, 2022.**

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

The City reserves the right to award some, all, or none of the bids received on this bid.

This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season.

TO BE AWARDED ON A STREET BY STREET BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Secar Enterprises, Inc

By David R. Secar

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

MAIN THOROUGHFARE MOWING CONTRACT STREETS 10/31/22:

STREET	FROM	TO
Government Street/Highway 90	(Just east of Eslava Creek)	Bellingrath Road
Price for one (1) mowing, trimming, and edging $		13,500.00
Airport Blvd.	Florida Street	West of Dawes Road
Price for one (1) mowing, trimming, and edging $		11,000.00
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
Price for one (1) mowing, trimming, and edging $		6300.00
Dauphin Street	Mobile Street	McGregor Avenue
Price for one (1) mowing, trimming, and edging $		4,000.00
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
Price for one (1) mowing, trimming, and edging $		NA
Dauphin Island Pkwy	Halls Mill Road	Faye Street
Price for one (1) mowing, trimming, and edging $		NA
Michigan Avenue	S Broad Street	California Street
Price for one (1) mowing, trimming, and edging $		NA
Grelot Road	Knollwood Dr	Cody Road
Price for one (1) mowing, trimming, and edging $		2500.00
Old Shell Road	Cody Road	Wacker Lane
Price for one (1) mowing, trimming, and edging $		3500.00
Knollwood Drive	Cottage Hill Park	Highway 90
Price for one (1) mowing, trimming, and edging $		3,200.00
Hillcrest Road North	Airport Blvd	Girby Road
Price for one (1) mowing, trimming, and edging $		3400.00
Hillcrest Road South	Girby Road	Three Notch Road
Price for one (1) mowing, trimming, and edging $		1800.00
Cottage Hill Road	Pleasant Valley Road	Cody Road
Price for one (1) mowing, trimming, and edging $		NA
Azalea Road	Michael Blvd	Moncliff Drive
Price for one (1) mowing, trimming, and edging $		5,000.00

HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging $ NA

Online Link to Maps of the Above Areas
https://maps.cityofmobile.org/bids/5662/index.html

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2022

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

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

PRODUCER	CONTACT NAME: Robert Roux
The Roux Company LLC	PHONE (A/C, No, Ext): 251-649-9335 FAX (A/C, No): 251-378-7001
720 Oak Circle Drive W Ste 200	E-MAIL ADDRESS: rcroux@rouxco.com
Mobile AL 36609	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A : Accredited Surety & Casualty
Secor Enterprises Inc.	INSURER B : The Sheffield Fund
1117 Savannah Dr	INSURER C :
	INSURER D :
Mobile AL 36609	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			1ABPAL05131496800	4/11/2022	4/11/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	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		600-2022-38156-00	1/1/2022	12/31/2022	[ ] 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 listed as Additional Insured.

CERTIFICATE HOLDER

City of Mobile
205 Government St
5Th Floor, South Tower, Sutie
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert Roux

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2022

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

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

PRODUCER

NEA - Northeast Agencies

CONTACT NAME: The Everette Agency
PHONE (A/C, No, Ext): 251-661-3300 **FAX (A/C, No):**
E-MAIL ADDRESS: teverette@allstate.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Gerneral	29742
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Secor Enterprises Inc
1117 Savannah Dr
Mobile AL 36609

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 250000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			2003779814	04/12/2022	04/12/2023	BODILY INJURY (Per accident)	$ 500000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 100000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

2019 Dodge Ram 1500
2001 Toyota Tacoma

CERTIFICATE HOLDER

The City of Mobile

CANCELLATION

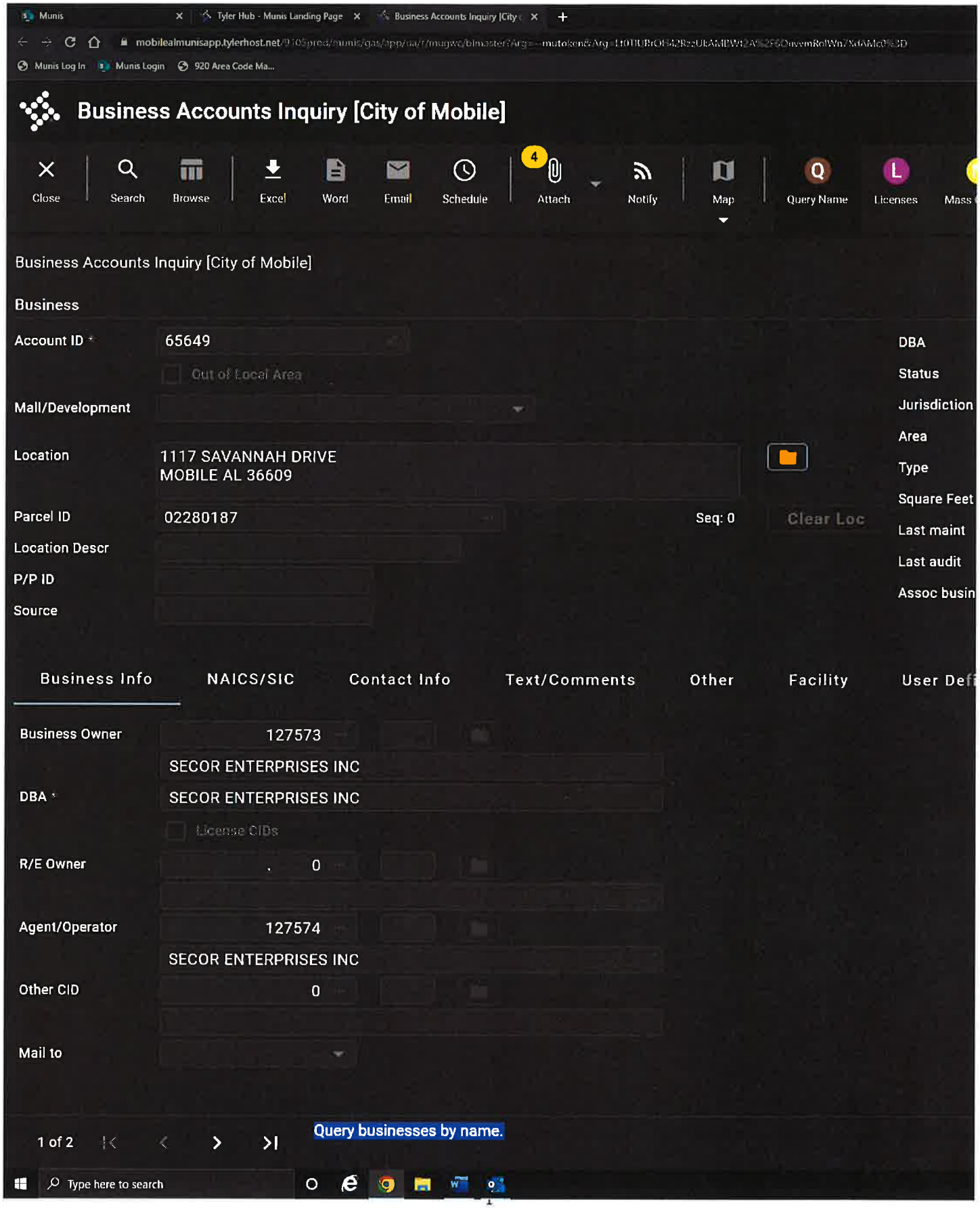
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C


Munis
Tyler Hub - Munis Landing Page
Business Accounts Inquiry [City
mobilealmunisapp.tylerhost.net
Munis Log In
Munis Login
920 Area Code Ma...
Business Accounts Inquiry [City of Mobile]
Close
Search
Browse
Excel
Word
Email
Schedule
4
Attach
Notify
Map
Query Name
Licenses
Business Accounts Inquiry [City of Mobile]
Business
Account ID *
65649
Out of Local Area
Mall/Development
Location
1117 SAVANNAH DRIVE
MOBILE AL 36609
Parcel ID
02280187
Seq: 0
Clear Loc
Location Descr
P/P ID
Source
DBA
Status
Jurisdiction
Area
Type
Square Feet
Last maint
Last audit
Assoc busin
Business Info
NAICS/SIC
Contact Info
Text/Comments
Other
Facility
User Def
Business Owner
127573
SECOR ENTERPRISES INC
DBA *
SECOR ENTERPRISES INC
License CIDs
R/E Owner
0
Agent/Operator
127574
SECOR ENTERPRISES INC
Other CID
0
Mail to
1 of 2
Query businesses by name.
Type here to search

Paine, John

From: Nancy Secor <nancysecor67@gmail.com>
Sent: Monday, April 25, 2022 9:27 AM
To: Purchasing
Subject: City of Mobile Business License
Attachments: City of Mobile Bus Lic renewal 2022.pdf

CAUTION: External Email

To John Paine: We find that we have not received the business license that we have paid for on January 31, 2022, through the US mail. We have attached a copy of the receipt and payment for same and will follow up through the License Dept.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

026590-0002 TARA H. 01/31/2022 09:41AM

BUSINESS LICENSE
SECOR ENTERPRISES INC
65649
2022 Item: 1225289
ISSUANCE FEE 10.00
238991
CONSTRUCTION-MISC
TRADES CITY 446.00

456.00

Subtotal 456.00
Fee: CC FEE 13.68
Total 469.68

CREDIT CARD 469.68
Ref NumberAPPR901304****0447

Change due 0.00

Paid by: SECOR ENTERPRISES INC

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL. 36644-0001
251-208-5880

SALE

REF#: 00000006
Batch #: 485
01/31/22 09:40:17
APPR CODE 901304
Trace: 5
VISA Chip
**********0447 **/**

AMOUNT $469.68

David R. Lee
APPROVED

VISA CREDIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

THANK YOU

CUSTOMER COPY


Business Accounts Inquiry [City of Mobile]


Business Accounts Inquiry [City of Mobile]

Alabama Secretary of State

Secor Enterprises, Inc.	
Entity ID Number	000 - 097 - 870
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	05/04/1984
Registered Agent Name	SECOR, DAVID N
Registered Office Street Address	917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609
Registered Office Mailing Address	917 WESTERN AMERICAN CIRCLE STE 316 MOBILE, AL 36609
Nature of Business	DRY-CLEANING EQUIPMENT
Capital Authorized	$1,000
Capital Paid In	$700
Incorporators	
Incorporator Name	SECOR, DAVID N
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SECOR, NANCY A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/04/1984 Certificate of Formation 6 pgs.

569

STATE OF ALABAMA

MOBILE COUNTY

CONTROL NO.
5814222

ACCOUNT NO.
533795

LICENSE NO.
2201065

ISSUED TO:

SECOR ENTERPRISES INC
SECOR, DAVID N
1117 SAVANNAH DR

MOBILE, AL 36609

LICENSE YEAR
2021-2022

DATE ISSUED		
10	06	2021
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
3263 DEMETROPOLIS RD STE 6-C
MOBILE, AL 36695-0000

EXPIRES
September 30, 2022
RENEW IN OCTOBER

RL:
U214 - #5814222 - T2 - P3211497 - M4

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS ($150,001 - $200,000)	300.00	2.25	0.00	0.00	0.00	302.25

TOTAL		302.25
MAIL FEE		1.00
TOTAL WITH MAIL FEE		303.25

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

NICK MATRANGA

Issuing Authority

EXHIBIT D

E-Verify

Company ID Number: 381201 **Client Company ID Number:** 962344

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Secor Enterprises Inc	
Name (Please Type or Print) David N. Secor	Title Vice-Pres.
Signature David N. Secor	Date 4-11-16
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Angel Hudson	Title
Signature Electronically Signed	Date 04/11/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:
Casi Callaway, Chief Resilience Officer

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Contract with The Water Institute of the Gulf for a City-wide resilience assessment and plan.

CIP

Amount of Contract:
$449,671.00

Funding Source

Project # .C0710	**Discretionary Funds**
Project String	**Contract Number:**3852
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Water Institute Agenda Package	Cover Memo	6/7/2022
Revised Capital Summary Sheet	Cover Memo	6/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	6/8/2022 - 10:27 AM
Legal	Kern, Chris	Approved	6/8/2022 - 2:38 PM
Legal	Kern, Chris	Approved	6/8/2022 - 2:38 PM

Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 12:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

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 The Water Institute of the Gulf, to provide a City-wide resilience assessment and plan, in the amount of $449,671.00, 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

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION_____

_____

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER_____

DEPT #_____ **DEPT NAME**_____

CONTRACT ADMINISTRATOR_____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins



MOBILE CITY-WIDE RESILIENCE ASSESSMENT AND PLAN

CONSULTANT: THE WATER INSTITUTE OF THE GULF

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Definitions…….…… I

Standards…….……..…… II

Scope of Work……...…….…..……. III

Mutual Agreement……..…….…… IV

Basis of Payment…….……..……..V

Indemnity and Insurance Requirements……VI

E-verify…….....VII

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Prohibition of Boycotting…… IX

Anti-Discrimination……...……. X

Project Location...…….Exhibit A

Consultant's Fee Schedule……... Exhibit B

Project Closeout Checklist…… Exhibit C

Certifications, Affidavits & Insurance……. Exhibit D

Procurement of Recovered Materials…… Exhibit E

Contract Provisions for non-Federal Entity Contracts Under Federal Awards …… Exhibit F

Special Award Conditions……. Exhibit G

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **The Water Institute of the Gulf** (hereinafter called the "CONSULTANT"). The CONSULTANT and the CITY may be referred to collectively as the "PARTIES").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

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

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

CONSULTANT - The firm assigned to perform professional services to develop the Resilience Assessment and Plan. The firm so assigned to this project is **The Water Institute of the Gulf**

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER for any phase set out in Section III or for requested additional services.

PROJECT – Mobile City-Wide Resilience Assessment and Plan, City of Mobile. The professional services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT.

Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the standard specifications and applicable local ordinances and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

All terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

The CONSULTANT has been selected to develop a Resilience Assessment and Plan that is understandable for the majority of Mobilians, grounded in science and current data, incorporates community input, actionable, and mirrors plans across the United States to ensure the City of Mobile can track our efforts consistently alongside other cities.

The CONSULTANT will regularly meet with PROJECT MANAGER as Project Manager may schedule to provide status reports of progress and plan for any needed changes. The meeting schedule shall be updated until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, and project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT shall maintain strict review of progress of the project. A monthly time report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via regular mail or E-Builder. Monthly estimates will not be processed without a corresponding monthly time report.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work is divided into two primary project tasks. Once the first task is completed, the second will immediately begin:

A. Resilience Assessment
B. Resilience Plan

A. RESILIENCE ASSESSMENT

The Resilience Assessment will establish a baseline understanding of the resilience of Mobile's communities, institutions, businesses, and systems to chronic stressors and acute shocks the city faces today and into the future. This assessment will be grounded in the best available and localized science and data on climate, social, and economic projections. Just as critically, the process of developing this assessment will build trust, a common understanding of risk, and a collective vision for a more resilient Mobile among internal and external stakeholders.

The CONSULTANT, working with the PROJECT MANAGER will develop a list of existing data that will provide the basis of the Assessment. Any existing resources already housed by the CITY will be shared with the CONSULTANT.

1. Establish a Project Charter and Community Engagement Plan

    - The CONSULTANT will work with the PROJECT MANAGER to create a team structure and process that will guide communication and decision making through both phases of the project.

    - The CONSULTANT will work with the PROJECT MANAGER to define the internal and external stakeholder groups to ensure a broad public audience engaged in the assessment and planning process.

    - The CONSULTANT will work with the PROJECT MANAGER to establish a timeline for engagement activities as well as an overall project schedule.

    Deliverable(s): Project Charter, Community Outreach/Engagement Plan, Project Timeline

2. Establish a Vision for a Resilient Mobile to serve as the Foundation for the Planning Process

    - The CONSULTANT will set up one-on-one meetings with key stakeholders internal and external to the CITY to develop a clear definition of resilience for Mobile.

    - The insight collected will provide the basis for a set of practical objectives and associated metrics to compare actions and measure progress over time that will be finalized and adopted by the CITY.

    Deliverable(s): Resilient Mobile Vision Statement

3. Data Synthesis on Changing Conditions

    - The CONSULTANT, working with the PROJECT MANAGER, will identify and

collect the types of data necessary for an effective Resilience Assessment that will address the Resilient Mobile Vision Statement. Data will include biogeophysical (sea-levels, climate), economic, and social (social determinants of health – SDOH).

- The CONSULTANT will work with the stakeholder groups to evaluate the data and add any missing components based on feedback.

- The CONSULTANT will determine how the changing conditions data matches the CITY's current planning documents and provide pathways for alignment.

- The CONSULTANT will organize the datasets and layers working with the stakeholder groups to ensure clarity, relevance, and completeness.

Deliverable(s): Localized Projections Summary

4. Defining Chronic Stressors and Shocks

- Using the data collected, the CONSULTANT will identify and prioritize acute shocks and chronic stressors facing Mobile today and into the future. Knowing that the future is uncertain, CONSULTANT will work with the PROJECT MANAGER and internal stakeholders to provide a framework for planning that addresses the range of possible futures.

- The CONSULTANT will work with the internal stakeholders to refine the priority stressors and shocks in order to develop strategies to address them in the final plan.

Deliverable(s): City's Exposure Summary

5. Asset Review

- CONSULTANT will identify categories of priority CITY assets among categories such as: Infrastructure; land use, development, and housing; ecology; economy and jobs; neighborhoods, communities, and cultural resources; and government systems and operations.

- The CONSULTANT will qualitatively assess the potential risks and vulnerabilities to each critical system as well as identify gaps and uncertainties in data.

- The CONSULTANT will work with the CITY to define the level of acceptable risk for the future.

Deliverable(s): Asset Review and Risk Level Assessment Summary

6. Audit of City Policies, Plans, and Programs

- The CONSULTANT will conduct interviews with relevant department heads to understand current and/or planned policies, plans, and programs as well as how they incorporate resilience into their operations.

- The CONSULTANT will review existing strategic plans and implementation documents to assess the CITY's current approaches to resilience and risk mitigation.

- The CONSULTANT will assess the adaptive capacity of the CITY's policies, plans, and programs to determine if they meet or exceed the agreed-upon acceptable risk level and, if needed, present options for improvements.

Deliverable(s): Audit Findings Summary

7. Resilience Assessment

- Using the researched material and developed findings, the CONSULTANT will synthesize the information into a publicly accessible briefing document that will serve as a resource for developing the Resilience Plan.

- The Resilience Assessment will communicate Mobile's vision for a resilient future, shocks and stressors, exposure of city systems and assets, and analysis of existing policies, plans, and programs.

Deliverable(s): Final Resilience Assessment

B. Resilience Plan

The CONSULTANT will develop a Resilience Plan that is accessible by all members of the community, incorporates actionable strategies and a roadmap to achieve the established goals. The Plan will be developed with the following components:

1. Well Defined Problem

The Assessment will provide the critical background data and decision context for the plan, including a community defined vision for a future resilient Mobile. It will be shared with internal and external stakeholders and serve as a foundational briefing document to support developing the Plan.

2. Clearly Defined Objectives

The CONSULTANT will work with the PROJECT MANAGER and stakeholder groups to develop and build consensus on a set of objectives that captures the social, ecological, institutional, and economic aspects of resilience across the range of shocks and stressors identified in the Resilience Assessment. These clearly defined and measurable objectives will provide the foundation for developing, analyzing, and

prioritizing strategies and communicating those priorities clearly to stakeholders and the public.

3. Develop Potential Resilience Opportunities and Strategies

   The CONSULTANT will work with the PROJECT MANAGER and Stakeholders to identify resilience opportunities and alternative strategies under focus areas and objectives defined in the Assessment.

   A. Based on the Community Engagement Plan, the CONSULTANT will collect community input within each of the focus areas for improving the city's resilience including opportunities to build upon or leverage existing efforts and initiatives.

   B. Public engagement strategies may include calling for ideas from across the community, hosting focused workshops such as Living With Water®, and engaging trusted community voices.

4. Analyze Alternatives to Create an Appropriate Approach

   The CONSULTANT will work with the PROJECT MANAGER to identify an appropriate approach to support the adaptive management of strategies under future uncertainty of climate, economic, and socio-political conditions.

5. Prioritize and Refine Resilience Strategies

   The CONSULTANT will work with the PROJECT MANAGER and Internal Stakeholder Group to prioritize and sequence resilience strategies that best meet the established objectives and advance comprehensive resilience for Mobile now and into the future.

   A. The CONSULTANT will facilitate a second focus area workshop to refine resilience strategies with stakeholders and begin to identify implementation opportunities.

6. Develop Comprehensive Resilience Plan and Implementation Roadmap

   The CONSULTANT will work with the PROJECT MANAGER to design and write the final Resilience Plan. The plan will include a summary of findings from the Resilience Assessment (providing high-level background and context on risks, social and economic changes, stressors and shocks, and assets to be protected) as well as prioritized strategies for advancing comprehensive resilience developed in collaboration with stakeholders.

   A. The CONSULTANT will work with the PROJECT MANAGER to develop additional communications materials that help to communicate the Resilience Plan to different audiences.
   B. The CONSULTANT will provide plan and communication materials in print-ready, digital, and camera-ready formats. The digital format will be prepared in a

web accessible and searchable format for posting. The print-ready format will be prepared as a PDF with appropriate printer margins, crops, and bleeds. Additionally, the CONSULTANT will design and prepare a print-ready executive summary brochure. The CONSULTANT will provide 10 bound color copies of the complete study and 10 bound color executive summary copies, provided that the cost of printing the numbers indicated here does not exceed $800. If the budgeted amount is exceeded by the vendors, the CONSULTANT and PROJECT MANAGER may agree to a lower number of printed copies or the PROJECT MANAGER will provide additional funds for printing copies. Any such modifications must be expressed in writing.

C. The CONSULTANT will participate in a reasonable number of events, not to exceed 10, to brief the Resilience Plan to stakeholders.

SECTION B DELIVERABLES:

- Final Resilience Plan
- Implementation Roadmap
- Communications Materials, including a PowerPoint presentation summarizing the plan and an Executive Summary brochure.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

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

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, GIS layers, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, or

transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the project period, which is January 31, 2024, unless otherwise amended or terminated in accord with other provisions of the contract. If the project period in the agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT 's liability for any breach thereof.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where disbursement of compensation is based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER. Payment will be made upon CONSULTANT presentation of and PROJECT MANAGER approval of a pay application demonstrating work performed.

CONSULTANT is responsible for payment of all expenses required to perform the work unless such expense is otherwise specifically attributed to the City herein. Such CONSULTANT expenses may include travel, data collection, meeting and event hosting (e.g. room rental, audio/visual setup, advertisement), software, printing materials other than those provided in Section B.6.b., research fees, permits, licenses, and taxes.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional services, as shown in the Fee Schedule in Exhibit B and as authorized by the CITY as follows:

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

a. Compensation to the CONSULTANT shall be based on work performed and documented but shall be limited to the completion of the tasks, which such completion shall be determined by the PROJECT MANAGER. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and approved by CITY. See Exhibit C for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit B sets out the maximum amount to be disbursed for work performed under Section III and will be based on the completion of tasks identified in Exhibit B, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed $449,671.00 (Four Hundred Forty-Nine Thousand Six Hundred Seventy-One Dollars).

b. Failure to perform any service identified in a NOTICE TO PROCEED, not due to the failure by the CITY and within the control of the CONSULTANT, shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to CITY for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other consulting firms of its choice to complete the PROJECT..

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above-mentioned PROJECT shall not exceed $449,671.00 (Four Hundred Forty-Nine Thousand Six Hundred Seventy-One Dollars)

CITY or CONSULTANT may request modifications or changes in the Scope of Work as described in Section III. To the extent that the Scope of Work to be performed by CONSULTANT has been affected by such change mutually agreed upon and properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

Final payment for Subtask B-6 listed in Exhibit 3 will not be made until CONTRACTOR meets the Closeout Requirements defined in Exhibit C.

C. Contractor's proposal expressed Contractor's commitment to employ disadvantaged businesses as subcontractors as enclosed in Exhibit D. Contractor is expected to employ subcontractors as provided in Exhibit D, unless adjusted by mutual agreement, and must document evidence of employment of such subcontractors upon presentation of each pay application/invoice.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

B. INSURANCE: For the duration of this CONTRACT, CONSULTANT shall maintain the following minimum amounts for each Project:

CONSULTANT shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and included as Exhibit D. The "Descriptions of Operations" box on the Certificate of Liability Insurance is included in the Exhibit as an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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

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

VII. IMMIGRATION COMPLIANCE (E-VERIFY)

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by the City under this contract is the General Fund.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION

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

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

CITY OF MOBILE, A Municipal Corporation

By:_____
Its Mayor

ATTEST:

By: _____
Its City Clerk

The Water Institute of the Gulf

By: Danielle Johnson Digitally signed by Danielle Johnson Date: 2022.06.02 13:47:50 -05'00'

Its: Director of Grants & Contracts

Address: 1110 River Road S., Suite 200
Baton Rouge, LA 70802

Telephone: 225-300-6715

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that _____, whose name as _____of the Water Institute of the Gulf is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, that he/she as such _____ and with full authority, executed the same voluntarily for and as the act of said Water Institute of the Gulf on the day the same bears date.

Given under my hand this _____ day of 2022.

_____
Notary Public

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Justin R. Ehrenwerth (affiant) who, being duly sworn says as follows:

President/CEO of The Water Institute of the Gulf.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for The Water Institute of the Gulf that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said The Water Institute of the Gulf is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 614200.

CEO of The Water Institute of Gulf

Sworn to and subscribed before me this the 6th day of June, 2022

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

STEVEN B. JONES
Notary Public
State of Louisiana
East Baton Rouge Parish
Notary ID # 92545
My Commission is for Life

EXHIBITS

Project Location...…….Exhibit A

Consultant's Fee Schedule……... Exhibit B

Project Closeout Checklist…… Exhibit C

Certifications, Affidavits & Insurance……. Exhibit D

Procurement of Recovered Materials…… Exhibit E

Contract Provisions for non-Federal Entity Contracts Under Federal Awards …… Exhibit F

Special Award Conditions……. Exhibit G

EXHIBIT A: PROJECT LOCATION

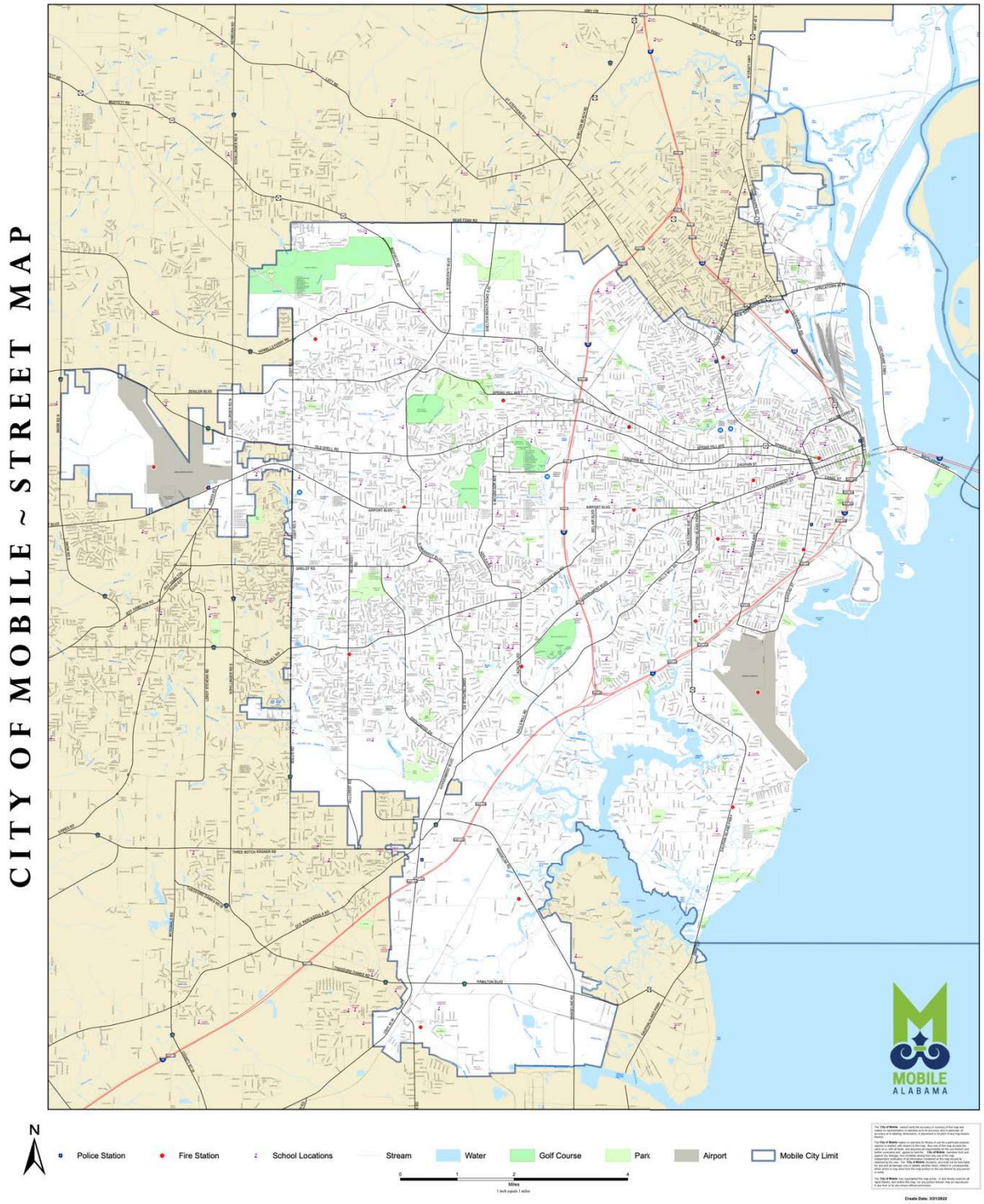


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile City-Wide Resilience Assessment and Plan

Invoicing - CONSULTANT will provide monthly invoices to the CITY. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed. All invoices will reference task, associated budgets to include current expense and remaining balance, and percentage complete.

The CITY will release payment for approved invoices within 30-days of receipt.

TASK A: Resilience Assessment

Subtask A.1: Project Charter and Engagement Plan…….….$30,725.00
Subtask A.2: Establish vision for a resilient Mobile……..….$11,740.00
Subtask A.3: Data Synthesis on Changing Conditions…….…..…….$22,600.00
Subtask A.4: Defining Chronic Stressors and Acute Shocks…….……...….$17,850.00
Subtask A.5: Asset Review…… ……$37,920.00
Subtask A.6: Audit of City Policies, Plans and Programs……..…..……...…….$16,950.00
Subtask A.7: Resilience Assessment & Communications Materials……..…….$40,700.00
Task A Not to Exceed…….……..…….....**$178,485.00**

TASK B: Resilience Plan

Subtask B.1: Determine Objectives ……...…..…….…..$21,645.00
Subtask B.2: Identify Alternatives…….…….…….$76,220.00
Subtask B.3: Forecast Consequences ……..……...…...….$32,170.00
Subtask B.4: Prioritize and Refine ……..$45,596.00
Subtask B.5: Implementation Pathway ……....……..$19,180.00
Subtask B.6: Write and Design Plan and Comms Materials……...…..…….. $76,375.00
Task B Not to Exceed……..……...……..**$271,186.00**

CONTRACT Not to Exceed $449,671.00

Language needs to be included here that CONTRACTOR will cover all up-front costs associated with public outreach meetings.

FUNDING SOURCE: City of Mobile General Fund.

EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

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

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
    - Hard Copy
    - Word
    - PDF
    - Excel
    - PowerPoint
- Hard Copy of Contract Documents:
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant

Final payout for Task B.6 will not be made until Contract meets Closeout requirements of Exhibit C.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ __/__/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said_____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

_____

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 21__.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT E: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT F: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

Client#: 30439 WATERINS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2022

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

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

PRODUCER
Louisiana Companies
801 North Blvd.
Baton Rouge, LA 70802
225 383-4761

CONTACT NAME: Shannon Ellis
PHONE (A/C, No, Ext): 225 383-4761 **FAX (A/C, No):** 225-387-4336
E-MAIL ADDRESS: sellis@lacompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Berkley Casualty Company	
INSURER C : Everest National Ins. Co.	10120
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Water Institute of the Gulf
1110 River Road S.
Suite 200
Baton Rouge, LA 70802

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	EF4ML06433221	05/21/2022	05/21/2023	EACH OCCURRENCE	$1,000,000
	X CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X BI/PD Ded:5,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			EF4CA00385221	05/21/2022	05/21/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			EF2CU01474221	05/21/2022	05/21/2023	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	KEY0146077	05/21/2022	05/21/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			EF4ML06433221	05/21/2022	05/21/2023	$1,000,000	
A	Pollution Liab			EF4ML06433221	05/21/2022	05/21/2023	$1,000,000	
B	Maritime Emp Liab			KEY0146077	05/21/2022	05/21/2023	$1,000,000	

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

Multi-State Workers Compensation/Employers Liability policy #KEY0146077 includes states: LA, CO, FL, IA, MD, NC, PA, TX, CT, OK, MS, NY, MA.

Certificate holder is additional insured with respect to the general liability policy as required by written contract when executed prior to a loss, subject to policy terms, conditions and exclusions. (See Attached Descriptions)

CERTIFICATE HOLDER
City of Mobile, AL
ATTN: Casi Callaway
P.O. Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Additional insured provision on the general liability policy is primary and non-contributory as required by written contract executed prior to a loss, subject to policy terms, conditions and exclusions.

Waiver of subrogation is provided with respect to the general liability and workers compensation policies as required by written contract when executed prior to a loss, subject to policy terms, conditions and exclusions.

Thirty Days Notice of Cancellation will be provided, except 10 days for Non-Payment of premium on the GL/ Professional, Excess Liability, Workers Comp, and Auto policies.

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 119858
119858

LAST 4 FEIN/SSN: 6585
6585

OWNERSHIP: CORP
CORP

STATE ID:

ZONING CERT: NA

EMPLOYEE ID: 910513330LC
910513330LC

LEGAL BUSINESS NAME: THE WATER INSTITUTE OF THE GULF
THE WATER INSTITUTE OF THE GULF

PHYSICAL ADDRESS: 1110 RIVER RD S STE 200 LA 70802

MAILING ADDRESS: 1110 RIVER ROAD SOUTH SUITE 200 BATON ROUGE, LA 70802

BUSINESS PHONE: 225-245-9450

CELL PHONE:

BUSINESS FAX:

START DATE: 12/01/2021
12/01/2021

JURISDICTION: C
C

TAX CODES:

ACCOUNT TYPE: L

VEND OWN:

TERRITORY: T02

EMAIL: BJONES@THEWATERINSTITUTE.ORG

BJONES@THEWATERINSTITUTE.ORG

OWNER INFORMATION

NAME	ROLE	ADDRESS	DL #	SSN	PHONE	DOB
THE WATER INSTITUTE OF THE GULF	CORP	1110 RIVER ROAD SOUTH SUITE 200 BATON ROUGE, LA 70802			225-245-9450	
THE WATER INSTITUTE OF THE GULF	CORP	1110 RIVER ROAD SOUTH SUITE 200 BATON ROUGE, LA 70802			225-245-9450	

TEMPORARY LICENSE
CITY OF MOBILE
EXPIRES 2/11/21
SIXTY DAY STATEMENT DUE 2/1/21

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: BEAUX JONES

ID: LOUISIANA DRIVER LICENSE

DATE: 12/10/2021

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

CITY OF MOBILE

MOBILE, ALABAMA

IMPORTANT NOTICE
YOU MUST RETURN THIS STATEMENT TO US
WITH YOUR 60 DAY GROSS OR YOU WILL BE
OPERATING WITHOUT A BUSINESS LICENSE

AFFIDAVIT FOR FIRST 60 DAYS OF BUSINESS

STATE OF ALABAMA:
COUNTY OF MOBILE:

TO: CITY OF MOBILE REVENUE DIRECTOR

I, _____ for myself and/or the business operated under the trade name THE WATER INSTITUTE OF THE GULF located at: 1110 RIVER ROAD S., STE 200 BATON ROUGE, LA 70802 hereby certify under oath that **the GROSS RECEIPTS** for the first 60 days of business were:

LICENSE CODE # 561110 **GROSS RECEIPTS** $ _____
LICENSE CODE # _____ **GROSS RECEIPTS** $ _____
LICENSE CODE # _____ **GROSS RECEIPTS** $ _____
LICENSE CODE # _____ **GROSS RECEIPTS** $ _____

I declare under penalty of perjury that the foregoing statement is true and correct.

_____ ___/___/____
Declarant's Signature Date

Regular penalty will apply if not returned to the Revenue Department on the date shown below. Gross Receipts, Gross Business, Gross Proceeds of Sales means the total volume of business done, without regard to origin, or ultimate destination of the merchandise, or service, or to whom sold.

ACCOUNT NUMBER	APPLICATION NUMBER	TODAY'S DATE	DUE DATE
119858		12/01/21	02/01/22

COMMENTS TERR-02

COMPLETE AND RETURN TO: City of Mobile Revenue Dept, P O 3065, Mobile, Al 36652-3065

IMPORTANT NOTE: Any difference the reader may perceive in the information contained above and the language in the City of Mobile Privilege License Ordinances is inadvertent. In all cases the language in the ordinances will prevail.

60 DAY AFFIDAVIT

The initial payment for Business License fees covers the first 60 days of Business. After this period the attached affidavit for first 60 days of business must be completed, notarized and returned to our office.

The affidavit for first 60 days of business is the tool used to measure the license due for a new business. When a business begins, the first 60 days gross is multiplied by 6 to arrive at the projected annual gross which will be used as the measure of license when calculating the total amount due for the first year business license. The computer will calculate the amount of business license due AND (1) if the amount calculated comes out to less than the minimum license, the computer will generate a license automatically; OR (2) if the calculation comes out to more than the minimum, you will receive a bill showing the amount due less the deposit paid.

C0710
6/8/22 Avail $450,000.00
449,671.00
$329.00 Bal.

Print This Page | Reset

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #
3852

PROJECT NAME: City-wide resilience assessment and plan

CAPITAL PROJECT # C0710 **DATE OF RECEIPT** 6/8/22

DEPT. PROJECT # _____

PROJECT DESCRIPTION Contract with The Water Institute of the Gulf for a City-wide resilience assessment and plan

CONTRACT AMOUNT $ 449,671.00

VENDOR NAME The Water Institute of the Gulf

VENDOR NUMBER 297500

DEPT # 2000 **DEPT NAME** Resilience

CONTRACT ADMINISTRATOR James DeLapp

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: _____ **Date** 6/2/2022

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To service, maintain & repair existing heating, ventilation and air conditioning equipment, or install new equipment, at various City of Mobile facilities

Amount of Contract:

not to exceed $300,000.00

Funding Source

Project # Various City facilities - HVAC Maintenance & Repair service contract SC-050-22 — **Discretionary Funds**

Project String 10043035-42150 (Facilities Maintenance-Maintenance & Repair operational fund) — **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-050-22 Various City facilities - HVAC Maintenance & Repair service contract	Cover Memo	6/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/9/2022 - 12:20 PM
Budget	Sapp, Celia	Approved	6/9/2022 - 11:22 AM
Legal	Kern, Chris	Approved	6/9/2022 - 12:49

			PM
Legal	Kern, Chris	Approved	6/9/2022 - 12:49 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 2:13 PM

RESOLUTION

2022

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:	GORAM AIR CONDITIONING COMPANY, INC.
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – HVAC MAINTENANCE AND REPAIR (1-YEAR SERVICE CONTRACT)
Project Number:	SC-050-22
Amount:	$300,000.00 (Not To Exceed)

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This Agreement made and entered into_____.

BETWEEN the **Owner**: City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

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

City Business License No.: 195350

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-050-22

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for one (1) year from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates:

HVAC Technician:	
Hourly Labor Rate	$80.00 /hour
(between 8am and 5 pm)	
Overtime Labor Rate	$80.00 /hour
(after 5pm and on weekends)	

Parts/Material:

Service Contractor's Direct Cost plus	15 %

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made monthly upon completion and inspections of the work specified.

B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (City of Mobile, Facility Maintenance Department, 850 Owens Street, Mobile, AL 36604). 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.

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 April 18, 2022	9 pages
2. Specifications, dated April 18, 2022	
Section 01000 – Scope of Work	3 pages
3. This Instrument (Agreement)	6 pages
4. Bid Form	4 pages
5. E-Verify Documentation	3 pages
6. Certificate of Liability Insurance with Endorsements	7 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and

qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

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

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

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be

endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

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

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

8.3 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 abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

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 of 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.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Mayor, City of Mobile
Printed Name and Title

SERVICE CONTRACTOR:
Goram Air Conditioning Company, Inc.

Signature

Darren W. Deas/Vice President
Printed Name and Title

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas **as** Vice President **of** Goram Air Co. 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** Goram Air Conditioning, Inc.
Sworn to and subscribed for me this 31 **day of** May **, 2022.**

Scarlett C. Huggins
NOTARY PUBLIC
My Commission Expires: 4-14-25

END OF SECTION

SECTION 01000 – SCOPE OF WORK

HVAC MAINTENANCE AND REPAIR

General:
Service Contractor shall furnish all labor, materials and parts, tools and equipment necessary to service, maintain, and repair existing heating, ventilation, and air conditioning (HVAC) equipment, or install new equipment, for selected City-owned facilities. The facilities include**, but shall not be limited to, the following:**

1. Mobile Animal Shelter - 855 Owens Street
2. Azalea City Golf Course - 1000 Gaillard Dr.
3. Hurtel (Wright) Armory – 1900 Hurtel Street
4. Library Administration – 700 Government Street
5. Library Local History and Genealogy – 753 Government Street
6. Ben May Main Library – 701 Government Street
7. Municipal Archives – 457 Church Street
8. History Museum of Mobile – 111 South Royal
9. Police Special Operations – 850 St. Anthony Street
10. Public Works Garage – 770 Gayle Street
11. Public Works Administrative/Service Buildings – 770 Gayle Street
12. Tillman's Corner Community Center – 5055 Carol Plantation Road
13. West Regional Library – 5555 Grelot Road
14. Western Administrative Complex (WAC) – 4851 Museum Drive
15. Police Central Headquarters – 2460 Government Street
16. FS 3 – Central Fire Station – 701 St. Francis Street
17. Gulf Coast Exploreum – 65 Government Street
18. Mobile Civic Center – 401 Civic Center Drive
19. Connie Hudson Mobile Regional Senior Community Center- 3200 Hill Crest Road
20. Mobile Museum of Art- 4850 Museum Drive

A general description of the heating, ventilation, and air conditioning equipment to be serviced at the above listed facilities is listed under HVAC Maintenance and Repair – Facility Equipment List (attached as Exhibit A).

Maintenance and Repair Service:
Service Contractor shall provide necessary maintenance and repair services to keep the specified equipment and other associated equipment in good and working order. Required HVAC/building controls and fire alarm work will be completed by Owner under a separate contract.

All work shall be under the direction of the City of Mobile, Facility Maintenance, Mechanical Systems Department. All maintenance and repair service shall be scheduled by the Director of Facility Maintenance or his designated representative.

Upon receiving a request for maintenance and repair service, Service Contractor shall dispatch a

single HVAC Technician to inspect/diagnose the problem and provide an estimate of number of hours of labor, number of HVAC technicians or other staff required if more than one, and cost of parts or equipment required to complete the Work. No work shall begin and no parts or equipment shall be ordered prior to approval, in writing, by the Facility Maintenance Department. Service Contractor shall notify the Facility Maintenance Department immediately of any obstacles encountered that may be preventing Service Contractor from completing assigned projects. All work shall be inspected and approved by a representative of the Facility Maintenance Department prior to final payment.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement.

Time of Performance:
Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m.
Response times for the contractor to respond to a given request by the City are as follows:

Scheduled maintenance and repair service:
within twenty-four (24) hours

Emergency repair service:
Monday through Friday between 8:00 am and 5:00 pm - within one (1) hour
Monday through Friday after 5:00 pm and on weekends - within
two (2) hours.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facility Maintenance Department.

Upon arrival at a facility, the Service Contract Technician(s) shall check in with the facility staff to make them aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facility Maintenance Department representative.

All work shall be done in accordance with all State and Local Codes and all Federal Regulations.

Payments will be made monthly for completed services upon approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facility Maintenance Department.

For purposes of billing, invoiced time shall include the number of hours Service Contract Technician(s) was actively engaged in repair or maintenance work for the specified facility, including

reasonable travel time.

Each service must be invoiced separately.

Service Contractor must employ, at minimum fifteen (15) HVAC Technicians who possess a minimum of one year journeyman level experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

Miscellaneous Provisions:
Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

DC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

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
FACILITY MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-050-22

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facility Maintenance Department and dated April 25, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facility Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Goram Air Conditioning Company, Inc.

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

CITY OF MOBILE BUSINESS LICENSE NUMBER: 195350

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

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

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The

Contract shall be based on time and material cost with the Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

1. BASE BID – MAINTENANCE & REPAIR SERVICES - shall be based on the following Labor Rates:

HVAC Technician:
Hourly Labor Rate (between 8am and 5 pm) $ 80.00 /hour
Overtime Labor Rate (after 5pm and on weekends) $ 80.00 /hour

** Per hour labor rates shall include total labor including all overhead and profit, all travel costs, and all costs for tools, equipment, supplies, minor materials, and other incidentals necessary for complete service.*

2. SCHEDULE OF VALUES - for furnishing equipment, parts or other materials:

Parts/Material – Direct Cost plus 15 %

** Direct cost shall be based on invoiced amount from supplier/ manufacturer and shall include all shipping/ delivery costs and all applicable sales and use taxes.*

3. BID INCLUDES:
Addendum Number 0, Dated 0
Addendum Number 0, Dated 0
Addendum Number 0, Dated 0

4. 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.

5. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

6. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: City of Mobile
Company Address: Mobile, Alabama
Telephone: 251-208-1576 Email: james.arthur@cityofmobile.org
Type of Work: HVAC/Piping/Millwright
Date(s): 2016 thru present

B. Reference #2:
Company Name: Baldwin County Schools
Company Address: Hand Ave, Bay Minette, Alabama
Telephone: 251-752-4619 Email: rsanks@bcbe.org
Type of Work: HVAC/Piping/Millwright
Date(s): 1980 thru present

C. Reference #3:
Company Name: INEOS/Phenol
Company Address: Rangeline Road, Mobile, Alabama
Telephone: 251-443-3099 Email: Ben.Perkins@ineos.com
Type of Work: HVAC/Piping/Millwright
Date(s): 1978 thru present

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Goram Air Conditioning Company, Inc.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Darren W. Deas
(Typed)

TITLE Vice President
(Typed)

DATE May 25th, 20 22

Sworn to and subscribed before me this 25th **day of 20** 22

Notary Public exp. 4-14-25

END OF SECTION

Alabama Secretary of State

Goram Air Conditioning Company, Inc.	
Entity ID Number	000 - 036 - 895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	

Goram Air Conditioning Company, Inc.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

New Search

Company ID Number: 122561

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: GORAM AIR CONDITIONING CO., INC.

Company Facility Address: 1252 HOUSTON STREET
MOBILE, AL 36606

Company Alternate Address:

County or Parish: MOBILE

Employer Identification Number: 630680238

North American Industry Classification Systems Code: 238

Parent Company:

Number of Employees: 20 to 99 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: PAULA G WILLIAMS
Telephone Number: (251) 476 -5003 Fax Number: (251) 476 - 7471
E-mail Address: PWILLIAMS@GORAMAIR.COM

Company ID Number: 122561

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	05/27/2008
Signature	Date

Company ID Number: 122561

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer GORAM AIR CONDITIONING CO., INC.

PAULA G WILLIAMS	
Name (Please type or print)	Title
Electronically Signed	05/27/2008
Signature	Date

Department of Homeland Security – Verification Division

Client#: 14414 GORAI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2022

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

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

PRODUCER Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616	CONTACT NAME: Charlene C. Stout PHONE (A/C, No, Ext): 251 473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: ccstout@lyonfrycadden.com
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Middlesex Insurance Company — 23434 INSURER B : AL Self Insured WC Fund — NA INSURER C : Midwest Employers Cas. Co. — 23612 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X X	A0160905003	01/01/2022	01/01/2023	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 $500,000 $5,000 $1,000,000 $3,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	A0160905001	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $0	X	X	A0160905004	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X X	1000531 PSAL129001	01/01/2022 01/01/2022	01/01/2023 01/01/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

JOB: Service Contract-HVAC Maintenance and Repair, Various City of Mobile Facilities, #SC-050-22. General Liability, Automobile Liability & Umbrella Liability: Include the City of Mobile as additional insured on a primary and non-contributory basis as required by written contract. General Liability, Automobile Liability,
Umbrella Liability & Workers Compensation: Includes waiver of subrogation. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gaylord C. Lyon, Jr.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT IN EFFECT PRIOR TO ANY LOSS DAMAGE	LOCATION AND/OR PROJECT AS DIRECTED IN WRITTEN CONTRACT OR WRITTEN AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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Policy No.: A0160905003

Effective Date: 01/01/2022

Expiration Date: 01/01/2023

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: Goram Air Conditioning Company, Inc.

Endorsement Effective Date: 01/01/2022

SCHEDULE

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

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

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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 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:

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

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

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

Named Insured: Goram Air Conditioning Company, Inc.

Endorsement Effective Date: 01/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

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

Named Insured:
Endorsement Effective Date:

SCHEDULE

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

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

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

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

B. Primary And Noncontributory Insurance

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

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

(2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

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GENERAL CONDITIONS
April 18, 2022

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to

throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified

schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, 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.

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 upon completion of the specified work.
2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
3) Payments shall be made in accordance with the accepted Unit Prices as 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 employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

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

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

4) Excess/Umbrella Liability:
a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

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

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the law of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall

nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or

2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide improvements at Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course and Hope Community Center

Amount of Contract:

$343,361.28 combined

Funding Source

Project # Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course and Hope Community Center – 4 Improvemen	**Discretionary Funds**
Project String 20002000-42200 (6 different Capital Contract Summary Sheets attached)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
4 Improvement Projects - Taylor Park/Baumhauer-Randle Park/Azalea City Golf Course/Hope Community Center	Cover Memo	6/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/9/2022 - 10:46 AM
Capital	Rhodes, Brenda	Approved	6/9/2022 - 1:49

			PM
Legal	Kern, Chris	Approved	6/9/2022 - 2:12 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 2:14 PM

RESOLUTION

2022

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:	GOODWYN MILLS CAWOOD LLC
Project Name & Number:	Project One – PR-091-21 Taylor Park ($195,290.53) D3 Community Center, Pool, Pool House and Site Improvements Project Two – PR-092-21 Baumhauer-Randle Park ($68,937.50) D3 New Splash Pad and New Concession/Restroom Building Project Three – PR-029-21 Azalea City Golf Course ($60,839.50) D7 Range Building, Clubhouse Restroom Improvements and Equipment Building Project Four – PR-090-21 Hope Community Center ($18,293.75) D2 Improvements
Amount:	$343,361.28 COMBINED

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

(2 COPIES REQUIRED)

PROJECT NAME: CIP PARKS-TAYLOR PARK POOL AND GYM

CAPITAL PROJECT #: C0538 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-091-21

CONTRACT AMOUNT: $195,290.53

PROJECT DESCRIPTION: TO PROVIDE DESIGN & OBSERVATION CONSTRUCTION OF IMPROVEMENTS TO THE EXISTING COMMUNITY CENTER, POOL, POOL HOUSE AND SITE IMPROVEMENTS TO THE ATHLETIC FIELDS AT TAYLOR PARK (1050 BALTIMORE STREET).

VENDOR NAME: GOODWYN MILLS CAWOOD LLC

VENDOR NUMBER: 276184

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:** 5/27/2022

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP BAUM-RANDL-RESTR & SPLASHP

CAPITAL PROJECT #: C0713 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-092-21

CONTRACT AMOUNT: $68.937.50

PROJECT DESCRIPTION: TO PROVIDE DESIGN & CONSTRUCTION OBSERVATION OF THE CONVERSION OF A WADING POOL TO A SPLASH PAD & A NEW CONCESSION AND RESTROOM BUILDING AT BAUMHAUER-RANDLE PARK (1909 DUVAL STREET).

VENDOR NAME: GOODWYN MILLS CAWOOD LLC

VENDOR NUMBER: 276184

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:** 5/27/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: AZALEA CITY GOLF COURSE CLUBHOUSE

CAPITAL PROJECT #: C0492 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-029-21

CONTRACT AMOUNT: $18,339.35

PROJECT DESCRIPTION: TO PROVIDE DESIGN & CONSTRUCTION OBSERVATION TO THE CLUBHOUSE RESTROOM AT THE AZALEA CITY GOLF COURSE (1000 GAILLARD DRIVE).

VENDOR NAME: GOODWYN MILLS CAWOOD LLC

VENDOR NUMBER: 276184

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:** 5/27/2022

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: AZALEA CITY GOLF COURSE-DRIVING RAN

CAPITAL PROJECT #: C0569 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-029-21

CONTRACT AMOUNT: $22,464.37

PROJECT DESCRIPTION: TO PROVIDE DESIGN & CONSTRUCTION OBSERVATION OF A NEW RANGE BUILDING AT THE AZALEA CITY GOLF COURSE (1000 GAILLARD DRIVE).

VENDOR NAME: GOODWYN MILLS CAWOOD LLC

VENDOR NUMBER: 276184

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:** 5/27/2022

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: AZALEA CITY GOLF COURSE-EQUIP COVER

CAPITAL PROJECT #: C0570 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-029-21

CONTRACT AMOUNT: $20,035.78

PROJECT DESCRIPTION: TO PROVIDE DESIGN & CONSTRUCTION OBSERVATION OF A NEW EQUIPMENT BUILDING AT THE AZALEA CITY GOLF COURSE (1000 GAILLARD DRIVE).

VENDOR NAME: GOODWYN MILLS CAWOOD LLC

VENDOR NUMBER: 276184

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:** 5/27/2022

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP PARKS-HOPE COMM CENTER IMPRO

CAPITAL PROJECT #: C0308 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-090-21

CONTRACT AMOUNT: $18,293.75

PROJECT DESCRIPTION: TO PROVIDE DESIGN & CONSTRUCTON OBSERVATION OF THE IMPROVEMENTS TO THE HOPE COMMUNITY CENTER (850 EDWARDS STREET).

VENDOR NAME: GOODWYN MILLS CAWOOD LLC

VENDOR NUMBER: 276184

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:** 5/27/2022

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

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

Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

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

Taylor Park - Community Center, Pool, Pool House and Site Improvements
1050 Baltimore Street
Mobile, Alabama 36605
PR-091-21
For the design and observation construction of improvements to the existing community center, pool, pool house and site improvements to the athletic fields.
and
Baumhauer-Randle Park – New Splashpad and New Concession/Restroom Building
1909 Duval Street
Mobile, Alabama 36606
PR-092-21
For the design and construction observation of the conversion of a wading pool to a splashpad and a new concession and restroom building.
and
Azalea City Golf Course - Range Building, Clubhouse Restroom Improvements and Equipment Building
1000 Gaillard Drive
Mobile, Alabama 36608
PR-029-21
For the design and construction observation of a new range building, renovation to the clubhouse restroom and new equipment building.
and
Hope Community Center – Improvements
850 Edwards Street
Mobile, Alabama 36610
PR-090-21

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

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

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(1768454512)
User Notes:

For the design and construction observation of the improvements to the community center.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Taylor Park - Community Center, Pool, Pool House and Site Improvements, Baumhauer-Randle Park - New Splashpad and New Concession/Restroom Building, Azalea City Golf Course - Range Building, Clubhouse Restroom Improvements and Equipment Building, and Hope Community Center - Improvements and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the consultant's fee proposal dated April 7, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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For new construction and renovations designs to Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course, and Hope Community Center as outlined in the Consultant's fee proposal.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Taylor Park is One Million, Nine Hundred Fifty-Eight Thousand Three Hundred and 00/100 Dollars ($1,958,300.00. The estimated of construction at Baumhauer-Randle Park is Seven Hundred Thirty Thousand and 00/100 Dollars ($730,000.00). The estimated cost of construction at Azalea City Golf Course is Six Hundred Thirty-Nine Thousand Hundred and 00/100 Dollars ($639,000.00). The estimated cost of construction at Hope Community Center is One Hundred Sixty One Thousand Five Hundred and 00/100 Dollars ($161,500.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within three hundred sixty five (365) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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User Notes:

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop North Building #H
Mobile, Alabama 36609

.2
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jim Walker, AIA, Sr. Vice President
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: jim.walker@gmcnetwork.com
(251) 460-4006

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, Alabama 35203
(205) 323-6385

.2 Mechanical, Electrical, and Plumbing Engineer:

OLG Engineering, Inc
2605 Elm Hill Pike - Suite C
Nashville, Tennessee 35203
(615) 678-6022

.3 Civil Engineering:

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User Notes: (1768454512)

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36575
(251) 649-4011

.4 Special Consultant:

Pool Design Consultants
7122 Sunset Crater Place
Lancaster, South Carolina 29720
(704) 995-9270

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

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

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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

Init. /

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

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

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.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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(Paragraphs deleted)
§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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

§ 8.1.6 Standard of Performance:
Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

For Taylor Park:	
A. Basic Services Stipulated Sum:	$152,345.53
B. Pool Consultant Assessment Reimbursable Expenses:	$ 17,300.00
C. Pool Consultant Design Services Reimbursable Expenses:	$ 22,000.00
D. Permitting ADEM, NDPES Reimbursable Expenses:	$ 3,520.00
E. Printing Reimbursable Expenses:	$ 125.00
F. Total Compensation: (not to exceed)	$195,290.53
For Baumhauer-Randle Park:	
A Basic Services Stipulated Sum	$ 68,812.50
B. Printing Reimbursable Expenses:	$ 125.00
C. Total Compensation: (not to exceed)	$ 68,937.50
For Azalea City Golf Course:	
A Basic Services Stipulated Sum	$ 60,714.50
B. Printing Reimbursable Expenses:	$ 125.00
C. Total Compensation: (not to exceed)	$ 60,839.50
For Hope Community Center:	
A Basic Services Stipulated Sum	$ 18,168.75
B. Printing Reimbursable Expenses:	$ 125.00
C. Total Compensation: (not to exceed)	$ 18,293.75
A. Total Contract Amount: (not to exceed)	$343,361.28

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.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twelve and a half	percent (	12.5 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)
Procurement Phase	two and a half	percent (	2.5 %)
Construction Phase	twenty	percent (	20 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

Init. /

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.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Insurance Requirements, Exhibit 1
- c. Architect's E-Verify Documentation
- d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

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ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

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

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

City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract-Consultant
Goodwyn Mills Cawood, Inc.

ARCHITECT *(Signature)*

Jim Walker, AIA, Sr. Vice-President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jim Walker as Vice-President of Goodwyn Mills Cawood 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 9th day of May, 2022.

Doris Howard
NOTARY PUBLIC
My Commission Expires: _____

DORIS HOWARD
My Commission Expires
January 11, 2025

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User Notes:

GMC

Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

April 7, 2022

Shannon McIntyre
Project Manager
City of Mobile
205 Government Street
Mobile, AL 36602

RE: 4 Park Improvements
Mobile, Alabama

Dear Shannon:

Goodwyn Mills and Cawood (GMC) sincerely appreciate the opportunity to present this proposal to provide Architectural/Engineering Design Services for Improvements to 4 parks in Mobile Alabama, including; Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course, and Hope Community Center. We have reviewed the scope of work anticipated for this project and included pertinent work herein.

PROJECT SCOPE AND OPINION OF COST:

Taylor Park-)

Pool – Phase I – Alternate #1

-General Notes

- Resurface Whole Pool
- Fix Drains.
- Pool Cover System
- 2 Large Tree Stump Removal

Opinion of Cost	
Clean Pool & Remove Plaster	$15,000
Resurface Entire Pool	$75,000
New Chlorine Feeder	$2,000
PH Adjustment System	$2,500
Add Auto Feed Chemical controller	$15,000
Filter/s	$35,000
Piping, valves	$15,000
Pumps	$10,000
Mesh Pool Cover	$10,000
Electrical	$12,500
Total Opinion of cost	$192,000

Pump House – Phase II

-General Notes

- Remedy Flooding at Pump House
- Fresh Paint at Pump House.
- New Retaining Wall.
- Survey (included in professional fees)

Opinion of Cost	
Install French Drain	$15,000
Paint	$12,000
Retaining Wall	$15,000

GMC

Total Opinion of cost $42,000

Community Center – Phase I

-General Notes

- Exterior Light Upgrade including pathway and parking lot lights. Gymnasium light replacement is in a separate project.
- Interior and Exterior Door, Frame, and Hardware Replacement

-Exterior

- Structural inspection/repairs
- Back Right Cover is Falling in and Needs Repaired.
- Repaint Front the Existing White Wood at the Brick Entrances.
- Demo and Rebuild Grill with ADA Compliant path from Pavilion.
- Need solution for ADA compliant threshold at exterior door/s.

-Gymnasium

- New Gym Wood Flooring and Cover.
- New Score Board.
- Replace Left Side Bleachers.
- Fresh Paint.

-Kitchen

- Replace Exterior Rollup Door.
- Replace Hand Sink in Kitchen.
- Fix Gap in Floor
- Fix HVAC in Kitchen.
- Replace Stove Hood

-Lobby/Hallways

- New ADA Water Fountain with Bottle Filler.

-Restrooms

- Bring Restrooms up to ADA Code.
- New Non- Touch Faucets at Sinks
- New Power Hand Dryers
- New Solid Phenolic Toilet Partitions
- Remove Doors
- Solution for Threshold more than ½" high.
- New Restroom Accessories like Soap Dispensers, Toilet Paper Dispensers, Feminine Trash Cans, and Trash Cans.

-Sports Equipment Room

- Remove Flooring, Leave Concrete, Sand, Prime, Paint, and Seal.

-Media Room (Computer Room)

- 6'Wx2'D Lockable Storage,

-Supply Closets

- Repair Shelves
- Burnish Pad is Stuck to Floor- Unstick and Remove Flooring, Leave Concrete, Sand, Prime, Paint, and Seal.

-Office

- Fresh Paint on Walls and Ceiling.

Opinion of Cost	
Men and Women's Restroom Renovations	$15,000
New ADA Compliant Restroom	$20,000
Painting	$65,000
Doors, Frames, & Hardware	$50,000
Exterior Grill	$2,500
Flooring	$50,000
Gym Floor and Cover	$125,000
Gym Bleachers	$20,000
Kitchen Roll-up Door	$3,500

Electrical	$60,000
HVAC Repairs	$10,000
Hood Replacement	$3,000
Plumbing	$45,000
Toilet Partitions and Tlt Accessories	$16,000
Casework	$8,500
Structural Repair	$10,000
Concrete	$20,000
Exterior Structural Repairs	$30,000
Total Opinion of cost	$523,500

Pavilion – Phase II

-General Notes

- Paint Pavilion
- Typical Pavilion Lights that the City uses with Photocell. About 4 Lights (1 at Each End) Dusk to Dawn for Security.

Opinion of Cost	
Painting	$35,000
Electrical	$12,000
Total Opinion of cost	$47,000

Pool House – Phase II

-General Notes

- ADA Upgrades Including New Doors, Frames, and Hardware, Restrooms, Toilet Partitions and Accessories, Outside Shower, Drinking Fountain, Interior and Exterior Painting.
- Exhaust Fan Replacement.
- Electrical Upgrades, Interior and Exterior Lighting, Power, Exit Signs, etc.
- Trim Oak Tree
- Demolish wooden flower beds
- Add curb cut and slope new concrete from parking to main entry.

Opinion of Cost	
Site work	$12,000
Exterior and Interior Painting	$35,000
Doors, Frames, & Hardware	$30,000
Toilet Accessories	$20,000
Electrical	$35,000
Plumbing	$75,000
HVAC	$16,000
Total Opinion of cost	$189,000

Softball Field, Baseball Field, Football Field– Phase III

- Skim baseball, softball, and football field about 4", infill with a better mix of soil with sand, grade, add irrigation, then lay Bermuda sod. Provide irrigation meter if an existing one does not exist.
- Add cover to existing baseball field dug-outs. Provide a chain link dug-out at softball field with cover on top.
- Add a connector path from parking lot to both dug-outs and bleachers that meet ADA requirements.
- Modify existing bleachers on bottom row to accommodate an inclusion space for a wheelchair.
- Add 2-3 more field light poles total for Softball and Football fields.
- Run fence from Baseball Field to the football bleachers, turn the fence and run it to the end of the football field and close off the end of the field. Provided a passage between Baseball and

GMC

Softball field to the gate at the end of the field that connects the neighborhood to the community center. Be sure pathway is lighted.

- The current bleachers at the football field are about at the 50-yard line. Provide new bleachers on both sides at football field. Provide aluminum team bench for both sides at football field.
- Provide water bottle filler/drinking fountains at each field.

Opinion of Cost	
Demolition/ Material Haul off	$50,000
New soil mix and sod	$400,000
Irrigation Well and Pump	$50,000
Sports fields irrigation	
Football	$75,000
Baseball	$71,500
Softball	$50,325
5' wide concrete path w lights	$65,000
New Sports Lighting	$75,000
New Fencing	$60,000
New Bleachers (Football Field)	$65,000
Total Opinion of cost	$961,825

Pool Renovations	$192,000
Pump House Renovations	$42,000
Community Center Renovations	$523,500
Pavilion Renovations	$47,000
Sports field improvements	$961,825
Pool House Renovations	$189,000
Project Total	**$1,958,325**

Baumhauer-Randle Park-

-General Notes

- New Restroom Building Similar per City Standards
- Benches at the basketball court (so we can get rid of those ancient bleachers)
- Install water fountains at basketball court and ball fields would be great.
- It would be nice to go ahead and demo the wading pool and remove the maintenance/flooding issues even if there is no immediate plan to replace it with a splash pad.
- Drainage. That front area between the parking lot and the restroom (and where the playground is) turns into a swamp with even the slightest rain...great place for a drainage project.
- Convert Wading Pool to Splashpad

Opinion of Cost	
Demolish Existing Buildings	$50,000
New Restroom Building	$384,000
Splash Pad	$300,000
Total Opinion of cost	**$734,000**

Azalea City Golf Course-

Range Building

-General Notes

- 30x40 Building, Waist High Split Face Block with panel above.

- Hose Bibb in Building to connect to Golf Ball Washing Equipment
- Dishwasher Faucet from Above would Work Well for Equipment.
- Wash pad outside
- Double Garage Doors Facing Range (12'x12')
- Single Garage Door facing Vendor (Smaller, but Fit Golf Cart)
- Covered Area for Vendors 8x8
- Drain needs to Connect to Building Sewer.
- No Air Conditioning, but Does Need Ceiling Fans.
- Plenty of Electrical Outlets (GFCI).
- No Restroom.
- Ramp Up to Building for Cart.
- Survey this Area. (included in professional services)

Opinion of Cost	
Doors, Frames, & Hardware (3 ext. doors)	$3,600
IR Garage Doors (3)	$45,000
CMU	$18,000
Painting	$10,000
Electrical	$36,000
Plumbing	$10,000
Ventilation	$15,000
Concrete	$25,000
30x40 Building Metal Building	$50,000
Metal Panels & Trim	$25,000
Total Opinion of cost	$237,600

Restrooms/Locker Rooms

-General Notes

- Interior Painting.

-Men's Restroom

- 1st Shower Needs Hot Water to Work.
- Reconfigure Restroom - Need 2 Restroom Stalls, Don't need 3 Urinals, Only need 2, Don't Need all the Existing Counter,
- Repair Sewer Issues (Possibly not Enough Fall on Pipes).
- Replace Restroom Accessories.

-Men's Locker Room

- Replace Heavy Duty Tile Floor (Hard to Clean Deep Cracks Between Tiles) with New LVT Wood Pattern Floor.
- Layout of Locker Room is Fine.
- Replace Lockers, but same as Existing Tall Lockers that Fit Golf Clubs.
- Replace Benches.
- Repair Leaking Roof or Condensation at HVAC. 4 Leaky Places.
- Install Built-In Computer Desk.
- Replace Lights Fixtures w/ LED.

-Women's Restroom

- The Stalls are too Narrow, need Reconfigured.
- Shower Area Also, needs Dressing Area.
- Maybe Combine ADA Toilet.
- Replace Restroom Accessories.

-Women's Locker Room

- Match New Lockers to Men's Locker Room.
- New Wood Grain Hard Tile Flooring.

Opinion of Cost	
Demolition	$20,000
Painting	$65,000

Men's and Women's Restrooms	$35,000
Electrical	$15,000
Plumbing	$20,000
HVAC	$5,000
Lockers	$20,000
Flooring	$35,000
Casework	$10,000
Total Opinion of cost	$193,000

Garage Cover - Alternate

-General Notes

- 24'Wx62'L x14'-6"H Pre-Engineered Metal Building (See 2020 Kemko quote.)
- 26 ga Exposed Fastener Roof 1:12 pitch
- No walls
- (2) 3' Eave Extensions – No soffit needed
- Quote does not Include Footings
- Relocate Pole.
- What to Do with HVAC Unit? Relocate?
- Roof will be above other 2 buildings Roofs.
- Add Gutters.
- Repave Under Garage.
- Install 6' High Gate at Each End of Garage that Locks.

Opinion of Cost	
Metal Building Frame and Roof	$65,000 (Per Scott Armstrong at Kemko)
Excavation/Fill	$25,000
Painting	$10,000
Relocate Pole	$5,000
Footings	$35,000
Gutters	$8,500
Repaving	$20,000
Casework	$15,000
Gates	$25,000
Total Opinion of cost	$208,500

Range Building	**$237,600**
Locker Rooms and Restroom Renovation	**$193,000**
Garage Building	**$208,500**
Project Total	**$639,100**

Hope Community Center- (CIP 2022- $200k)

Community Center

-General Notes

- New Lighting
- New Signage/Room Number

-Game Room

- Fresh Paint with 2 Accent Wall
- Game Console Security Box and Wall Storage
- Cabinets (2)

-Meeting Room 2

- Fresh Paint with 1 Accent Wall
- Stainless Steel Counter Top and Cabinetry Repair and Refinish (New Hardware)

- New Cabinet.

-Lobby/Hallways
- Fresh Paint with 2 Color Design

-Meeting Room/ Multipurpose Room 5
- Fresh Paint with 1 Accent Wall
- New Folding Partition Wall and Remove Old Track.

-Art Room 4
- See General Notes

-Computer Lab
- Cord Covers & Wall Storage Cabinet for TV and Video Games.

-Entrance
- Cabinet at Front Entrance Table.

-Outdoors
- Building Lighting for All Sides

-Gym
- Install Wheelchair Entrance/ Exit Ramp (Side Single Door) and Sidewalk to Existing Side Sidewalk.

Opinion of Cost	
Painting	$65,000
Concrete	$12,500
Casework	$7,500
Doors and Frames, Hardware	$4,000
Signage	$2,500
Toilet Partitions and Accessories	$25,000
Folding Partition Wall	$35,000
Electrical (new int.)	$20,000
HVAC (exhaust fans)	$10,000
Total Opinion of cost	$161,500

GMC SCOPE OF WORK:
Architectural and Engineering Design Services
- Site/Civil Design
- Architecture and Interior Design
- Electrical Engineering
- Mechanical and Plumbing Engineering
- Structural Engineering
- Bidding and Construction Administration

GMC DETAILED SCOPE OF WORK:
A/E services for the above referenced project shall include the following detailed scope of work:

Site / Civil Engineering:
a. Grading design
b. Erosion control

Architectural & Interior Design:

a. Code Review and Compliance including ADA Guidelines
b. Architectural Drawings including site plans, floor plans, sections and details of building components and casework
c. Interior finish schedules and legends
d. Architectural Specifications & Shop Drawing Review.
e. Submit set of Construction Drawings and Specifications to authority having jurisdiction.

Structural Engineering: (for Taylor Park Community Center and Azalea Golf Course Metal Building Only)

a. Inspection of Existing Conditions.
b. Structural Design Drawings and Details
c. Specifications and shop drawing review

Electrical Engineering:

a. Standard Power design/coordination with mechanical and plumbing requirements
b. Lighting – Power and switching, including egress lighting, exit signs and fixture schedule
c. Fire Alarm System – Provided by performance specification (if required)
d. Electrical specifications and shop drawing review

Mechanical Engineering:

a. Exhaust system design
b. Specifications and Shop drawing review

Plumbing Design:

a. Sanitary waste and vent system
b. Domestic cold and hot water system
c. Specifications and Shop drawing review
d. Inspection of Existing Pump House and Pool Drainage at Taylor Park Only.

Bidding and Construction Administration Services:

a. Provide Advertisement for Bidders.
b. Review and Response to Contractor RFI's
c. Conduct Pre-Bid Meeting – Provide Meeting Minutes
d. Conduct Bid Opening and Certification of Received Bids
e. Minimum of one site visit per week and as needed w/ Construction Observations Reports with backup photo documentation.
f. Closeout documents and year end inspections

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GM&C would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal.

- Construction staking
- Surveying
- Geotechnical testing
- Construction material testing and special inspections
- Parking Lot lighting design
- Record drawings submission
- Full-time, on-site construction representation

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:
A preliminary opinion of probable cost of work is as follows for the construction of the building and site improvements;

Opinion of Construction Costs

Taylor Park	**$1,766,325**

Cost of the Work	Basic Fee in Percent
1,750,001 – 2,000,000	6.9%
2,000,001 – 2,500,000	6.8%

Our preliminary fee for Basic Services includes the following services. (Civil/Site Design, Structural, Architectural, Mechanical, Electrical and Plumbing) would therefore be $1,766,325 x 6.9% x 25% (for major renovation) = $1,766,325 x 8.625% = $152,345.53, and would be billed as follows:

Schematic Design 10%	$15,234.55
Design Development 15%	$22,851.83
Construction Documents 50%	$76,172.76
Bidding & Negotiation 5%	$7,617.28
Construction Administration 20%	$30,469.11
A/E Basic Services Total Fee	***$152,345.53***
Pool Consultant (Assessment services)	***$17,300***
Pool Consultant (Design Services)	***$22,000***
Permitting ADEM, NPDES	***$3,520***
Total Professional Services	***$195,165.53***

Opinion of Construction Costs

Randal-Baumhuaer	**$734,000**

Cost of the Work	Basic Fee in Percent
600,001 – 700,000	7.6%
700,001 – 800,000	7.5%

Our preliminary fee for Basic Services includes the following services. (Civil/Site Design, Structural, Architectural, Mechanical, Electrical and Plumbing) would therefore be $734,000 x 7.5% x 25% (for major renovation) = $734,000 x 9.375% = $68,812.50 and would be billed as follows:

Schematic Design 10%	$6,881.25
Design Development 15%	$10,321.87
Construction Documents 50%	$34,406.25
Bidding & Negotiation 5%	$3,440.63
Construction Administration 20%	$13,762.50
A/E Basic Services Total Fee	***$68,812.50***

Opinion of Construction Costs
Azalea City Golf Course **$639,100**

Cost of the Work	Basic Fee in Percent
600,001 – 700,000	7.6%
700,001 – 800,000	7.5%

Our preliminary fee for Basic Services includes the following services. (Civil/Site Design, Structural, Architectural, Mechanical, Electrical and Plumbing) would therefore be $639,100 x 7.6% x 25% (for major renovation) = $639,100 x 9.5% = $60,714.50, and would be billed as follows:

We will bill the 3 projects separately as follows.

Clubhouse 30%	**$18,214.35**
Schematic Design 10%	$1,821.43
Design Development 15%	$2,732.15
Construction Documents 50%	$9,107.18
Bidding & Negotiation 5%	$910.72
Construction Administration 20%	$3,642.87
Range Building 37%	**$22,464.37**
Schematic Design 10%	$2,246.44
Design Development 15%	$3,369.66
Construction Documents 50%	$11,232.18
Bidding & Negotiation 5%	$1,123.22
Construction Administration 20%	$4,492.87
Equipment Building 33%	**$20,035.78**
Schematic Design 10%	$2,003.56
Design Development 15%	$3,005.37
Construction Documents 50%	$10,017.89
Bidding & Negotiation 5%	$1,001.79
Construction Administration 20%	$4,007.17
A/E Basic Services Total Fee	***$60,714.50***

Opinion of Construction Costs
Hope Community Center **$161,500**

Cost of the Work	Basic Fee in Percent
100,001 – 200,000	9.0%
200,001 – 300,000	8.0%

Our preliminary fee for Basic Services includes the following services. (Civil/Site Design, Structural, Architectural, Mechanical, Electrical and Plumbing) would therefore be $161,500 x 9.0% x 25% (for major renovation) = $161,500 x 11.25% = $18,168.75 and would be billed as follows:

Schematic Design 10%	$1,816.87
Design Development 15%	$2,725.31
Construction Documents 50%	$9,084.37
Bidding & Negotiation 5%	$908.45
Construction Administration 20%	$3,633.75
A/E Basic Services Total Fee	***$18,168.75***

HOURLY RATES

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	$240.00/ hour
Senior Architect, Engineer	$190.00/ hour
Architect, Engineer, Interior Design I/ Hydrogeologist/ Ecologist	$170.00/ hour
Architect, Engineer, Interior Design II/ Land Surveyor	$150.00/ hour
Architect, Engineer Intern I/ Geologist/ Biologist	$130.00/ hour
Architect, Engineer Intern II/ Resource Analyst	$110.00/ hour
CADD Technical I	$105.00/ hour
CADD Technical II/ Draftsman	$90.00/ hour
CADD Technical III	$80.00/ hour
Construction Administration/ ROW Acquisition	$115.00/ hour
Administrative	$70.00/ hour

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.15 times our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Out-of-town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense. Automobile travel associated with the project and incurred by our employees will be invoiced at $0.432/ mile.
- Additional Professional renderings or models requested by the Owner.
- The reimbursable expenses of our consultants.

Anticipated costs for Reimbursable Expenses:
Printing - (2) Sets of plans and specifications $500
Advertisement – City will Advertise Project
Printing costs if needed will be included with printing.

DESIGN and CONSTRUCTION SCHEDULE:

Design and Construction Schedules will be provided for each project once a notice to proceed is issued. A preliminary schedule for design and construction is provided below.

Taylor Park	Design 4-5 Months	Construction 6-8 Months
Baumhauer-Randal Park	Design 2-3 Months	Construction 5-7 Months
Azalea City	Design 3-4 Months	Construction 6-8 Months
Hope Center	Design 2-3 Months	Construction 4-5 Months

SUMMARY:
Shannon, we are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GOODWYN, MILLS & CAWOOD, INC.

Jim Walker, AIA
Sr. Vice President - Mobile Architecture

Should the above proposal be acceptable please return a signed copy for our files and I will proceed with the Owner Architect Contract as stated above.

Accepted:_____ Date:_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	GOODWYN MILLS CAWOOD LLC
Address	11 N. WATER STREET, SUITE 15250, MOBILE AL, 36602
Telephone	251-460-4006
E-Mail	jim.walker@gmcnetwork.com

RFP/RFQ Solicitation Number	
Project Description	CITY OF MOBILE PARK IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO _____ Total #of Employees 450

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jim Walker, AIA

Signature: _____ Date: 5/2/2022

Title: Vice President

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

Name: Jim Walker, AIA Title: Vice President

Email: jim.walker@gmcnetwork.com Phone: 251-5460-4006

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company GMC LLC Your Bid/Proposal Amount $ $342,860 Date: 5/2/2022

_____/ _____/_____ Description City of Mobile Park Improvements

Name of Bidder/Proposer: GMC LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Driven Engineering	251-649-4011	Site / Civil Engineering	$35,148	10.25%	Yes	
MBA Engineers Inc	205-323-6385	Structural Engineering	$15,500	4.52%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: GMC LLC

Contact Person: Jim Walker, AIA Phone 251-460-4006 Email jim.walker@gmcnetwork.com

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

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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

_____

_____

Alabama Secretary of State

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---
Incorporators	
Incorporator Name	JOHNSON, D KYLE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date Capital Amounts Changed From	06/30/1997 $10,000 Authorized --- Paid In
Transaction Date Miscellaneous Filing Entry	12/29/1999 CANCELLATION OF REACQUIRED SHARES
Transaction Date Miscellaneous Filing Entry	03/20/2000 AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date	12/30/2002
Legal Name Merged	Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date	12/30/2002
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date	10/31/2005
Registered Agent Changed From	MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date	09/05/2018
Agent Mailing Address Changed From	* Added
Transaction Date	09/05/2018
Registered Agent Changed From	CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Kari Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2022

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

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

PRODUCER	CONTACT NAME: Jackie Murk
RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Insurance Company	32603
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goodwyn Mills Cawood, LLC
Goodwyn, Mills & Cawood, Inc.
P.O. Box 242128
Montgomery AL 36124

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEC904558705	07/01/2021	07/01/2022	Each Claim	$1,000,000
							Aggregate	$1,000,000

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

Re: Design & consruction observation of several Mobile City Parks (Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course, Hope Community Center).
A 30 Day Notice of Cancellation applies except in the case of non-payment of premium.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

MB Austin

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Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2022

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

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

PRODUCER	CONTACT NAME: Julie Faulkner	
Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	PHONE (A/C, No, Ext): 334-273-7277	FAX (A/C, No): 334-273-9197
	E-MAIL ADDRESS: jfaulkner@hdbinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire Insurance Co.	25615
INSURED Goodwyn Mills & Cawood, Inc. Goodwyn Mills Cawood, LLC. PO Box 242128 Montgomery, AL 36124	INSURER B : Travelers Property Casualty Co of Ameri	25674
	INSURER C : AGCSIF/Midwest Employers Casualty Co.	23612
	INSURER D : Midwest Employers Casualty Company	23612
	INSURER E : Phoenix Insurance Company	25623
	INSURER F : Continental Insurance Company	35289

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6600J635966COF22	03/03/2022	03/03/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	X	X	8100N4186272243G	03/03/2022	03/03/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP7K3140622243	03/03/2022	03/03/2023	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
F	DED X RETENTION $10,000			6050024662EXCESS	03/03/2022	03/03/2023		$6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	CA1452022 AL Only	01/01/2022	01/01/2023	X PER STATUTE / OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		PGSC180024	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC009234	01/01/2022	01/01/2023	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

WC Alabama Policy - Waiver of Subrogation is included in favor of certificate holder when required by written contract.

Alabama Work Comp-Regarding effective and expiration, both days are at 12:01 Standard Time at the insured's

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bonnie H Harmon III

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CMC

DESCRIPTIONS (Continued from Page 1)

address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (DBA: Comp Trust AGC) is rated by A.M. Best and their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

Work Comp Out of State policy applies to the following States: GA, SC, TN, TX, FL, MS, LA
Blanket WOS is included for WC Out of State Policy.

Project: Design & consruction observation of several Mobile City
Parks (Taylor Park, Baumhauer-Randle Park, Azalea City Golf Course, Hope Community Center)
City of Mobile is named as Additional Insured on the General Liability and Automobile Liability policies, on a primary and noncontributory basis, as their interest may appear regarding work performed or services provided by the named insured for referenced project where required by written contract and subject to the policy terms and conditions. Waiver of Subrogation applies to the Additional Insured with respect to General Liability, Auto Liability, and Workers Compensation where required by written contract. 30 day Notice of Cancellation is provided per policy terms, conditions, and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/9/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/9/2022 - 2:35 PM

37- 2022

RESOLUTION

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

Adopted:

_____

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Aundra Dennis to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 14, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

41-484 **2022**

RESOLUTION

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

Adopted: MAY 31 2022

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, _____, individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate: Aundra F Dennis

Mobile Business Address: 559 Osage St

Telephone: 251-447-4433 Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: 08-20-1969 SSN: _____

Mobile Residence Address: 559 Osage St AL 36617
(City, State, Zip code)

Telephone Number: 251-447-4433 Driver's License #: _____

Residing in Mobile County: Years: 45 Months: _____

U.S. Citizenship: Yes V No _____

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

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

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

Business Address: 559 Osage St Mobile AL 36617

(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)

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

Name	Date	Amount	Location	Disposition

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

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

Location of terminal/depot or stand & stables: Mobile

What will be your days and hours of operation? 7 days a week

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:
Make: 2010 MCLJ45 Year: 2010 Model: Custom Coach
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	DENNIS, AUNDRA FREDERICKA		
Address:	559 OSAGE ST MOBILE ALABAMA 36617	**Nick Name:**	
Phone:	251-447-4433		
Race:	BLACK	**DOB:**	8/20/1969
Sex:	M	**Age:**	52
Weight:	200	**Eyes:**	BROWN
Height:	5'10"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** DM	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

THE CITY OF MOBILE, ALABAMA
Est. 1814
With Respect for Everyone
POLICE DEPARTMENT

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

[redacted] BY: C. Harris NT
May 20 2022

Arrests Report -MOBILE POLICE DEPARTMENT

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN :

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
187080463502	1870804635	8/26/1987	DENNIS, ANNDRA FREDERICK	8/20/1969	UNKNOWN LOCATION UNKNOWN,	SYSTEM CONVERSION,	CONV	1610 SHELTON BEACH RD UNKNOWN,	REFUSE TO AID OFFICER
189030259301	1890302593	3/14/1989	DENNIS, AUNDRA FREDERICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	SYSTEM CONVERSION,	CONV	4901 ZEIGLER BLVD UNKNOWN,	LIQUOR POSSESS/MANUFACTURE
189060362201	1890603622	5/31/1990	DENNIS, ANDRE FREDERICK	8/20/1969	UNKNOWN LOCATION UNKNOWN,	SYSTEM CONVERSION,	CONV	51 GOVT ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
190040232501	1900402325	5/31/1990	DENNIS, ANDRE FREDERICK	8/20/1969	UNKNOWN LOCATION UNKNOWN,	SYSTEM CONVERSION,	CONV	51 GOVT ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
190050755501	1900507555	5/31/1990	DENNIS, ANDRE FREDERICK	8/20/1969	UNKNOWN LOCATION UNKNOWN,	SYSTEM CONVERSION,	CONV	SHORT EARL/FISHERS UNKNOWN,	SIMPLE ASSAULT - POLICE OFFICER RESISTING ARREST LOITERING FOR DRUG PURPOSES POSSESS DRUG PARAPHERNALIA 1ST OFFENSE
193110278301	1931102783	12/31/1993	DENNIS, AUNDRA FREDERICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	RANSOM, M	CONV	51 GOVT ST UNKNOWN,	AGGRAVATED ASSAULT 2ND - NON FAMILY GUN
193120668301	1931206683	12/31/1993	DENNIS, AUNDRA FREDERICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	SCARBROUGH, M D	CONV	UNIVERSITY BLVD @ COTTAGE HILL UNKNOWN,	NO PISTOL PERMIT RECEIVE STOLEN PROPERTY 3RD
194015074001	1940150740	3/1/1994	DENNIS, AUNDRA FREDERICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	MORGAN, W G	CONV	51 GOV'T ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
194056109001	1940561090	5/28/1998	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	TERRELL, THOMAS	CONV	COTTAGE HILL RD & HILLCREST RD UNKNOWN,	ALIAS/BENCH WARRANT ARREST
19405610900A	1940561090	10/20/1994	DENNIS, AUNDRA FREDERICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	MOSS, G E	CONV	51 GOVT ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
196070365001	1960703650	7/17/1996	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	BARBER, JAMES	CONV	STANTON RD @ SPRINGHILL AVE MOBILE,	AGGRAVATED ASSAULT 3RD - NON FAMILY STRONG ARM
196110352901	1961103529	11/20/1996	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	MORGAN, M W	CONV	3600 MICHAEL BLVD MOBILE,	HARASSMENT
196110376701	1961103767	11/20/1996	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	MORGAN, M W	CONV	3600 MICHAEL BLVD MOBILE,	HARASSMENT

MOBILE POLICE DEPT RECORDS UNIT

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD
CHECKED BY: C. Knight
DATE: May 20, 2022

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
197086873801	1970868738	10/18/1997	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	HOFFMAN, R L	CONV	COTTAGE HILL/SERV RD UNKNOWN,	ALIAS/BENCH WARRANT ARREST
197086873901	1970868739	5/28/1998	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	TERRELL II, T L	CONV	COTTAGE HILL RD & HILLCREST RD UNKNOWN,	ALIAS/BENCH WARRANT ARREST
19708687390A	1970868739	10/18/1997	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	HOFFMAN, R L	CONV	COTTAGE HILL/SERV RD UNKNOWN,	ALIAS/BENCH WARRANT ARREST
199085534701	1990855347	9/13/1999	DENNIS, AUNDRA FREDRICKA	8/20/1969	UNKNOWN LOCATION UNKNOWN,	MAHATHY, M F	CONV	METRO JAIL UNKNOWN,	ALIAS/BENCH WARRANT ARREST

17 Records Selected

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

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

CHECKED BY: [signature]
DATE: May 20, 2022

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/9/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/9/2022 - 2:36 PM

37- 2022

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Modern Transport, LLC, for a Certificate of Public Convenience and Necessity to operate a taxi cab service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Modern Transport, LLC to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 14, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

41-483 **2022**

RESOLUTION

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

Adopted: MAY 31 2022

Lisa D Thompson

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Dalton Vaughan individually or on behalf of Modern Transport, LLC., hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Modern Transport, LLC.

Business Address: 4358 Old Shell Rd Ste B Mobile, AL 36608

Telephone: (251)802-6632 Trade Name Modern Transport, LLC.

Business Information

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

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

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

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

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

Business Address: _____
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Dalton Vaughan	Single-member	907 Kensington Dr Mobile, AL 36608	

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

Name	Date	Amount	Location	Disposition
Not Applicable				

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

Taxicab [X] Sedan [ ] Shuttle [ ] Horse Drawn Carriage [ ] Other [ ]

Location of terminal/depot or stand & stables: Owner Operated

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Dodge	Year:	2021	Model:	Grand Caravan
Make:	Chevrolet	Year:	2015	Model:	Tahoe
Make:	Kia	Year:	2020	Model:	Sedona

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

Color Scheme: Black, White, Orange

Insignia: Trade name will be displayed in plain font on the sides of the vehicle.

Trade Name: Modern Transport, LLC.

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

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Modern Transport, LLC.

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 **DAY OF** May **, 20** 22

Notary Public

CHERRELL ROSALES
NOTARY PUBLIC
ALABAMA STATE AT LARGE

CHERRELL ROSALES
Notary Public
Alabama State at Large
My Commission Expires 10/5/2022

Personal Data Report

General Descriptors

Name:	VAUGHAN, DALTON ALEXANDER		
Address:	8738 WOODCHESTER COURT MOBILE ALABAMA 36619	**Nick Name:**	
Phone:	251-802-6632		
Race:	W - WHITE	**DOB:**	12/30/1996
Sex:	M	**Age:**	25
Weight:	195	**Eyes:**	BLUE
Height:	6'01"	**Facial:**	
Hair:	BLONDE OR STRAWBERRY	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: M. Christie
DATE: 5/19/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Tasking Ransom Ministries, INC. to pick-up litter exempt from bid because this is a Professional Services Contract.

Amount of Contract:

27000.00

Funding Source

Project # No project number at this time

Discretionary Funds N/A

Project String not capital

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
Ransom Ministries Inc. Services Agreement	Cover Memo	6/9/2022
Certificate of Insurance	Cover Memo	6/9/2022
Routing form	Cover Memo	6/9/2022
Resolution	Cover Memo	6/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Williams, Lori	Approved	6/9/2022 - 3:59 PM
Accounting	Daniels, Bettye	Approved	6/9/2022 - 4:49 PM
			6/10/2022 - 8:58

Legal	Kern, Chris	Approved	AM
Legal	Kern, Chris	Approved	6/10/2022 - 8:58 AM
Mayors Office	Barber, James	Approved	6/13/2022 - 5:44 PM

STATE OF ALABAMA)

COUNTY OF MOBILE)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (sometimes hereinafter "Agreement") is made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **RANSOM MINISTRIES, INC.,** a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), which parties agree as follows:

WHEREAS, the Contractor is a Section 501(c) (3) organization which promotes comprehensive and innovative job readiness and skills training seeking to provide workforce training to formerly incarcerated, homeless or addicted persons through its operation of recycling services; and

WHEREAS, the Contractor desires to enter into an agreement with City to provide litter collection services in furtherance of its workforce training and recycling; and

WHEREAS, City recognizes the public purpose served and public good achieved by promoting job and life skill training while also promoting health and safety for the community by litter and trash collection;

NOW, THEREFORE,

WITNESSETH:

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

City hereby agrees to pay the Contractor the sum of, and not to exceed, **TWENTY-SEVEN THOUSAND DOLLARS AND NO/100 ($27,000.00)**, payable for the sixty-day period following complete execution of this Agreement. Said funds will be disbursed in two monthly payments in the amount of **THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($13,500.00)** each, which payment shall result from written requests to be sent to the City's Finance Department. **Additionally, Contractor agrees to submit monthly activity reports and financial statements summarizing its expenses and work hours devoted to the project.**

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used to fund the services herein contracted for.

SCOPE OF SERVICES. Contractor shall provide to City general right of way litter removal from the below specified locations. Any manmade object as small as a cigarette butt shall be considered litter. Contractor workers will clean the designated area of litter and arrange for the removal of bagged litter at the end of each day. Other locations may be added as the parties may mutually agree in writing.

a) Halls Mill Rd - McVay Drive N to Rangeline Road
b) Hamilton Blvd - Rangeline Road to Hwy 90
c) Shelton Beach Rd -Moffett Road to Bear Fork Road
d) Bear Fork Rd - Moffett Road to Shelton Beach Road (South side only)
e) Howells Ferry Rd - Moffett Road to Cody Road
f) Wolf Ridge Rd - Moffett Road to Laidlaw Lane
g) Conception Street Rd -Morgan Street to Craft Highway
h) Michael Blvd - Montlimar Drive to Azalea Road
i) Azalea Rd - Michael Blvd to West of Village Green Drive W

Contractor will work with the City's Sanitation Department and Litter Crew to create a weekly schedule and map litter pick up locations. Contractor will spend the 60-day trial period working to determine how long it takes to collect litter on each of the streets identified and the parties will work together to define acceptable levels of work effort.

In the event of severe weather, parties will coordinate to adjust scheduling, but in no event shall days of collection be less than 23 days per month.

Contractor shall submit weekly reports to the City that will include at least the following information: number of staff, hours on task, pounds collected, before and after photos, and tracking using the City's ARC GIS Smart Phone Tracking Application.

DUTIES OF CONTRACTOR REGARDING EMPLOYEES. Contractor shall have the sole duty to recruit, interview, test, screen and orient all workers to be assigned to the City litter removal services prior to their assignment. Contractor's Supervisor will handle removing and replacing workers. Contractor shall be responsible for maintaining personnel and payroll records, hiring, assigning, reassigning, counseling, disciplining, and discharging workers, and compliance with all employment laws, including, without limitation, federal wage and hour laws. Contractor shall comply with OSHA safety regulations. Contractor shall have sole duty of training and orientation, handling employee work-related claims and complaints, drug screening of each worker, review of criminal conviction record, providing personal protective equipment ("PPE"), providing drug and alcohol testing for each worker involved in any accident involving personal injury or property damage, which testing shall be provided immediately following any such accident, and providing all tools needed to perform the defined tasks including but not limited to Safety Vests, Gloves, Litter Pickers, Trash Bags, and Handheld Scales.

PAYROLL. Contractor assumes full responsibility for paying workers, withholding and transmitting payroll taxes, making unemployment contributions, responding to claims for unemployment and workers compensation proceedings involving its employees. Workers shall

not be treated as employees of City for any reason, including for purposes of holidays, vacations, disability, insurance, pensions or other employee benefits offered or provided by the Client.

TERMINATION. The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement for cause. This Agreement and/or any work schedule may be terminated by either party without cause upon fifteen (15) days' notice to the other in writing. If City is dissatisfied with one or more workers assigned to City litter removal, Contractor shall remove such person upon notice immediately and replace them with another worker.

CITY DUTIES. City shall provide locations for needed litter removal, shall convey and coordinate with Contractor the expectations of completed work product, review work product and provide feedback to ensure workers can successfully meet City expectations. City will not change worker's job duties without Contractor express prior written approval. No employees of Contractor will be offered or provided City benefit plans.

NO AGENCY. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

NO ASSIGNMENT. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

COMPLIANCE WITH LAW. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement. The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

ANTI-DISCRIMINATION. The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be

denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

DEFAULT. 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.

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

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

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 convenant that it will not purchase or obtain any vehicles during the term of this Agreement.

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

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

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

Casi Callaway
City of Mobile Chief Resilience Officer
Post Office Box 1827
Mobile, AL 36633-1827

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

And to Contractor:

Ransom Ministries , Inc.
Attention: Matt Armbruster
320 S Craft hwy
Chickasaw AL 36611

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior

negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

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

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

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

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

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

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

CITY OF MOBILE, A Municipal Corporation

BY_____

Its Mayor

ATTEST:

BY_____
Its City Clerk

RANSOM MINISTRIES, INC.

BY _____

Its: Executive Director

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of **RANSOM Ministries , INC.,** a non-profit corporation, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing AGREEMENT, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 7 day of June, 2022.

(SEAL)

PUBLIC ALABAMA STATE AT LARGE CELESTE PELTIER NOTARY My Commission Expires 12-27-2022

_____
Notary Public
State of Alabama At-Large
My Commission Expires: 12/27/2022

CELESTE PELTIER My Commission Expires 12-27-2022 NOTARY PUBLIC ALABAMA STATE AT LARGE

11:46 5G

132849_14_readerenabled....

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/07/2022

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

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

PRODUCER
State Farm
Allison Horner
6353 Cottage Hill Rd
ste F
Mobile, Al 36609

CONTACT NAME: Whitney Bishop
PHONE (A/C, No, Ext): 251-666-1616 FAX (A/C, No):
E-MAIL ADDRESS: Whitney@Allisonhorner.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ransom Ministries
Matthew Ambruster
320 S. Craft Hwy
Chickasaw, Al 36611

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	X COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE X OCCUR						EACH OCCURRENCE $ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) $ 2,000,000
				93-61-y223-4			MED EXP (Any one person) $ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY $ 6,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE $ 2,000,000
	OTHER						PRODUCTS - COMP/OP AGG $ 2,000,000
							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $ 300,000
	ANY AUTO						BODILY INJURY (Per person) $ 100,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $ 100,000
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $ 100,000
	X 2007 GMC			434 0994-F25-01			$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER $
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) N / A						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

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

CERTIFICATE HOLDER

City of Mobile
P.O. Box1827
Mobile, Al 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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ROUTING FORM FOR CONTRACTS

NAME OF CONTRACT _____

	SIGNATURE	**DATE**
DEPARTMENT HEAD (1)	_____	_____
EXECUTIVE DIRECTOR	_____	_____
BUDGET/ACCOUNTING (2)	_____ (Sign routing stamp on contract also)	_____
LEGAL DEPARTMENT	_____ (Sign routing stamp on contract also)	_____
MAYOR'S OFFICE	_____	_____
CITY CLERK'S OFFICE	**for Council action or Mayor's signature**	_____
COUNCIL ATTORNEY (3)	(if Council action is required)	_____

(1)	**Route 3 copies for non-capital contracts** **Route 4 copies for capital contracts**
(2)	**Budget approves non-capital contracts** **Accounting approves capital & grant contracts**
(3)	**Sign a separate copy to the Council** **Attorney for information purposes only, prior to Council action.** **No sign off is required. Therefore, keep Routing Form with original contracts.**
(4)	**Applications for grants require the use of the Routing Form for Grant Applications.**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are Authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Ransom Ministries, INC., a not-for-profit corporation organized and existing under the laws of the State of Alabama, exempt from bid because this is a Professional Services Contract, to pick-up litter and the compensation for work provided will not exceed $27,000.00 as outlined in the agreement attached hereto and made a part of hereof as though set forth in full.
BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	6/16/2022
packet	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 9:44 AM

AN ORDINANCE 2022

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:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88º45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88º45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00º03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88º45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00º02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential 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; and 2) Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Shaundretta Porter
East side of North University Boulevard at the East terminus of Lebaron Drive South
Council District 1
Cory Penn

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 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 21st day of June, 2022, 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 20th day of May, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **East side of North University Boulevard at the East terminus of Lebaron Drive South.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential 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; and 2) Full compliance with all municipal codes and ordinances.**

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.

Notice of Public Hearing for the Proposed Rezoning of Property
Located at the East side of North University Boulevard
at the east terminus of Lebaron Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 17, 2022, a public hearing will be held on the 21st day of June, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the East side of North University Boulevard at the east terminus of Lebaron Drive South from R-1, Single-Family Residential District 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:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential 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; and 2) Full compliance with all municipal codes and ordinances.

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

AN ORDINANCE **2022**

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:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential 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; and 2) Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Shaundretta Porter
East side of North University Boulevard at the East terminus of Lebaron Drive South
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 11, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 5, 2022 considered the request of **Shaundretta Porter** for a change in zoning from **R-1, Single-Family Residential District, to B-2, Neighborhood Business District** for the property located at the **East side of North University Boulevard at the East terminus of Lebaron Drive South.**

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; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning &Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 6, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South**.
Council District 1
ZON-001981-2022
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on May 5, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support a rezoning request to a B-2, Neighborhood Business district:

1) **There is a need to increase the number of sites available to business or industry; and**
2) **The subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of a B-2, Neighborhood Business rezoning request to the City Council, subject to the following conditions:

1) **Completion of the Subdivision process; and**
2) **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application is $279.30. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 22, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South.**
Council District 1
ZON-001981-2022 (Rezoning)
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on April 21, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Commission heldover the application to the May 5, 2022, meeting to allow the applicant to revise their request for consideration of B-2 zoning and their site plan to show the following items:

1) **Depiction of a 200-foot wooded buffer along the East and West property lines; and**
2) **Depiction of a 50-foot wooded buffer along the North and South property lines.**

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

Applicant: SCB 001982-2022 ; Zon. 001981-2022

Rationale for zoning request:

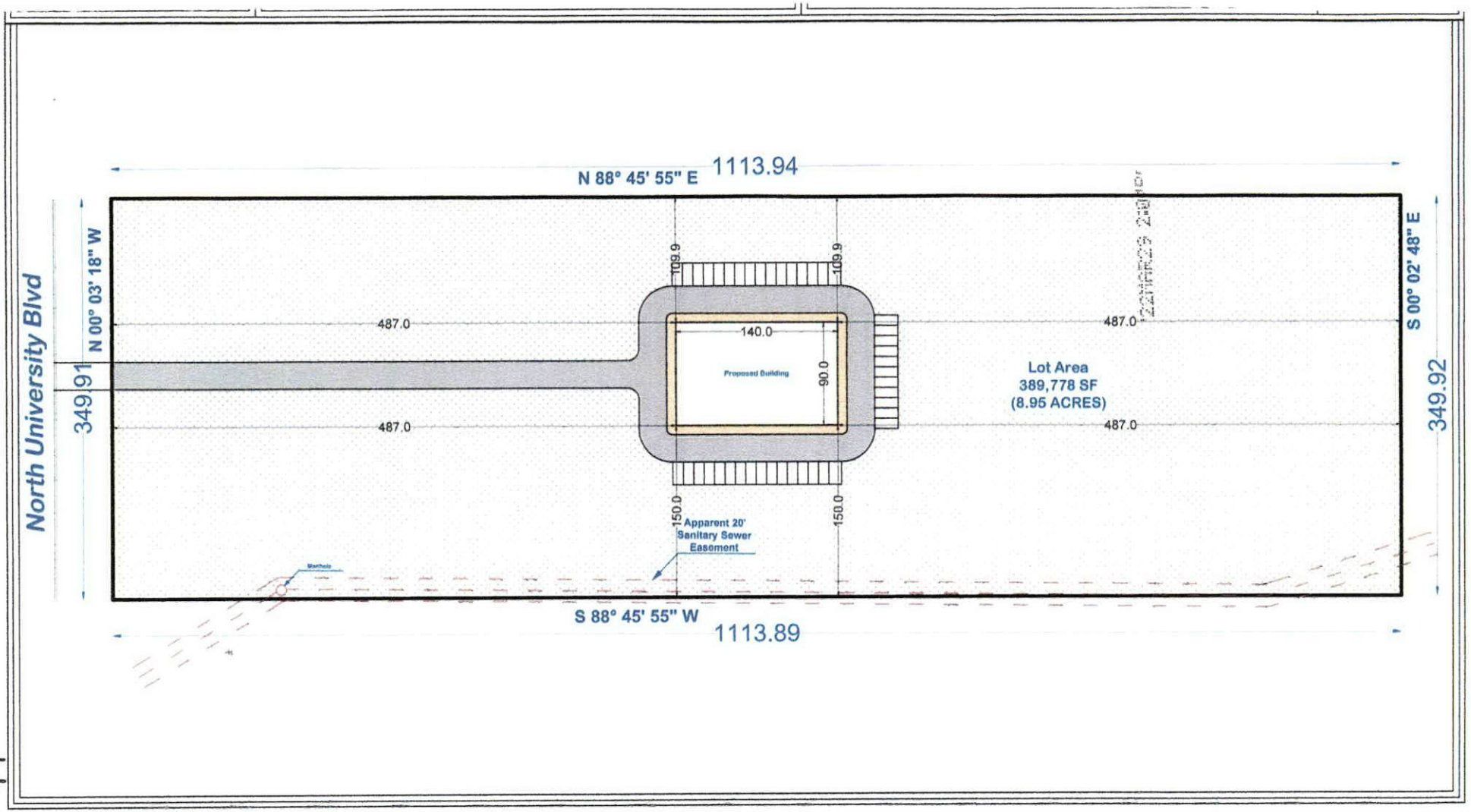
The location will be a center to host events ranging from business and corporate affairs to private events for ceremonies and soirees.

There is a need to increase the number of sites available to business and/or industry

The subdivision of land into building sites makes declassification of the land necessary and desirable.

'22MAR29 2:04PM

Applic. #SUB 001982 - 2022



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 18, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South**.
Council District 1
ZON-001981-2022 (Rezoning)
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on March 17, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission moved to holdover the request until the April 21, 2022, meeting. The applicant should submit a proposed use with a complete scope of operation and site plan to evaluate compliance with B-3 zoning. Additionally, the applicant should state which condition(s) upon which a rezoning application should be considered, prevail for this site as stated in 64-9 of the Zoning Ordinance. This information should be submitted to the Planning staff by March 28th.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 4, 2022

PUBLIC HEARING NOTICE

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South.**
Council District 1
Engineer / Surveyor: Austin Engineering Co, Inc.
ZON-001981-2022
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 17, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, March 16, 2022,** to allow adequate time for the Commission members to review the information.

MOBILE CITY PLANNING COMMISSION

March 4, 2022

PUBLIC HEARING NOTICE

Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South.**
Council District 1
Engineer / Surveyor: Austin Engineering Co, Inc.
ZON-001981-2022
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 17, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, March 16, 2022,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project NISSI COUTURE LLC

Address 411 PARKER LN

Owner SHAUNDETTA PORTER

Address 5810 MONICA DR EIGHT MILE, AL Zip Code 36613

Phone 2514569109 Fax _____ Email INFO@NISSICOUTURE.COM

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

SHAUNDRETTA PORTER

Signature Print

02/18/2022 OWNER

Date Affiliation to project/Organization

NISSI COUTURE, LLC
REZONING APPLICATION
NARRATIVE

Although no definitive plans have been made for development of this area, we feel that the rezoning this piece of property would be beneficial as surrounding properties are rezoning/have rezoned as well. Rezoning would place an opportunity to maximize on the forward thinking of the city in increasing the need for business sites as well as sites that are available for business opportunity. As this is directly in relation to needs of both business growth and opportunities, it will also play a role in assisting the ongoing growth opportunity for the community as a whole.

PORTER, ELLE
5810 MONICA DRIVE
EIGHT MILE, AL 36613

AL BANKING CORP/EVELYN MCGEE TRUSTEES OF TIMOTHY ROBINSON
2505 LEBARON WOODS DRIVE
MOBILE, AL 36613

BAUCOM, ROBERT
9155 MATLOCK ROAD
IRVINGTON, AL 36544

BENSON, SANDRA
4905 SANDSPUR DR
MOBILE, AL 36618

BOULER, WILLIAM P
524 WEST VALLEY RD
CHICKASAW, AL 36611

CAMPBELL, SHARON W
2501 LEBARON DR S
MOBILE, AL 36618

DICK EARLE & KRYSTAL U DICK
5200 LEBARON DR S
MOBILE, AL 36618

GRIFFIN, ALISHA
5203 NINO COURT
MOBILE, AL 36618

HARRIS, STEPANIE
4908 SANDSPUR DR
MOBILE, AL 36618

HESTER PETE & LEVEICE KAY
1816 UNIVERSITY BLVD
MOBILE, AL 36618

HUGHES ALLEN R & PAULINE
5208 COLONIAL CIR N
MOBILE, AL 36618

MCCREARY HARVEY & CRYSTAL
5201 LEBARON DR
MOBILE, AL 36618

MOBILE CITY OF BOARD OF WATER
P.O.BOX 180249
MOBILE, AL 36618

NEESE, HERMAN L SR
6903 HONEYBIRD MEADOW CIR
KAT, TEXAS 77493

NEESE, HERMAN W SR INT
4153 HOLLY SPRINGS DR
MOBILE, AL 36693

PRICE KEITH ERIC & KAREN
5205 COLONIAL CIRCLE N
MOBILE, AL 36618

ROBERTS, SHANDA N
5200 NONI CT
MOBILE, AL 36618

SANDALWOOD HOMEOWNERS
P.O.BOX 430
SPANISH FT 36527

WILLIAMS, GEORGW E
1719 WOODLEY D
MOBILE, AL 36618

WILLIAMS MARY BURDEN
5201 NINO CT
MOBILE, AL 36618

BAKER, WILLIE C
4912 SANDSPUR DR
MOBILE, AL 36618

ROUSSOS HARRY, LAURA ROUSSOS
1723 WOODLEY RD
MOBILE, AL 36618

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: May 5, 2022

APPLICANT NAME Shaundretta Porter

SUBDIVISION NAME Sandalwood Subdivision

LOCATION East side of North University Boulevard at the East terminus of Lebaron Drive South

CITY COUNCIL DISTRICT Council District 1

PRESENT ZONING R-1, Single-Family Residential District

PROPOSED ZONING B-3, Community Business District

AREA OF PROPERTY 1 Lot/ 9.0± Acres

CONTEMPLATED USE Subdivision Approval to create one (1) legal lot of record from an existing metes-and-bounds parcel; and Rezoning from R-1, Single-Family Residential District to B-3, Community Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat.
C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1.
D. Add a graphic scale.
E. Add a vicinity map and include street names.
F. Show and label the adjoining parcel data.

G. Show and label the distance from the property line to the existing centerline of the ROW.
H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
I. Provide the Surveyor's Certificate.
J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT 1 (or LOT A) – NONE.
K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.
Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.

Rezoning: No comments.

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

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

developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT None at this time.

REMARKS The applicant is requesting Subdivision Approval to create one (1) legal lot of record from and existing metes-and-bounds parcel, and Rezoning from R-1, Single-Family Residential District to B-3, Community Business District.

The site has been given a Low Density Residential (LDR) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Low Density Residential land use designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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

The applicant proposes to create a single legal lot of record from an existing metes-and-bounds parcel. The lot size is depicted in square feet and acres on the plat, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size in both square feet and acres should be retained on the Final Plat, adjusted for any required frontage dedication, or a table should be furnished on the Final Plat providing the same information.

The site has frontage along North University Boulevard, a component of the Major Street Plan, with a planned 100-foot right-of-way width. The preliminary plat does not provide a right-of-way width along North University Boulevard and only indicates a variable right-of-way width. Therefore, the plat should be revised to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline should be required. The preliminary plat does not indicate a 25-foot minimum building setback line. Therefore, the plat should be revised to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication, if approved.

The preliminary plat indicates a sanitary sewer easement along the South boundary of the site. Therefore, a note should be required on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder, if approved.

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

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North, South, East and West across North University Boulevard by R-1, Single-Family Residential District.

The applicant states the following to address the rationale for the zoning request:

> *Although no definitive plans have been made for development of this area, we feel that the rezoning this piece of property would be beneficial as surrounding properties are rezoning/have rezoned as well. Rezoning would place an opportunity to maximize on the forward thinking of the city in increasing the need for business sites as well as sites that are available for business opportunity. As this is directly in relation to needs of both business growth and opportunities, it will also play a role in assisting the ongoing growth opportunity for the community as a whole.*

Section 64-9.A.2.a. of the Zoning Ordinance states that new B-3 districts should contain a minimum of four (4) acres, and the subject site exceeds the minimum size recommendations for the creation of a new B-3 district. However, the applicant does not have any specific use proposed for the subject site, and no site plan for proposed development was submitted. Therefore, no review can be conducted as to the proposed use of the site with regard to compatibility with the surrounding neighborhood. Furthermore, the approval of a B-3 classification embedded within surrounding R-1 properties would create a spot zoning situation.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

1) retention of the lot size in both square feet and acres, adjusted for any required dedication, or the furnishing of a table on the Final Plat providing the same information;
2) revision of the plat to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline is required;
3) revision of the plat to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication;
4) placement of a note on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder;
5) full compliance with the Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat. C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1. D. Add a graphic scale. E. Add a vicinity map and include street names. F. Show and label the adjoining parcel data. G. Show and label the distance from the property line to the existing centerline of the ROW. H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. I. Provide the Surveyor's Certificate. J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm*

Water Management and Flood Control) as follows: PROPOSED LOT 1 (or LOT A) – NONE. K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

6) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.*);
7) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and*
8) compliance with the Fire Department comments: *All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

Rezoning: Based on the preceding, this application is recommended for Denial for the following reasons:

1) no specific use of the property was provided;
2) no site plan was provided;
3) no review can be conducted as to the proposed use of the site with regard to compatibility with the surrounding neighborhood; and

4) the approval of a B-3 classification embedded within surrounding R-1 properties would create a spot zoning situation.

Revised for the April 21st meeting:

These applications were heldover from the March 17th meeting to allow the applicant to submit a proposed use with a complete scope of operations and site plan for the Rezoning application to evaluate compliance with B-3 zoning. Additionally, the applicant was required to state which condition(s) upon which a rezoning application should be considered and prevail for this site as stated in Section 64-9 of the Zoning Ordinance.

The applicant submitted the following revised narrative concerning the Rezoning:

> ***Rationale for zoning request:***
>
> *The location will be a center to host everything from business and corporate affairs to private events for ceremonies and soirees.*
>
> *There is a need to increase the number of sites available to business and/or industry.*
>
> *The subdivision of land into building sites makes reclassification of the land necessary and desirable.*

In addition to the revised narrative, the applicant submitted a site plan indicating a proposed 12,600 square-foot building centered within the subject site. Access is indicated to be via a driveway from North University Boulevard which encircles the building, with parking along the North, East and South sides of the driveway. Required parking for the building is 126 spaces, and 43 are indicated on the site plan. No information pertaining to other site compliance requirements such as landscaping, tree plantings, or refuse collection is provided.

Inasmuch as the site plan provided does not indicate compliance with the requirements for commercial site development, such compliance can be illustrated on a site plan submitted for development permits. However, the main factor to be considered for the proposed Rezoning would be compatibility with the surrounding neighborhood. All zoning within the immediate area along both sides of North University Boulevard is R-1, extending for approximately two miles from Moffett Road to Bear Fork Road, with the only exception being B-1, Buffer Business, approximately one-third mile to the North on the East side of North University Boulevard. There is a pending Rezoning to B-2, Neighborhood Business, approximately ¼-mile North of the subject site , to allow an event center.

The subject site is embedded within R-1 zoning, and the allowance of a commercial district at this site would create a "spot zoning" situation. The applicant cites the need to increase the number of sites available to business and/or industry, and the subdivision of land into building sites as making the reclassification of the land as necessary and desirable. However, as there have been no rezonings within the immediate area which demonstrate the need for an increase in the number of sites available for business and/or industry, this assertion would not seem to stand.

Furthermore, there is no associated subdivision of land into building sites which would make reclassification necessary and desirable. The associated subdivision is merely to change the legal description of an existing metes-and-bounds parcel with no creation of subordinate lots.

As no new information was presented with regard to the Subdivision request, the original recommendation for Approval would stand. The proposed Rezoning to B-3, Community Business, would be out of character with the surrounding neighborhood and is recommended for Denial.

RECOMMENDATION

Subdivision: *Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:*

1) *retention of the lot size in both square feet and acres, adjusted for any required dedication, or the furnishing of a table on the Final Plat providing the same information;*
2) *revision of the plat to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline is required;*
3) *revision of the plat to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication;*
4) *placement of a note on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder;*
5) *full compliance with the Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat. C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1. D. Add a graphic scale. E. Add a vicinity map and include street names. F. Show and label the adjoining parcel data. G. Show and label the distance from the property line to the existing centerline of the ROW. H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. I. Provide the Surveyor's Certificate. J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT 1 (or LOT A) – NONE. K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at*

time of new development or construction, unless a sidewalk waiver is approved. N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

6) *placement of a note on the Final Plat stating the Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
7) *compliance with the Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and*
8) *compliance with the Fire Department comments: All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).*

Rezoning: *Based on the preceding, this application is recommended for Denial for the following reasons:*

1) *the need for an increase in the number of sites available for business and/or industry within the area was not demonstrated;*
2) *the reclassification would create a "spot zoning" situation; and*
3) *the reclassification would be out of character with the surrounding neighborhood.*

Revised for the May 5th meeting:

The Subdivision was approved at the Commission's April 21st meeting, but the Rezoning was heldover from that meeting to allow the applicant to revise the request for consideration of B-2 zoning and to revise the site plan to show the following items:

1) *Depiction of a 200-foot wooded buffer along the East and West property lines; and*
2) *Depiction of a 50-foot wooded buffer along the North and South property lines.*

The Commission advised the applicant that B-2 zoning should be considered. The applicant submitted a revised site plan indicating a 200-foot buffer along the East and West sides of the site, and a 50-foot buffer along the North and South sides of the site, as required

While the property adjoins residential zoning to the North, East and South, and is across the street from residential development, the provision of 200-foot deep buffers along the east and west property lines incumbers over three (3) acres of property which is over 1/3rd of the site.

The revised plan also illustrates the proposed 12,600 square foot building and the parking areas were revised to illustrate 125 parking spaces. While one additional parking space may be needed, as well as handicap spaces, there is more than adequate room to provide the additional spaces.

It should be noted that at the Commission's March 17 meeting, the Commission recommended approval of a request for B-2 zoning for a 15-acre site, located less than 800 feet north of this site. Although that application adjoins an existing B-1 district to the north, there were no additional buffers required for that site along the south and east property lines (adjoining residential). Regarding the B-1 site, the property consists of 140 acres and no additional buffers were required.

While additional buffering would be indicated with B-3 zoning adjoining R-1 zoning, with the revised recommendation for B-2 zoning, and considering the trend in the area towards commercial zoning along the east side of University Boulevard, the need for buffers would seem to be reduced.

RECOMMENDATION:

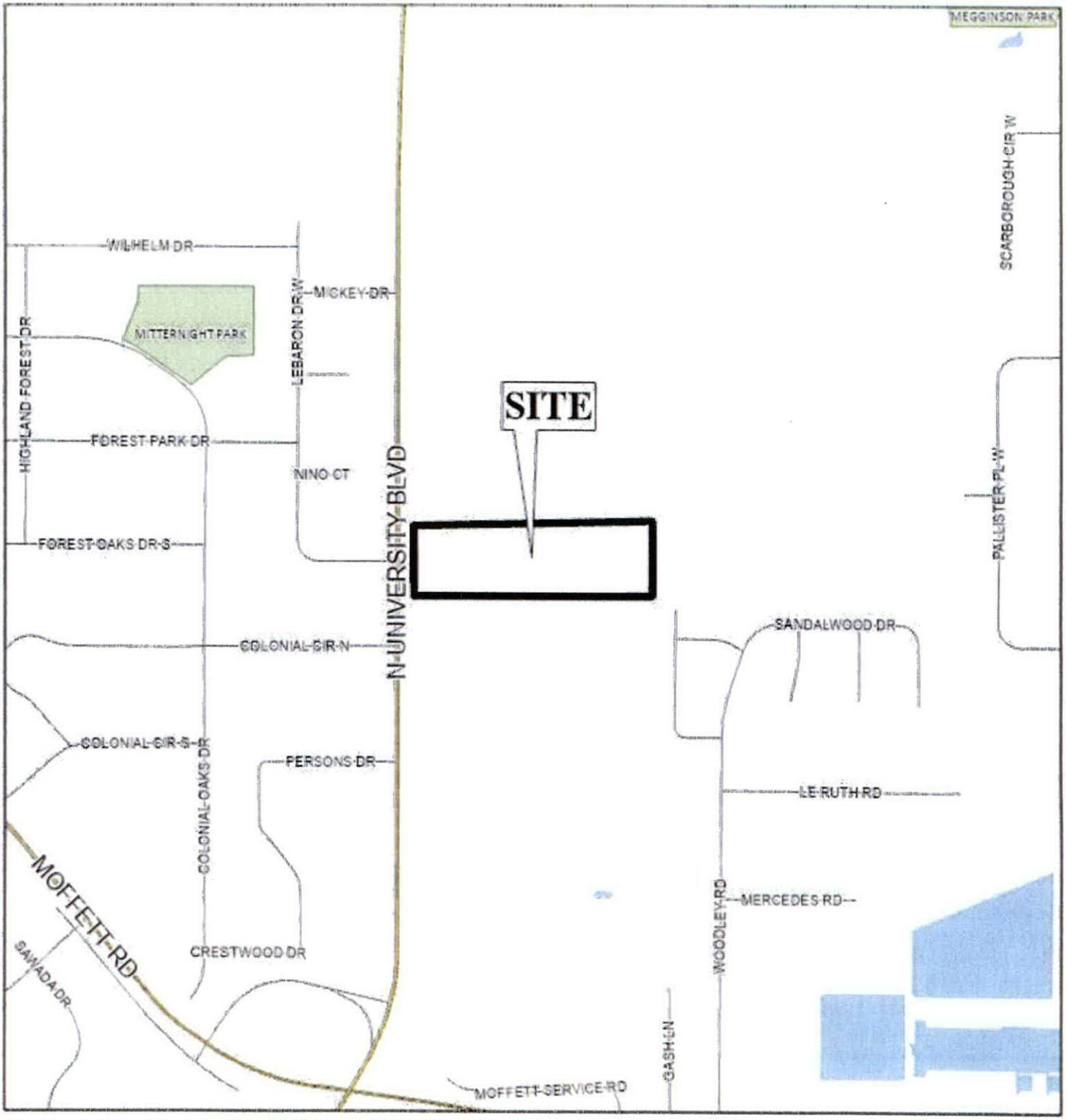
Based on the preceding, this application is recommended for Approval for the following reasons:

1) *There is a need to increase the number of sites available to business or industry; and*
2) *The subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

1) *Completion of the Subdivision process; and*
2) *Full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

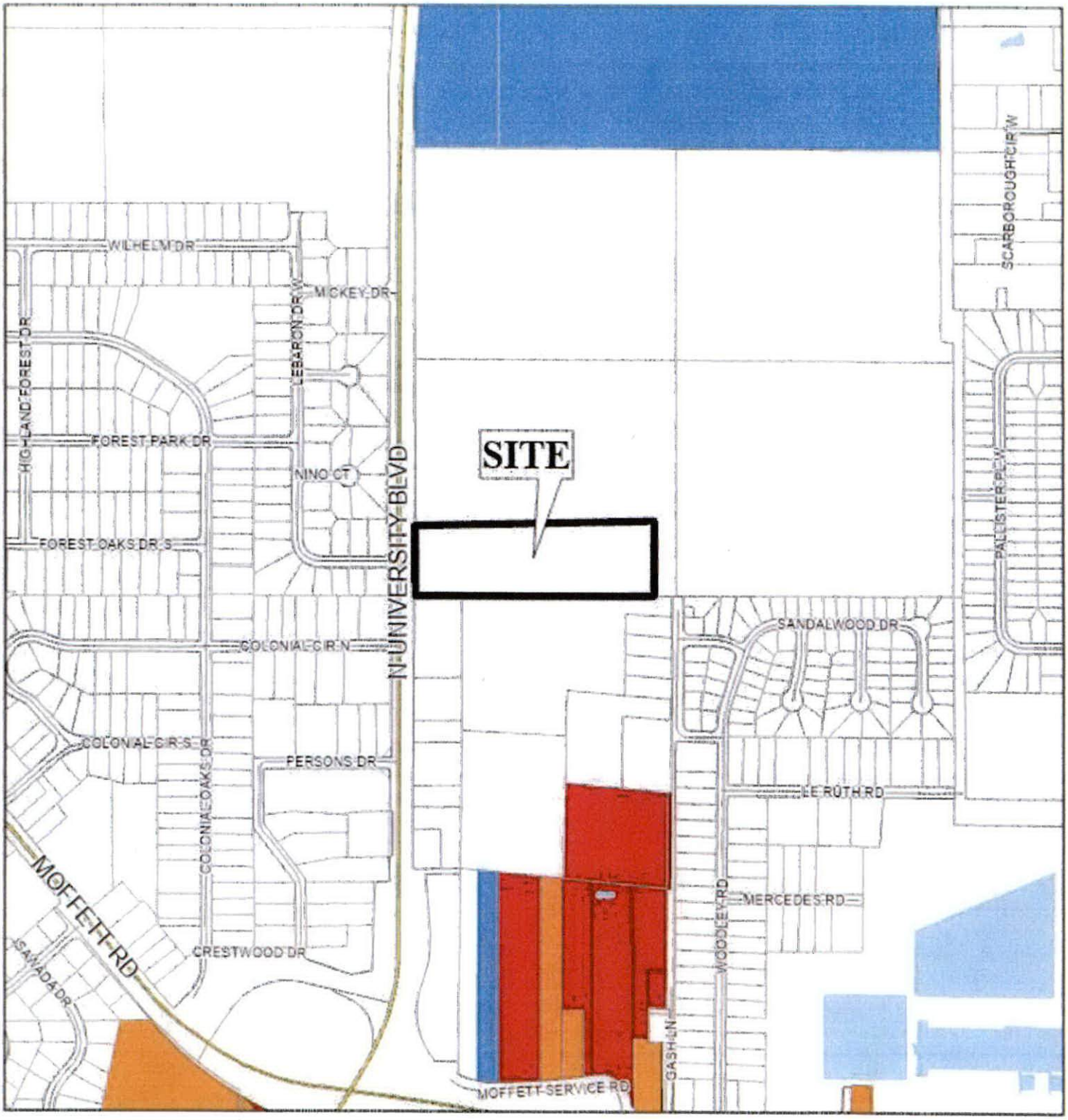
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE May 5, 2022

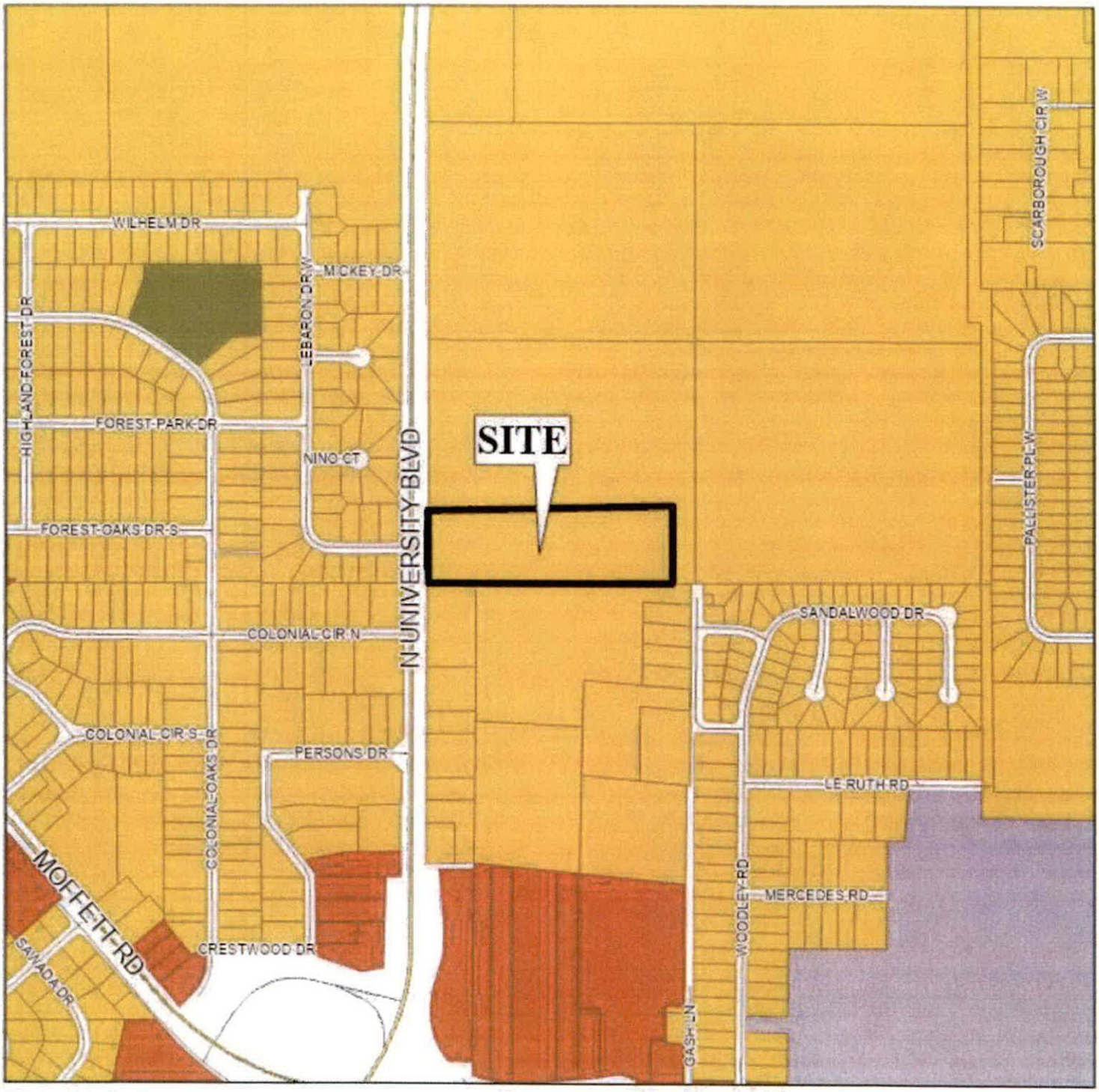
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

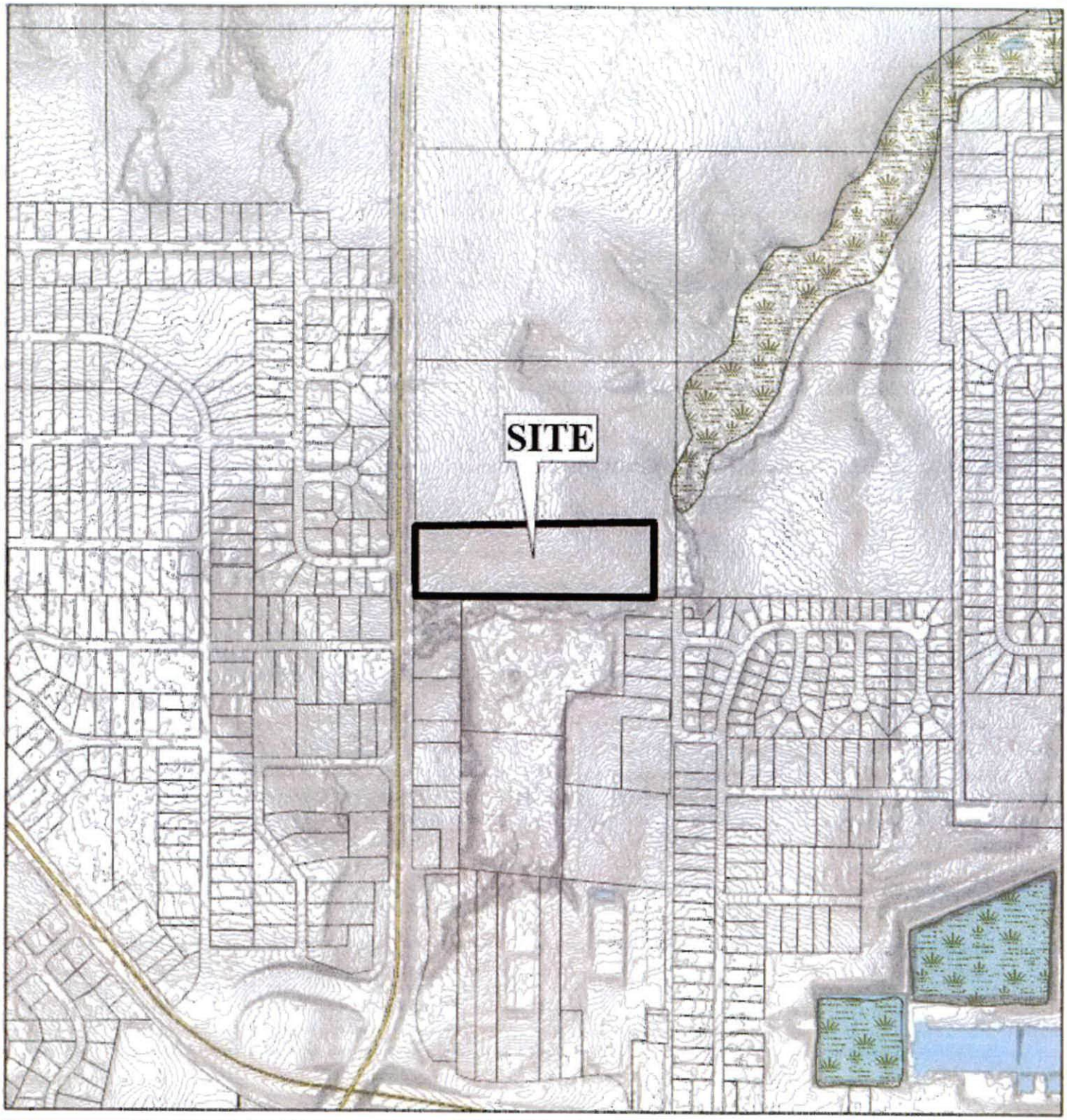
REQUEST Rezoning from R-1 to B-3

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

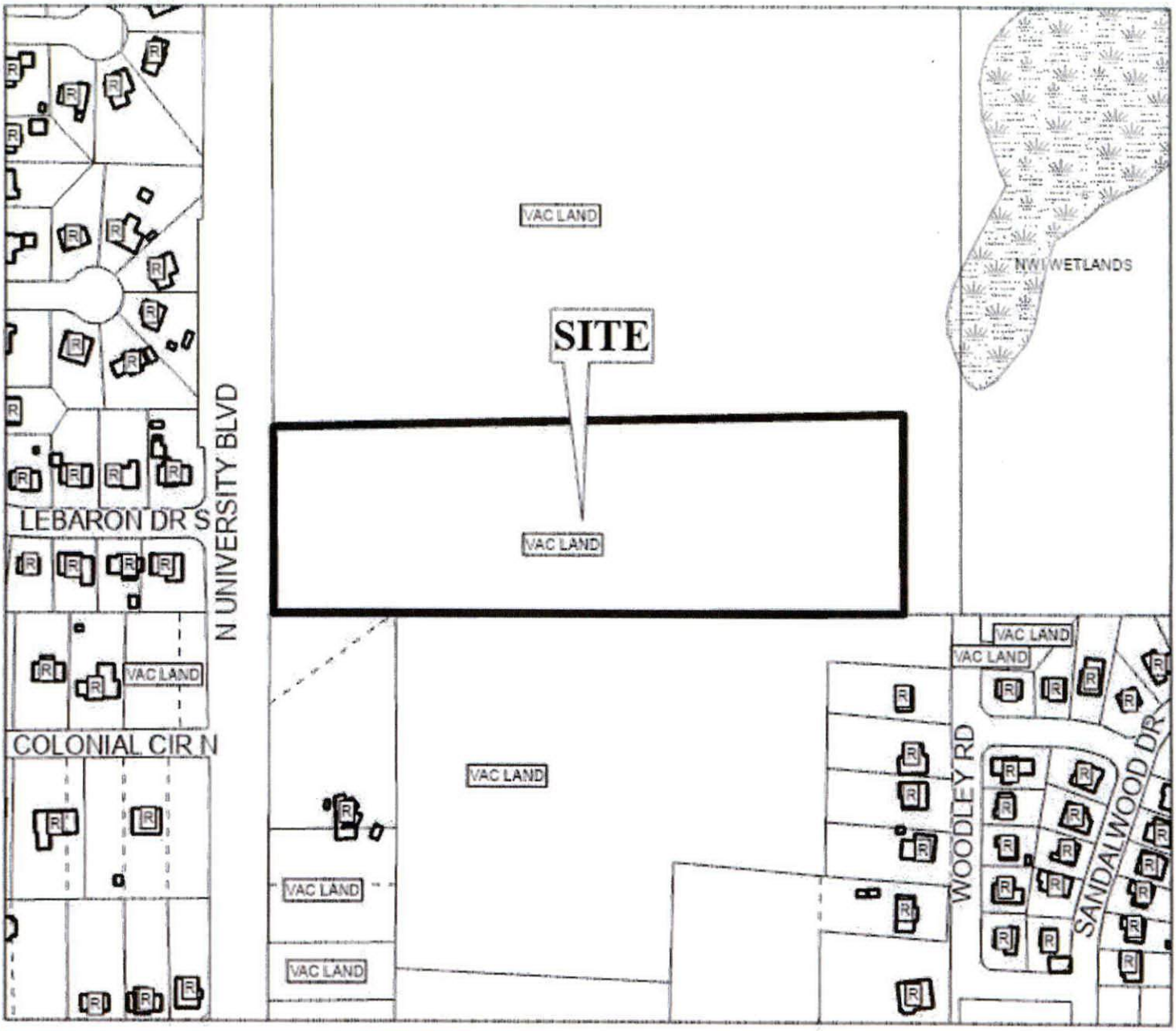
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

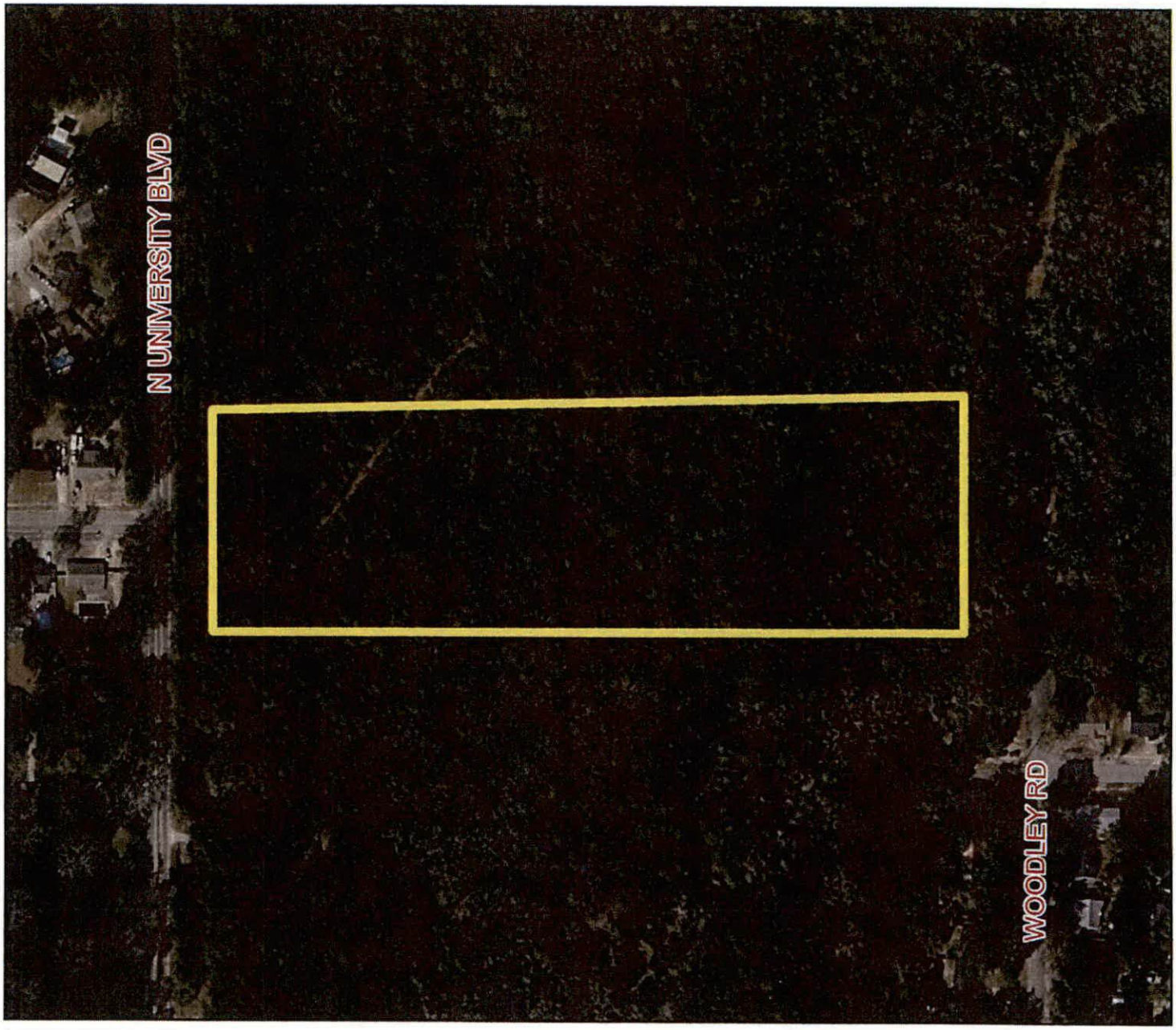
REQUEST Rezoning from R-1 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE May 5, 2022

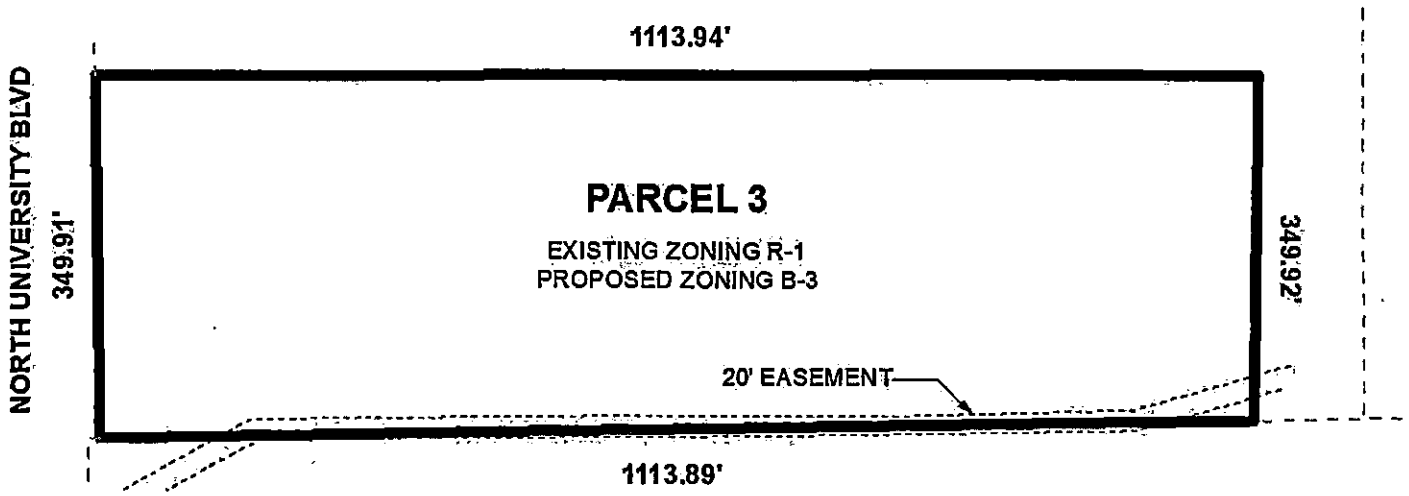
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE PLAN



The site plan illustrates the existing zoning and an easement, and proposed zoning.

APPLICATION NUMBER 1 DATE May 5 , 2022

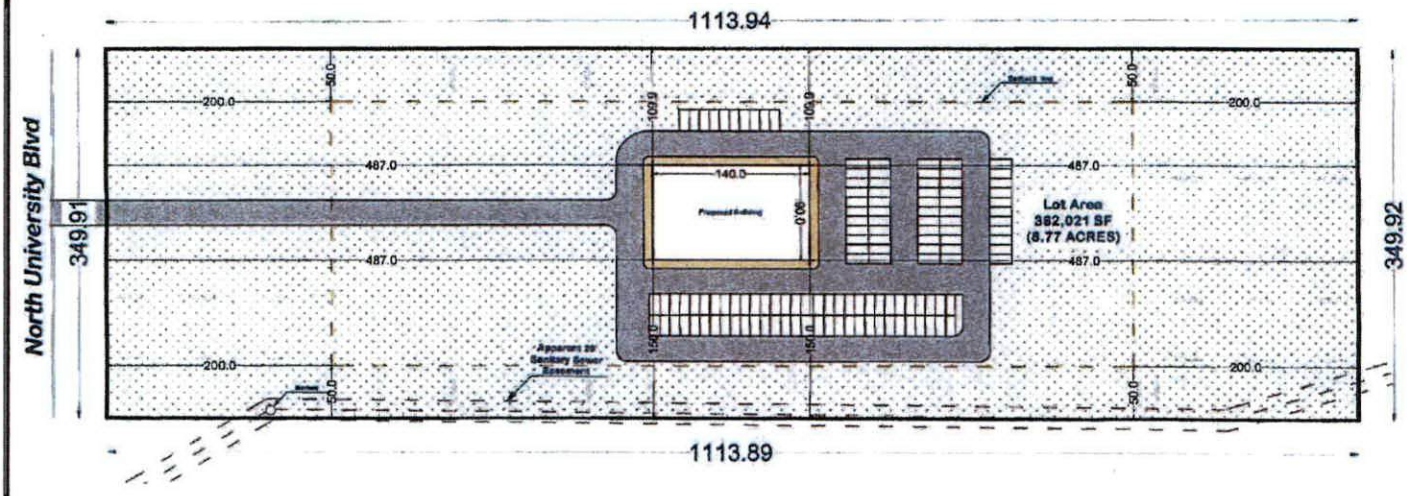
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Casi Calloway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application in the amount of $500,000.00 from the Hurricane Response Marine Debris Removal Fund. Grant assistance is being provided through a partnership between the National Fish and Wildlife Foundation (NFWF) and the National Oceanic and Atmospheric Administration (NOAA). There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $500,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Christian, Rebecca	Approved	6/16/2022 - 1:39 PM
Legal	Kern, Chris	Approved	6/16/2022 - 1:48 PM
Legal	Kern, Chris	Approved	6/16/2022 - 1:49 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:55 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, the Mayor is authorized to apply, accept, and receive grant assistance in the amount of $500,000.00 from the Hurricane Response Marine Debris Removal Fund awarded through a partnership between National Fish and Wildlife Foundation (NFWF) and National Oceanic and Atmospheric Administration (NOAA).

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by NFWF or NOAA. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 10:27 AM

R E S O L U T I O N

Sponsored by: Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	C & B 24 Hr Convenience Store, LLC
Location:	Crossroads Gas Station 225 Schillinger Road, N. Suite A Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5502

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 06.08.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *C&B 24HR CONVENIENCE STORE LLC*

Trade Name: CROSSROADS GAS STATION

Location: 225 SCHILLINGER ROAD NORTH STE A MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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This business is located within the City's corporate limits.

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **June 8, 2022**

Re: **Application # 5502 / 225 Schillinger Rd N Ste A**

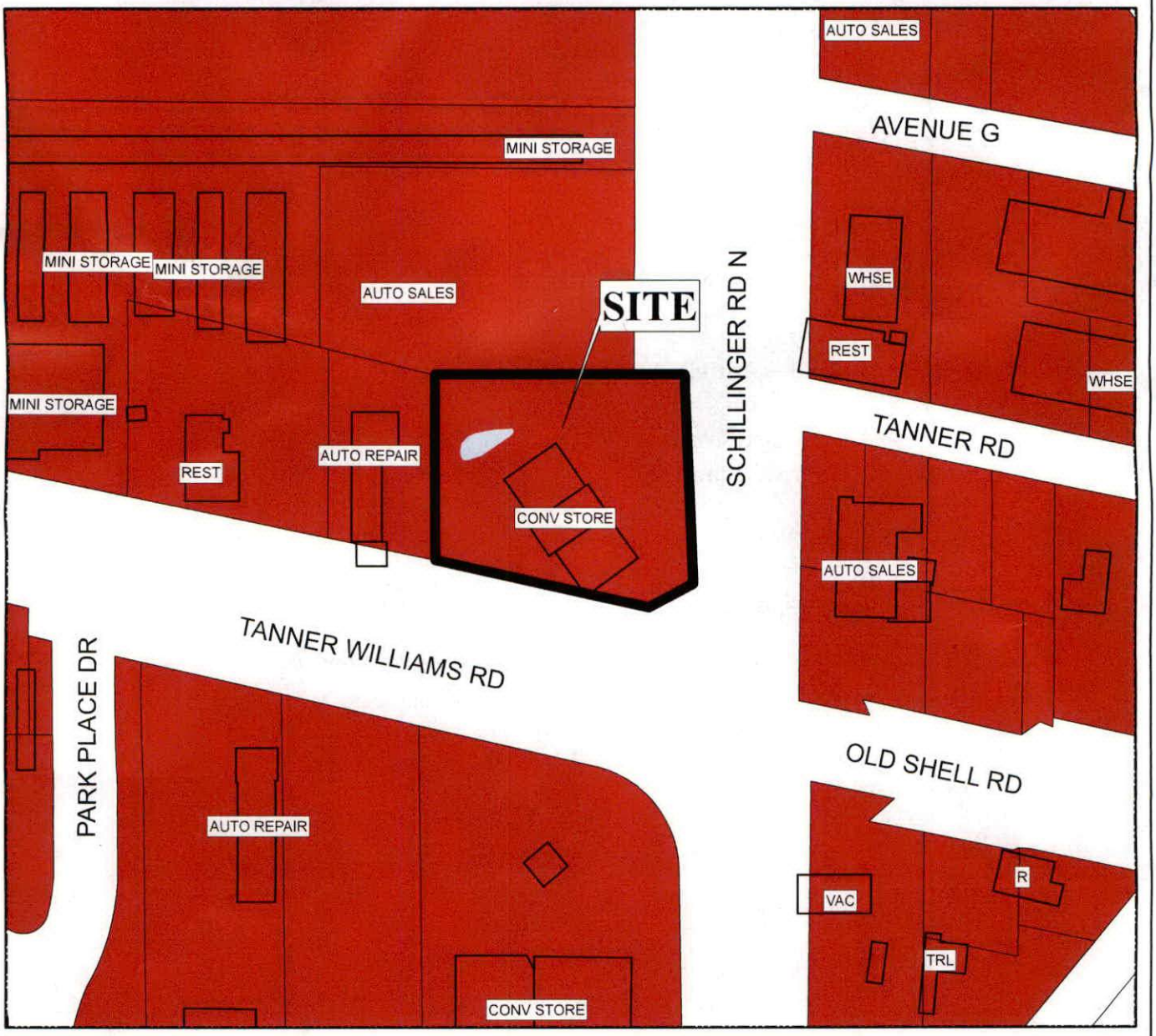
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a convenience store with retail beer and wine sales a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5502 DATE JUNE 21, 2022

APPLICANT CROSSROADS GAS STATION

LOCATION 225 SCHILLINGER RD NORTH STE A

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: June 15, 2022

Re: Alcoholic Beverage License Application No. 5502
C&B 24HR Convenience Store LLC
D/B/A: Crossroads Gas Station
225 Schillinger Rd N Ste A
Mobile, AL 36608
Yambenu Ngurinziza, Owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business named Crossroads Gas Station. The City of Mobile Revenue Department has advised, no taxes needed to be reported or paid at this time and their business license is being applied for since this is a new liquor application. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

__✓__ APPROVED

JUN 13 2022
_____
CHIEF OF POLICE

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

AGENDA DATE: 06.21.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5502

☑ NEW APPLICATION	☐ TRANSFER-OWNERSHIP	☐ TRANSFER-LOCATION

C&B 24HR CONVENIENCE STORE LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *C&B 24HR CONVENIENCE STORE LLC*

TRADE NAME: CROSSROADS GAS STATION

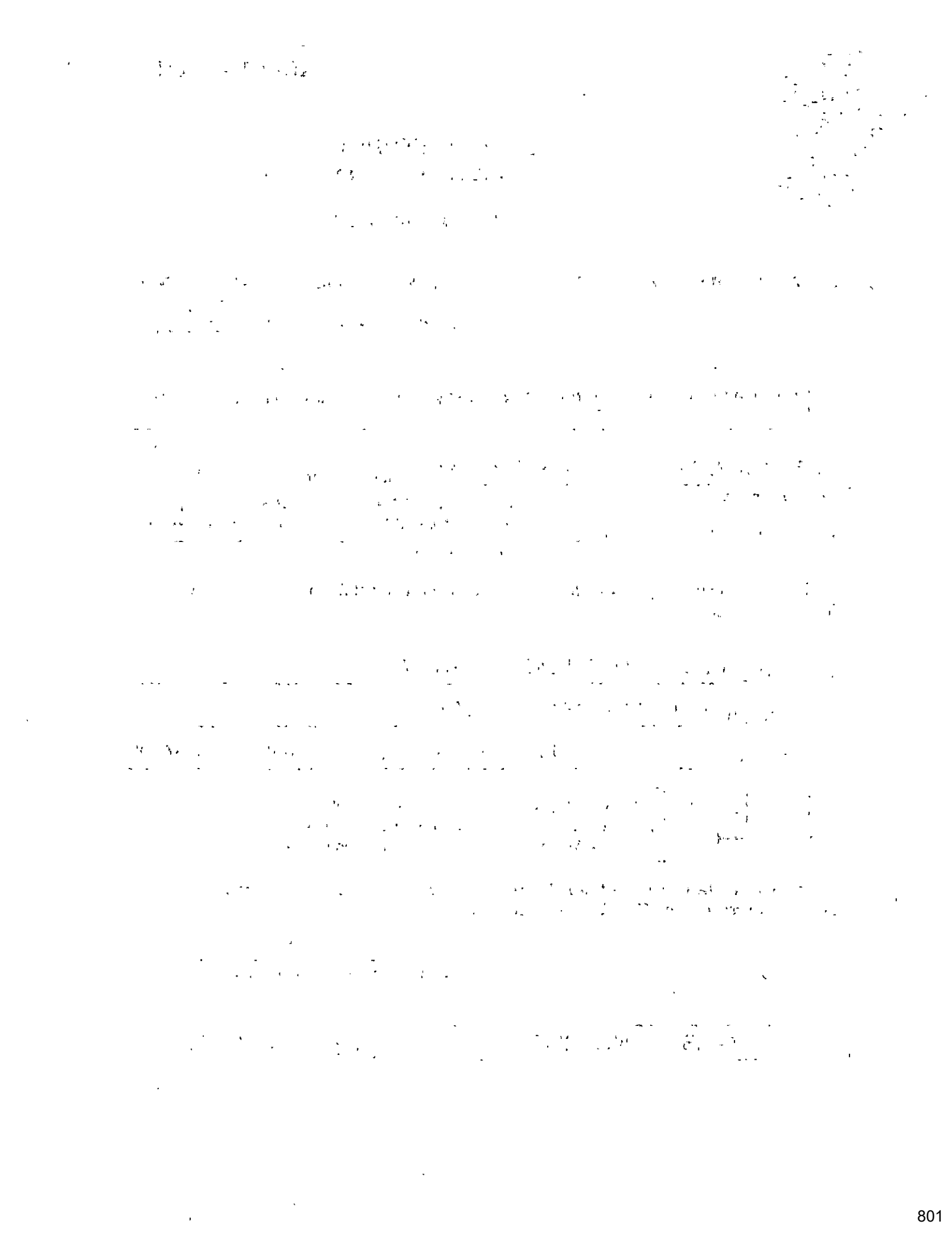
LOCATED AT: 225 SCHILLINGER ROAD NORTH STE A MOBILE AL 36608

☐ YES	☐ NO	☑ N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A - Are there churches or schools in this vicinity?
☐ YES	☑ NO	☐ N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: YAMBENU NGURINZIZA **PHONE#:** 251.377.5638



CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 05.26.2022
Application No: 5502

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***C&B 24HR CONVENIENCE STORE LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
NGURINZIZA, YAMBENU AL FN 9635234	OWNER	09.05.1986 REPUBLIC OF BOSTWANA	2758 BROOKLEY AVENUE MOBILE AL 36606

Corporate information: 000-598-243 (Enter book & page or document info) Date: 01.13.2020 (Incorporation or Authority) County: MOBILE

Trade Name ***CROSSROADS GAS STATION***

Location 225 SCHILLINGER ROAD NORTH STE A MOBILE AL 36608

Mailing Address 2758 BROOKLEY AVENUE MOBILE AL 36606
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? CONVENIENCE STORE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant**

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**

COUNTY OF MOBILE **TITLE** OWNER **DATE** 06-08-22

The undersigned C&B 24HR CONVENIENCE STORE LLC dba CROSSROADS GAS STATION - YAMBENU NAURIN

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Signature of Affiant

Sworn to and subscribed before, me this 8th day of June Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person YAMBENU NAURINZIZA E-mail: NZIZAYAMBENU@GMAIL.COM

Phone Number: Home: 251.377.5638 Cell: 251.377.5638 Bus: 251.377.5638

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity_____ License premises includes patio area *NO*

Square Footage_____

License covers: *ENTIRE STRUCTURE*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
NGURINZIZA, YAMBENU AL FN 9635234	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: HOANG VINH BUI NGUYEN -

Address of Property Owner/Lessor: 5790 NORTH RIVERCHASE DRIVE MOBILE AL 36619

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) YN

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1316236
Owner Name	CROSSROADS GAS STATION

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

028658-0015 SHAWN S. 06/08/2022 10:13AM

BUSINESS LICENSE
CROSSROADS GAS STATION
122078
2022 Item: 1316236
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal **50.00**
Total **50.00**

CASH 50.00

Change due **0.00**

Paid by: CROSSROADS GAS STATION



Thank you for your payment

CUSTOMER COPY

INFORMATION SHEET

Contact Person: YAMBENI NUURINZIRA **Phone #:** 251-377-5638

Business Name: Cross Road Gas Station

Corporation Name: _____

Business Address: 225 Schillinger Road mobile al 36608 STE A

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity;** _____

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? YES **If yes explain:** PRE PACKAGED FOODS

Square Feet of building _____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social**____; **Patriotic**____; **Political**____; **Athletic**____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): YAMBENU NGURINZIZA

Note: Your corporation or LLC's name will be the Applicant

(Check One) (✓) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) YAMBENU NGURINZIZA

Social Security #: | Race: African Sex: ( )M (✓)F

Driver License#: State AL

Title (*i.e. Owner, President, Member*) OWNER

Date of Birth 09 / 05 / 1986

Place of Birth BOTSWANA FRANCISTOWN NOTSWANA
County *State* *Nation*

Present Address: 2758 BROOKLEY mobile AL 36606
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2years Home#: ✓ Cell# 251-377-5638

****

Full Name (*First, Middle, Last*)

Social Security #: Race: Sex: ( )M ( )F

Driver License#: State

Title (*i.e. Owner, President, Member*)

Date of Birth / /

Place of Birth
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: Home# Cell#

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Yambeni Ngurinzira	NONE	NONE	NONE	

I certify that the above information is correct and true.

[signature] Owner

Signature & Title

Date:

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: YAMBENI NGURINZIRA

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 2756 Brookley avenue 36606
mobile, alabama

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

STATE OF ALABAMA

Inst. # 2020002230 Pages: 1 of 3 Doc: LAOR
I certify this instrument filed on 1/13/2020 2:31 PM
Don Davis, Judge of Probate
Mobile County, AL. Rec: $53.00

Clerk: JHANCOCK

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature _____
C. Mark Envin, Chief Clerk
Date 1/13/2020

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00** for standard filing (based on date of receipt and volume) **or $200.00 for expedited service** (processed within twenty four (24) hours after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored ($30.00 fee).

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
   C & B 24 HR Convenience Store LLC.

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Yambenu Ngurinziza
3210 Pleasant Valley Rd. Apt #117
Mobile, AL 36606

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Yambenu Ngurinziza

Street (**No PO Boxes**) address of Registered Office (must be located in Alabama):

2957 Old Shell Rd. Mobile, AL 36606

Mailing address in Alabama of Registered Office (if different from street address):

3210 Pleasant Valley Rd. Apt#117 Mobile, AL 36606

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify ____/____/____ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be ____:____ ☐ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

01/13/2020
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Yambenu Ngurinziza
Typed Name of Above Signature

Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

C & B 24 HR Convenience Store LLC

This name reservation is for the exclusive use of YAMBENUE NGURINZIZA, 3210 PLEASANT VALLEY RD APT 117, MOBILE, AL 36606 for a period of one year beginning January 03, 2020 and expiring January 03, 2021

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

January 03, 2020

Date

J H. Merrill

John H. Merrill **Secretary of State**

RES866662

Alabama Secretary of State

C & B 24 HR Convenience Store LLC	
Entity ID Number	000 - 598 - 243
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/13/2020
Registered Agent Name	NGURINZIZA, YAMBENU
Registered Office Street Address	2957 OLD SHELL RD. MOBILE, AL 36606
Registered Office Mailing Address	3210 PLEASANT VALLEY RD. APT #117 MOBILE, AL 36606
Nature of Business	
Organizers	
Organizer Name	NGURINZIZA, YAMBENU
Organizer Street Address	2957 OLD SHELL RD. MOBILE, AL 36606
Organizer Mailing Address	3210 PLEASANT VALLEY RD. APT #117 MOBILE, AL 36606
Transactions	
Transaction Date	01/17/2020
Miscellaneous Filing Entry	New Entity Effective 01-13-2020 14:31
Scanned Documents	
Purchase Document Copies	
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IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-03-2020

Employer Identification Number:
84-4149513

Form: SS-4

Number of this notice: CP 575 A

C & B 24HR CONVENIENCE STORE LLC
YAMBENU NGURINZIZA SOLE MBR
3210 PLEASANT VALLEY RD APT 117
MOBILE, AL 36606

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4149513. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2021
Form 944	01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

(IRS USE ONLY) 575A 01-03-2020 C&B2 B 9999999999 SS-4

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is C&B2. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 01-03-2020
EMPLOYER IDENTIFICATION NUMBER: 84-4149513
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

C & B 24HR CONVENIENCE STORE LLC
YAMBENU NGURINZIZA SOLE MBR
3210 PLEASANT VALLEY RD APT 117
MOBILE, AL 36606

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application; insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an CRUS Roads GAS Station
(Type of business)

YAMBENU NAGURNZRA
(Name of applicant whether individual, corporation, etc.)

225 Schillinger Road mobile AL 36608 STE A
(Location address for application)

Mobile MOBILE AL 36608
City State Zip

1,512 SF
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning B-3 Parking Provided 6

Parking Required 6 Compliance: X Yes ____ No

A. Logan Anderson 06/06/2022
(Signed by Urban Development Dept) Date

8

Parking
Buildings
Parking
Schillinger Rd N
Tanner Williams Rd



LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to YAMBEN Nzurinzra who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 23rd day of May, 2022.

Notary Public — Property Owner — 5-23-22 Date

7-17-22 My Commission Expires — Licensee — 05-25-22 Date

Map



Property Details

Account	
Key Number:	2036380
Legal Description:	LOT 1 COMMONWEALTH SUB MBK 40 P 91 #SEC 13 T4S R3W #MP27 06 13 0 000
Parcel Number:	2706130000017006
Type:	Real
Property Class:	2
Location	
Address:	225 SCHILLINGER RD MOBILE, AL 36608
Owner	
Name:	HILL BILLY B
Mailing Address:	5790 N RIVERCHASE DR MOBILE , AL 36619-2500
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made effective March 15, 2022, by and between Hoang Vinh Bui Nguyen (Agent)("Landlord") and YAMBENU NGURINZIZA ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as ***225 Schillinger Road, Mobile, AL 36608 Suite A*** And legally described as follows (the "Building"); [Legal Description of Building].

Landlord makes available for lease a portion of the Building designated as Suite A [Suite or Other Number of Lease Building] (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning July 1, 2022 [Start Date] and ending July 1, 2024 [End Date]. Landlords shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against the Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 3 years [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

Initials _____ _____

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

5/23/22
Date

Owner of Property (Signature)

BILLY B. Hill
Print Name of Property Owner

5790 Riverchase Dr.
Address

Mobile AL 36619
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

Date

Applicant's Signature

YAMBENU Ngurinziza
Print Name of Applicant

2758 BROOKLEY AVENUE
Address

MOBILE ALABAMA 36606
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5502
Post Date	06.08.2022
Business Name	C&B 24HR CONVENIENCE STORE LLC
Trade Name	CROSSROADS GAS STATION
Business Address	225 SCHILLINGER ROAD NORTH STE A 36608
License Type	050 - RETAIL BEER (Off Premises Only)
	070 - RETAIL TABLE WINE (Off Premises Only)
Meeting Date	Tuesday June 21 2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:
Chief Paul Prine, MPD

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 10:52 AM

2022

60-

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

May 2022: Officer William Elliott

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Scott Jones, Councilmember District 6
Gina Gregory, Councilmember District 7

Purpose and Scope of Project:

Special Project Agreement with ALDOT to upgrade the traffic signals along University Blvd from the Campus Quarters to Gaillard Dr and along Old Shell Rd from Cody Rd to University Blvd. Congestion Management Project STPMB-4920(250) includes updating traffic signal timing plans, upgrading controllers, installing network devices, repairing detection, and implementing traffic signal coordination.

Funding Source

Project # Congestion Management Project STPMB-4920(250) Traffic Signal Upgrades Along University Blvd from the **Discretionary Funds**

Project String 50015001.48010 **Contract Number:**

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

Grant Funds 500,000 **Matching Funds** 125,000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/15/2022
packet	Cover Memo	6/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	6/15/2022 - 8:25 AM
Accounting	Christian, Rebecca	Approved	6/16/2022 - 1:39 PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:52

			PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:52 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:52 PM

R E S O L U T I O N

Sponsored by: Councilmembers Jones and Gregory

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Traffic signal upgrade along University Blvd. from the campus quarters to Gaillard Dr. and along Old Shell Rd. from Cody Rd. to University Blvd.; Project# STPMB-4920(250); CPMS Ref# 100071557.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the

_____day of _____, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____

City Clerk

(AFFIX SEAL)

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson
Scott Jones, Council District 6
Gina Gregory, Council District 7

Purpose and Scope of Project:

Re-allocate $125,000.00 from Capital Project (C0338) Grant Match-Traffic Engineering to Grant Fund (G-STPM4920) Traffic Signal Upgrade University for the purpose of constructing traffic signal improvements for the University Blvd and Old Shell Rd Corridors Congestion Management Project STPMB-4920(250), along University Blvd from the Campus Quarters to Gaillard Dr and along Old Shell Rd from Cody Rd to University Blvd

Funding Source

Project # Congestion Management Project STPMB-4920(250) Traffic Signal Upgrades Along University Blvd from the — **Discretionary Funds**

Project String 50015001.48010 — **Contract Number:**

Budget Amendment **REDUCE** **INCREASE** $125,000

Grant Funds $500,000 — **Matching Funds** $125,000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	6/15/2022 - 8:08 AM
Capital	Rhodes, Brenda	Rejected	6/15/2022 - 12:35 PM
Traffic	Bergin, Marybeth	Approved	6/15/2022 - 5:27

Engineering			PM
Capital	Rhodes, Brenda	Approved	6/16/2022 - 9:22 AM
Accounting	Christian, Rebecca	Approved	6/16/2022 - 1:39 PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:43 PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:43 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:54 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson
Scott Jones, Councilmember District 6
Gina Gregory, Councilmember District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $125,000.00 be reallocated from Capital Project (C0338) Grant Match-Traffic Engineering 20002000.48040 Advertising to Grant Fund (G-STPM4920) Traffic Signal Upgrade University, 50015001.48010 Construction, for the purpose of constructing traffic signal improvements for the University Blvd and Old Shell Rd Corridors Congestion Management Project STPMB-4920(250), along University Blvd from the Campus Quarters to Gaillard Dr and along Old Shell Rd from Cody Rd to University Blvd

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the FTZ Operator Agreement between the City of Mobile and GS Operating, LLC d/b/a Frontier Technologies granting right to utilize the real property located FTZ No. 82

Amount of Contract:

n/a

Effective Date of Contract:

6/28/2022

Funding Source

Project # Resolution for FTZ Operator Agreement with GS Operating — **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 Foreign-Trade Zone Operator Agreement with GS Operating, LLC	Resolution Letter	6/16/2022
FTZ Operator Agreement with GS Operating, LLC	Backup Material	6/16/2022
Signature page	Cover Memo	6/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/16/2022 - 2:36 PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:42 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:52 PM

2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Foreign-Trade Zone Operator Agreement between City of Mobile and GS Operating, LLC d/b/a Frontier Technologies, in which the City grants the Operator the right to utilize the real property located Foreign-Trade Zone No. 82, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D016\P005\00108327.DOC

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the __ day of _____, 2022, by and between the City of Mobile, an Alabama Class 2 municipal corporation (hereinafter referred to as "City" or “Grantee”), and GS Operating, LLC d/b/a Frontier Technologies, a Delaware Corporation qualified to do business in Alabama (hereinafter referred to as "Operator").

WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82 (“Zone”); and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, pursuant to Resolution 01-056 adopted February 3, 2015 the Grantee entered into a contract with the Mobile Foreign Trade Zone Corporation (hereafter referred to as the “Administrator”) to develop, manage and administer activities within the Zone and any subzone sites; and

WHEREAS, certain facilities of Operator are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as “Site”; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

I. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted: City hereby agrees that Operator may use the Site as a foreign-trade zone, subject to all terms and conditions of this Agreement, and for the term specified herein and any extension thereof.

1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the _____ day of _____, 2022, and shall continue in effect for a term of Five (5) years unless extended or sooner terminated as herein provided, and shall automatically renew for successive five (5) year terms, on the same terms and conditions, unless terminated as herein provided. However, should this Agreement automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule.

2.2 Operator shall have the right, at any time, to terminate this Agreement and all rights and obligations hereunder upon sixty (60) days' prior written notice to Grantee.

III. STANDARDS OF OPERATION

3.1 Operational Management Procedures: Operator shall establish operating standards for the Site, which shall conform to all applicable requirements of City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority with authority to regulate in this area. Operator shall operate in conformance with said operating standards for the term of this Agreement, and shall ensure the compliance of other parties operating at the Site.

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with notice forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

4.1 Annual Reporting: Within sixty (60) days after the close of each calendar year during the term of this Agreement, or the expiration hereof, Operator shall submit to the Foreign-Trade Zones Board, via its online electronic interface, such reports as may be required by the Foreign-Trade Zones Board. Said reports shall include, but not be limited to, all information required for the annual report to the Foreign-Trade Zones Board. Grantee, at its discretion, may require Operator to submit any such reports in electronic or hard-copy form to Grantee or its contracted Administrator, either of which may edit such reports in filing Grantee's overall annual report to the Foreign-Trade Zones Board.

4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs

and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives, reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, Administrator, and the elected officials, directors, officers, agents, representatives, and employees of City and Administrator, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold harmless City, Administrator, and the elected officials, directors, officers, agents, representatives, and employees of City and Administrator from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever resulting arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million ($1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million ($3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to collect

any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use it best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Nonassignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City except for any transfer to a related party (including subsidiaries, affiliates or Parent company) of which the Operator shall notify the City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction 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 would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
2062 Old Shell Road
Mobile, Alabama 36607

Copy to: City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

GS Operating, LLC
5980 I-10 Industrial Park

Theodore, AL 36582
Attn: Steve Hoekstra

Copy to: GS Operating, LLC,
PO Box 2174
Cranberry Township, PA 16066
Attn: Lisa Kroto

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

By: _____
William S. Stimpson
Mayor

GS OPERATING, LLC
d/b/a Frontier Technologies
a Delaware corporation

By: _____
Print Name: _____
Its: _____

Attest:

_____

Lisa Carroll-Lambert

City Clerk

Exhibit "A"

Mobile Foreign-Trade Zone
Schedule of Fees for

Manufacturing/Production Operators

ANNUAL OPERATOR FEES

The fee for each year shall be determined by the level of Zone-related activity for the previous year. The fee for the first year of operations shall be $15,000.00. Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	**Annual Fee**
Less than $50,000	$0
$50,000 to $1,999,999	$5,000.00
$2 million to $4,999,999	$10,000.00
$5 million to $9,999,999	$15,000.00
$10 million to $25 million	$20,000.00
Over $25 million	$25,000.00

0144327.0730093 4853-5559-4788v2

Theodore, AL 36582
Attn: Steve Hoekstra

Copy to: GS Operating, LLC,
PO Box 2174
Cranberry Township, PA 16066
Attn: Lisa Kroto

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

By: _____
William S. Stimpson
Mayor

GS OPERATING, LLC
d/b/a Frontier Technologies
a Delaware corporation

By: _____
Print Name: Raymond Herzog
Its: CEO

Attest:

_____

Lisa Carroll-Lambert

City Clerk

Final 07-16-2021
48019104 v2
48019104 v4

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approved issuance of Purchase order to Imagetrend Inc for annual subscription renewals for patient information exchange software for MFRD.

General fund.

Amount of Contract:

$23,690.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220613 Imagetrend Agenda Package POs	Cover Memo	6/13/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:53 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
10578	2022	(1510) FIRE ADMINISTRATION	ANNUAL SUBSCRIPTION RENEWALS FOR PATIENT INFORMATION EXCHANGE SOFTWARE FOR MFRD (GSA CONTRACT)	$23,690.00	(295732) IMAGETREND, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00010578-00 FY 2022
ACCOUNTS PAYABLE	PO 22010198
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
IMAGETREND, INC.	FIRE CENTRAL SUPPLY
20855 KENSINGTON BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LAKEVILLE, MN 55044	
Tel#9524691589	Delivery Reference
Fax 9529855671	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	ANNUAL FEES ON INVOICE 134327 AS PER GSA-GS-35F 365DA			
001	RENEWAL: HEALTH INFORMATION HUB VOLUME TIER ANNUAL FEES ON INVOICE 135659 Vendor Item	1.00 EACH	13390.00000	13390.00
	1 6120.70.15.0000.0000.1510.0000.0000.42200.			13390.00
	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			
002	RENEWAL: ELITE HIH BI-DIRECTIONAL OPTION ANNUAL FEES ON INVOICE 135659 Vendor Item	1.00 EACH	10300.00000	10300.00
	1 6120.70.15.0000.0000.1510.0000.0000.42200.			10300.00

Bill To	Requisition 00010578-00 FY 2022
ACCOUNTS PAYABLE	PO 22010198
P O BOX 389	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Converted Page 2

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD LAKEVILLE, MN 55044 Tel#9524691589 Fax 9529855671	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 23690.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42200.	23690.00	
EMERGENCY MEDICAL SVCS EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	06/11/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	06/11/22	DONALD ROSE	Approved by: 9105fola
Approved	06/11/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/11/22	JOHN PAINE	Auto approved by: 910516727
Approved	06/11/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	06/11/22	JAMES NEESE JR	Auto approved by: 910516727
Approved	06/11/22	JOHN PAINE	Auto approved by: 910516727

Bill To	Requisition 00010578-00 FY 2022
ACCOUNTS PAYABLE	PO 22010198
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
IMAGETREND, INC.	FIRE CENTRAL SUPPLY
20855 KENSINGTON BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LAKEVILLE, MN 55044	
Tel#9524691589	Delivery Reference
Fax 9529855671	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: http://www.gsaadvantage.gov

MULTIPLE AWARD SCHEDULE

LARGE CATEGORY F – INFORMATION TECHNOLOGY

CONTRACT NUMBER:
GS-35F-365DA

PERIOD COVERED BY CONTRACT:
June 16, 2021 through June 15, 2026

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
http://www.imagetrend.com/

Contract Administrator
Sherri Leflay
Email: **contracts@imagetrend.com**

Price List Current through Modification #**PA-0017**, effective **June 5, 2020**

Business Size: **Small**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION
IMAGETREND, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 511210:	**Software Licenses**
SIN 54151:	**Software Maintenance Services**
SIN 611420:	**Information Technology Training**
SIN 54151ECOM:	**Electronic Commerce and Subscription Services**
SIN OLM:	**Order Level Materials**

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN**: Please see the . pricelist below.

1c . **HOURLY RATE (Services Only):** Please see the labor category descriptions below for . details.

2. MAXIMUM ORDER*:

SIN 511210	$500,000
SIN 54141:	$500,000
SIN 611420:	$250,000
SIN 54151ECOM:	$500,000
SIN OLM:	$250,000

*If the “best value” selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MIMINUM ORDER:** $100.00

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only

5. POINT(S) OF PRODUCTION:

20855 Kensington Blvd
Lakeville, MN 55044

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached Pricelist.

7. QUANTITY DISCOUNT(S):

1% for orders equal to or exceeding $150,000;
2% for orders equal to or exceeding $250,000

8. **PROMPT PAYMENT TERMS:** 0% Net 30 Days

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level

10d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

11. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico

12a. **ORDERING ADDRESS:**

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671

12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

13. **PAYMENT ADDRESS:**

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671

14. **WARRANTY PROVISION:** N/A

15. **EXPORT PACKING CHARGES:** N/A

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).** N/A

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

22a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. **Section 508 Compliance for EIT: As Applicable. For more information, please go to http://www.imagetrend.com/**

23. **DUNS NUMBER:** 078407906

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

ImageTrend, Inc.
Pricelist Upon Award
GS-35F-365DA

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
Term Software License									
511210	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	$85,239.29	Standard commercial Warranty
511210	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	$113,652.39	Standard commercial Warranty
SIN	**Manufacturer**	**Manufacturer Product Number**	**Product Name**	**Product Description**	**Unit of Issue**	**Number of Runs (Min)**	**Number of Runs (Max)**	**Price Offered to GSA (with IFF)**	**Warranty**
ImageTrend Elite Rescue Annual Support									
54151	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	$13,638.29	Standard commercial Warranty
ImageTrend Elite EMS Annual Support									
54151	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	$19,151.64	Standard commercial Warranty
ImageTrend Elite EMS Implementation									
54151	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	$19,949.62	Standard commercial Warranty
ImageTrend Elite Field Annual Support									
54151	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	100,000	100,000+	$9,092.19	Standard commercial Warranty
SIN	**Manufacturer**	**Manufacturer Product Number**	**Product Name**	**Product Description**	**Unit of Issue**	**Number of Runs (Min)**	**Number of Runs (Max)**	**Price Offered to GSA (with IFF)**	**Warranty**
ImageTrend Elite Annual Hosting									
54151ECOM	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	$19,889.17	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service									
54151ECOM	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	$1,894.21	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_Saas1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	$2,841.31	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	$3,788.41	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	$4,735.52	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	$4,735.52	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service									
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	$2.13	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	$2.13	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service Implementation									
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	$2,367.76	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	$3,314.86	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	$4,261.96	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	$6,629.72	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp80000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	80,000	89,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp90000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	90,000	99,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp100000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	100,000	100,000+	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1	1,249	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1250	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1,250	2,499	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup2500	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	2,500	3,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup4000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	4,000	9,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup10000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	10,000	14,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup15000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	15,000	19,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup20000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	20,000	29,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup30000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	30,000	39,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup40000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	40,000	49,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup50000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	50,000	59,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup60000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	60,000	69,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup70000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	70,000	79,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup80000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	80,000	89,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup90000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	90,000	99,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup100000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	100,000	100,000+	$1.89	Standard commercial Warranty

SIN	Manufacturer	Product Name	Product Description	Price Offered to GSA (including IFF)
611420	ImageTrend, Inc.	Onsite Training Sessions	Onsite Training Sessions	$947.10

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kronos Incorporated for annual renewal of timekeeping and staff scheduling software licenses for MFRD.

General fund.

Amount of Contract:

$19,099.89

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

ATTACHMENTS:

Description	Type	Upload Date
20220616 Kronos Agenda Package POs	Cover Memo	6/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:53 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
10889	2022	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF MFRD TIMEKEEPING AND STAFF SCHEDULING SOFTWARE LICENSES (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT)	$19,099.89	(294306) KRONOS INCORPORATED

Adopted:

_____

City Clerk

Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER INVOICE #11904127 FOR CONTRACT #1201243 R22-FEB-22.			
	PLATINUM SUPPORT SERVICE LEVEL			
	START: 6/23/22			
	END: 6/22/23			
001	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base	1.00 EACH	3341.58000	3341.58
	Software Support Services: 1 YR			
	Period: 23-JUN-2022 THRU			
	22-JUN-2023 575 LICENSES:			
	PLATINUM UKG TELESTAFF ENTERPRISE			
	V7.1+ INVOICE 11904127			
	Additional Description Notes			
	WORKFORCE TELESTAFF CONTACT MANAGER V7.1+, WORKFORCE TELESTAFF ENTERPRISE V7.1+, WORKFORCE TELESTAFF GATEWAY MANAGER V7.1+, WORKFORCE TELESTAFF GLOBAL ACCESS V7.1+, WORKFORCE TELESTAFF SMS MANAGER V7.1+, WORKFORCE TELESTAFF CONTACT MANAGER V7.1+, WORKFORCE TELESTAFF ENTERPRISE V7.1+, WORKFORCE TELESTAFF GATEWAY MANAGER V7.1+, WORKFORCE TELESTAFF GLOBAL ACCESS V7.1+ AND WORKFORCE TELESTAFF SMS MANAGER V7.1+.			
	Vendor Item			
1	1000.30.15.1510.1510.1510.0000.0000.42200.			3341.58

Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: PLATINUM UKG TELESTAFF CONTACT MANAGER V7.1+ INVOICE 11904127 Vendor Item	1.00 EACH	3341.58000	3341.58
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			3341.58

Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 1 LICENSE: PLATINUM UKG TELESTAFF GATEWAY MANAGER V7. 1+ INVOICE 11904127 Vendor Item	1.00 EACH	3341.58600	3341.59
1	1000.30.15.1510.1510.1510.0000.0000.42200.			3341.59

Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: PLATINUM UKG TELESTAFF GLOBAL ACCESS V7.1+ INVOICE 11904127 Vendor Item	1.00 EACH	3341.58600	3341.59
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			3341.59

Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: PLATINUM UKG TELESTAFF SMS MANAGER V7.1+ INVOICE 11904127 Vendor Item	1.00 EACH	3341.58600	3341.59
	1 1000.30.15.1510.1510.1510.0000.0000.42200.			3341.59

Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: EDUCATIONAL SERVICES SUBSCRIPTION; KNOWLEDGE PASS INVOICE 11904127 Vendor Item	1.00 EACH	2391.96000	2391.96
1	1000.30.15.1510.1510.1510.0000.0000.42200.			2391.96

Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 19099.89

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42200.	19099.89	2120747.82
FIRE ADMINISTRATION EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Rejected	06/02/22	ANNE FOLEY	YOUR LINES ON THE REQ NEED BE
Unknown	06/15/22	SANDRA LEWIS	
Unknown	06/15/22	ANNE FOLEY	
Approved	06/15/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	06/15/22	DONALD ROSE	Auto approved by: 9105fola
Approved	06/15/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/15/22	JOHN PAINE	Auto approved by: 9105fola

Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
KRONOS INCORPORATED	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 06/15/22 ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: Cobb County, GA

Solicitation: RFP 18-6390

RFP Issued: August 31, 2018

Pre-Proposal Date: September 11, 2018

Response Due Date: September 27, 2018

Proposals Received: #8

Awarded to: Kronos Incorporated #18220 and Kronos SaasShr, Inc. #18221

This competitive solicitation by Cobb County, GA for Workforce Management Systems and Related Products, Services and Solutions on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance is to establish a Master Agreement.

The solicitation included purchasing language in Section One: Overview and Instructions to Bidders of RFP 18-6390.

Cobb County Purchasing Department issued RFP 18-6390 on August 31, 2018.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The Advocate – New Orleans, LA
- Seattle Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- Business Tribune, OR

On September 24, 2018 proposals were received from the following offerors:

- ADP, LLC
- Blue City Studios, Inc.
- IntelliTime Systems Corporation
- Kronos Incorporated
- Novatime Technology, Inc.
- SumTotal Systems, LLC
- The Arcanum Group, Inc.
- Workforce Software

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to award to Kronos Incorporated and KronosSaasShr, Inc. for workforce management systems and related products, services and solutions.

Contract includes:

A contracting vehicle for workforce management that fits the needs of a wide variety of organizations. Solutions include the need for time and attendance, scheduling, staffing and reporting with suites and solutions in:

- Workforce Dimensions
- Workforce Ready Product Suite
- Payroll Services
- Workforce Central Product Suite
- Workforce TeleStaff
- Kronos In Touch

Term:

Initial three-year agreement from March 18, 2019 through March 17, 2022 with the option to renew for three (3) additional one-year periods through March 17, 2025.

Pricing/Discount:

The Cobb County, GA award includes the complete line of workforce suites and solutions. All units may be designed for each participating agency's specific requirements. Due to the vast array of the offering your local Kronos Account Manager will work with you to identify the best solution for your needs.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/kronos

CONTRACT AMENDMENT #4
Sealed Bid # 18-6390
Contract #18221

Date of Amendment: March 9, 2022

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Kronos Incorporated
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2019 to March 17, 2023

This action amends the current contract dated March 18, 2019, for Sealed Bid # 18-6390. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

Additional Terms and Conditions as per Section D

This amendment serves as confirmation that Cobb County Government has approved the modification of terms and conditions per the attached. This amendment will cover the period March 9th, 2022 through March 17, 2023.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: _____

Title: Purchasing Director

Date: 3/11/2022

CONTRACTOR

Kronos SaaShr
3040Route 22 West, Suite 200
Branchburg, NJ 08876

Signed: DocuSigned by: Mcde Dandurant 6BD88BBA577F4C1...

Title: Order Processing Analyst

Date: 3/11/2022 | 11:12 AM EST

Section D

UKG Ready Benefits Terms and Conditions

This Section D "UKG Ready Benefits terms and conditions", is made part of the Kronos Workforce Ready Software-as-a-Service Terms outlined in Section A and B (the "WFR Terms") and governs the provision of the UKG Ready Benefits Services ("Ready Benefits") by Kronos to Customer.

Except as provided in this Addendum, all terms and conditions in the Agreement related to the Applications apply to Ready Benefits. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Section D shall prevail. Capitalized terms not defined within this Section D are defined in the WFR Terms.

1. WORKFORCE READY PLATFORM.

In rendering Ready Benefits services, Kronos will use the Workforce Ready software-as-a-service platform ("WFR Platform"). Customer acknowledges and agrees that the Ready Benefits may only be used in conjunction with the WFR Platform, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Ready Benefits. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section D.

2. CONNECTIVITY AND ACCESS; SERVICES AND APPLICATION NOTICES

Customer may access Ready Benefits through the one or more of the following: Carrier Connectivity, Financial Connectivity and/or COBRA Link as further described herein and in the applicable Order. Customer agrees to receive electronic communications relating to Customer's use of the Services and Applications. Kronos may communicate with Customer by email or by posting notices within the Applications. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by Customer will be deemed delivered and effective when sent to the email address that Customer provides within the Applications. By creating an account, submitting information or otherwise providing Kronos with Customer's email address, postal address or phone number, Customer is agreeing that Kronos or the Kronos's agents may contact Customer at that address or number.

3. DISCLAIMERS

KRONOS IS A TECHNOLOGY PLATFORM PROVIDER AND MAKES NO REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO, AND HAS NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH, THE OPERATION, PERFORMANCE OR SUITABILITY OF, ANY THIRD-PARTY BENEFIT OR INSURANCE PRODUCT OR SERVICE AVAILABLE FOR ENROLLMENT, REGISTRATION, USE OR CONNECTION THROUGH THE SERVICE. KRONOS IS NOT RESPONSIBLE FOR ACCURACY OF THE DATA COMMUNICATED TO ANY THIRD-PARTY PROVIDERS. CUSTOMER FURTHER RECOGNIZES THAT IN THE DELIVERY OF THE SERVICE, KRONOS MAY WORK WITH THIRD PARTY PROVIDERS AND KRONOS CANNOT BE AND IS NOT LIABLE FOR ISSUES, ACTIONS AND/OR OMISSIONS ON THEIR PART THAT ARE OUTSIDE OF KRONOS'S REASONABLE OVERSIGHT OR CONTROL.

4. DATA SECURITY AND PRIVACY; HIPAA

In the event that Kronos will create, receive, maintain or transmit protected health information ("**PHI**" as defined under HIPAA (defined below)) on behalf of Customer in providing the Services, Customer agrees to disclose the fact that Customer is a covered entity or business associate (under the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time ("HIPAA"), to Kronos

prior to entering into this Agreement and the Parties agree to enter into a HIPAA business associate agreement prior to Customer transmitting and/or Kronos accessing any PHI. If applicable, the HIPAA business associate agreement attached as Exhibit D-1 is hereby incorporated by reference into this Agreement.

5. NATIONAL AUTOMATED CLEARING HOUSE (NACHA) AGREEMENT

Customer agrees not to provide Kronos with any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and to notify Kronos in advance if any transactions would be considered International ACH Transactions ("IATs"). Kronos's policy is not to process IATs. Customer shall be responsible and liable for all damages and costs to Kronos and its affiliates and hold Kronos harmless from and against any loss experienced by Kronos due to Customer's noncompliance with Nacha Operating Rules and Guidelines. Kronos and its originating financial institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

6. GENERAL

6.1 All notices given under the Agreement, except electronic notices from Kronos to Customer relating to the Services and Applications as set forth in Section 2 of this Section D, shall be provided in accordance with Section A, "General Terms and Conditions,"7(d).

6.2 These terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Kronos is acting as an independent contractor of Customer under this Section D.

6.3 Customer acknowledges that in providing Ready Benefits, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks and functions as Kronos chooses, including without limitation, third party software to perform Ready Benefits and to store Customer Data, data security, and other services provided by third parties. Upon written request by the Customer, Kronos will notify Customer, in writing, if applicable, the thirty party specifically and exclusively engaged for the provision of relevant services to the Customer pursuant to the Agreement.

6.4 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Ready Benefits, nor is Kronos a fiduciary of Customer.

6.5 No third-party beneficiaries exist under this Section D.

6.6 Customer acknowledges and agrees that any regulated financial services, including regulated aspects of any applicable payment services provided hereunder will be performed by Kronos SaaShr, Inc. Customer further acknowledges and agrees that any regulated third party administrator services provided hereunder will be performed by EverythingBenefits, Inc. Neither Kronos SaaShr nor UKG are considered Plan Administrators under the Employee Retirement Income Security Act of 1996 ("ERISA"). Both Kronos SaaShr, Inc. and EverythingBenefits, Inc., are subsidiary companies of UKG, Inc.

Exhibit D-1

UKG Ready Benefits
Business Associate Agreement

This Exhibit D-1 applies solely to the UKG Ready Benefits services ordered and provided under Section D "UKG Ready Benefits Terms and Conditions" and only to the extent required by Article 4, "Data Security and Privacy; HIPAA" therein.

RECITALS

WHEREAS, Customer ("**Covered Entity**") has entered into an agreement with Kronos ("**Business Associate**") governing the provision of Kronos' UKG Ready Benefits offering to be used by Customer in Kronos' Workforce Ready platform and in accordance with the underlying agreement (the "**Underlying Agreement**");

WHEREAS, Business Associate may provide software for business process automation and connectivity services for or on behalf of Covered Entity, and in performing said services, Business Associate may receive, maintain, or transmit Protected Health Information ("**PHI**");

WHEREAS, Covered Entity is a "**Covered Entity**" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, ("**HIPAA**"), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services ("**Secretary**"), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 ("**HIPAA Regulations**");

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or received by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) ("the **HITECH Act**") and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, as a Covered Entity, Covered Entity is required under HIPAA to enter into a Business Associate Agreement ("**BAA**") with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

NOW WHEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

1.1. "**Breach**" shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

1.2. "**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.

1.3. "**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

1.4. "**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

1.5. "**Protected Health Information**" and "**PHI**" mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

1.6. "**Security Incident**" means a confirmed successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system which affects Covered Entity's PHI or e-PHI in possession and/or control of Business Associate. Security Incident shall exclude (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI.

1.7. "**Services**" shall mean the services provided to Covered Entity by Business Associate pursuant to the Underlying Agreement.

1.8. "**Unsecured PHI**" shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. "**Use**" or "**Uses**" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate's internal operations, as set forth in 45 C.F.R. § 160.103.

1.10. "**Workforce**" shall have the meaning given to such term under 45 C.F.R. § 160.103.

2. **OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 **Permitted Uses and Disclosures of Protected Health Information**. Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.2 **Prohibited Marketing and Sale of PHI.** Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose

PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by any Underlying Agreement and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (ii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii); however this prohibition shall not affect payment by Covered Entity to Business Associate for the provision of Services pursuant to any Underlying Agreement.

2.3 **Adequate Safeguards of PHI**. Business Associate shall implement and maintain reasonably appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentially, integrity, and availability of e-PHI that it receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5 **Reporting Non-Permitted Use or Disclosure.**

2.5.1 **Reporting Security Incidents and Non-Permitted Use or Disclosure**. Business Associate shall report to Covered Entity in writing each confirmed Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or Subcontractors that is not specifically permitted by this BAA no later than ten (10) business days after confirming such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon written request by Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.

2.5.2 **Breach of Unsecured PHI**. If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall reasonably cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act.

2.6 **Availability of Internal Practices, Books, and Records to Government**. Business Associate agrees to make its internal policies, books and records relating to the Use and Disclosure of PHI received from, or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary.

2.7 **Access to and Amendment of Protected Health Information**. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) business days of a written request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying to fulfill its obligations under 45 C.F.R. § 164.524, or (b) permit Covered Enity to amend the PHI Business Associate maintains (or which is maintained by Business Associate's Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. In the event that an individual makes a direct request to Business Associate to amend any PHI of such individual maintained in a Designated Record Set on behalf of Covered Entity, Business Associate shall promptly forward such individual's request to Covered Entity for review. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes except as otherwise directed by Covered Entity or required by law. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format as commercially reasonable and available to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request for access to PHI.

2.8 **Accounting.** To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9 **Use of Subcontractors.** Business Associate shall require each of its Subcontractors, if any, that maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same, or substantially similar, restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.10 **Minimum Necessary.** Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

3. COVERED ENTITIES RESPONSIBILITIES

With respect to the use and disclosure of the PHI by Business Associate, Covered Entity agrees to: (a) inform Business Associate of any change in or revocation of any authorization provided to Covered Entity by Individuals pursuant to applicable law, including, but not limited to, the HIPAA Statute and which is applicable to Business Associate; and (b) to timely notify Business Associate, in writing, of any arrangement permitted or required of Covered Entity under applicable law, including, but not limited to, the HIPAA Statute, that may impact in any manner the use, disclosure, or access to PHI by Business Associate under the Agreement, including, but not limited to, any agreement by Covered Entity to restrict use or disclosure of any PHI as permitted by the HIPAA Statute.

4. TERM AND TERMINATION

4.1 **Term**. Subject to the provisions of Section 4.2 herein, the term of this BAA shall be the term of the Underlying Agreement.

4.2 **Termination for Cause**. In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

a. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within fifteen (15) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period, Covered Entity may immediately terminate this BAA and any Underlying Agreement upon written notice to Business Associate; or

b. Upon written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured

4.3 **Disposition of Protected Health Information Upon Termination or Expiration.**

4.3.1 Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a a format utilized at the time of termination and timeframe, at no additional charge to Covered Entity.

4.3.2 If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Amendment to Comply with Law**. The parties agree to enter into an amendment to this BAA to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations, as applicable, and as mutually agreed between the parties. Additionally, the Parties agree to take such action as is reasonably necessary to amend this BAA from time to time for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act, and to the extent mutually acceptable to the parties.

5.2 **Relationship to Underlying Agreement Provisions**. Except as otherwise specifically stated in this BAA, in the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement, subject to Section 5.3 below.

5.3 **Entire Agreement**. This BAA supplements and is entered into subject to the Underlying Agreement, and constitutes the entire agreement between the Parties for the services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the Parties relating to the subject matter of this BAA. Any provisions in the Underlying Agreement regarding limitations or exclusion of liability or indemnification will apply to any of the rights and obligations of the parties under this BAA or breach thereof. This BAA supersedes and replaces any

existing Business Associate Agreement in effect between Business Associate and Covered Entity. Any PHI received from Covered Entity prior to, on, or after the date of this Agreement is subject to the terms and conditions of this Agreement.

5.4 **Notices**. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.4. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

5.5 **Relationship of Parties.** Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

5.6 **Effective Date.** This BAA shall be effective as of the date of execution of the Underlying Agreement.

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

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

Rachel Laurie Riddle
Chief Examiner

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

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. 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. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not 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 vendor exist. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co Inc for Holmatro brand hydraulic rescue equipment for MFRD.

General fund.

Amount of Contract:

$235,598.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220616 Nafeco Agenda Package POs	Cover Memo	6/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:53 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
8511	2022	(1510) FIRE ADMINISTRATION	HOLMATRO HYDRAULIC RESCUE EQUIPMENT FOR MFRD (H-GAC COOPERATIVE PURCHASING AGREEMENT)	$235,598.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE 022412610 AND HGAC CONTRACT EE08-19 EXPIRATION 7/31/2022			
001	FIRE EMERGENCY EQUIPMENT: Holmatro 32' CORE Hose, Orange [D-STOCK] 158572125-D QUOTE Q022412610 Vendor Item	3.00 EACH	939.00000	2817.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			2817.00
	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			
002	FIRE EMERGENCY EQUIPMENT: Holmatro 32' CORE Hose, Blue [D-STOCK] 158572128-D QUOTE Q022412610 Vendor Item	3.00 EACH	939.00000	2817.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			2817.00

Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved Page 2

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	FIRE EMERGENCY EQUIPMENT: Holmatro SR20 PC2 Pump, D-Stock 159.000. 100-D QUOTE Q022412610 Vendor Item	3.00 EACH	7905.00000	23715.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			23715.00
	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			

Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
004	FIRE EMERGENCY EQUIPMENT: Holmatro CU5050i Cutter NAFECO 150.012. 306-D QUOTE Q022412610 Vendor Item	10.00 EACH	6600.00000	66000.00
	1 6120.70.15.0000.0000.1510.0000.0000.49130.			65000.00
	2 1000.30.15.1510.1522.1510.0000.0000.42150.			1000.00
	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			
005	FIRE EMERGENCY EQUIPMENT: Holmatro Spreader SP 5240 CORE 150.012. 323-D QUOTE Q022412610 Vendor Item	10.00 EACH	7293.00000	72930.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			72930.00

Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved Page 4

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 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
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	FIRE EMERGENCY EQUIPMENT: Holmatro TR5350 LP Ram 150.032.101-D QUOTE Q022412610 Vendor Item	10.00 EACH	5535.00000	55350.00
	1 6120.70.15.0000.0000.1510.0000.0000.42150.			40362.00
	2 1000.30.15.1510.1522.1510.0000.0000.42150.			14988.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
007	FIRE EMERGENCY EQUIPMENT: Holmatro CU 4007 Mini-Cutter, CORE 150.012. 232-D QUOTE Q022412610 Vendor Item	3.00 EACH	3911.00000	11733.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			11733.00
	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			
008	FREIGHT Vendor Item Inventory Item/Loc 14009	1.00 EACH	236.00000	236.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			236.00

Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 235598.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.		
	130236.00	2092588.39
FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS		
6120.70.15.0000.0000.1510.0000.0000.42150.		
	40362.00	2092588.39
EMERGENCY MEDICAL SVCS EXP MAINTENANCE & REPAIRS		
6120.70.15.0000.0000.1510.0000.0000.49130.		
	65000.00	2092588.39
EMERGENCY MEDICAL SVCS EXP UNCLASSIFIED EXPENDITURES		

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	

Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	06/16/22	DONALD ROSE		Auto approved by: 910514396	
	Approved	06/16/22	SANDRA LEWIS		Auto approved by: 910514396	
	Approved	06/16/22	JOHN PAINE		Auto approved by: 910514396	
	Approved	06/16/22	DONNA MICHELE STANLEY		Auto approved by: 910514396	
	Approved	06/16/22	JAMES NEESE JR		Auto approved by: 910514396	
	Approved	06/16/22	JOHN PAINE		Auto approved by: 910514396	

Authorized By: _____ Date: _____
Signature

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Product Information

Product Description
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021

Manufacturer
Holmatro

Product Code
EE19DCA

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
-3%

Price Unit
EA

Keyword(s)
Combination Spreader/Cutter Tools

View Catalog

Vendors Offering This Product

Air Care Inc.
Christopher Thomas

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
Wink Brown
wbrown@gwevs.com
Phone: 901-948-1625
Fax: 901-942-2724

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
Jimmie Smith
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Phone: 901-948-1625
Fax: 901-946-7433

Georgia Fire and Rescue Group, Inc.
Jason Whidby
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Fax: 770-479-9040

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Fax: 410-768-4878

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Industrial Protection Services, LLC
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Jim Minton
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Fax: 713-692-1591

Metro Fire Apparatus Specialists, Inc.
Brian Russell
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Fax: 713-475-2428

North America Fire Equipment CO., Inc. (NAFECO)
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Fax: 256-355-0852

Purchase Point Equipment Supply, LLC
Nate Schwessinger
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Fax: 239-236-1943

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Fax: 801-565-9598

Weidner & Associates, Inc.
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Fax: 801-565-9598

Contact HGACBuy

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

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Contact Information

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

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

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

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Emergency Medical & Rescue Equipment

Contract Information

Contract Number
EM08-20

Effective Dates
08/01/2018 - 07/31/2023

Contract Details
In-Home/Work & Onsite Public Access AEDs, Biphasic AEDs, Semi-Automic Biphasic Defibrillator w/ECG Monitoring, Manual Biphasic Defibrillator w/ECG Monitoring, Semi-Automatic Manual Biphasic Defibrillator w/Escalating, Joules, Chest Compression Systems, All-Wheel Drive Rescue Vehicles, Fire rescue saws, Electronic Personnel Accountability System (Stand-Alone), Breathing air Systems.

Note: Use of this contract may require an additional competitive step. Click here for details

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All Products

Search Products

Description	Code	Manufacturer	Price	Discount
2019 Viking Pricing	E01YLMA	Viking		3%
2021 Master Price List, 2021 US Price List, PDF	E01YAGA	Scott / ISC		3%
2021 3M Scott Fire & Safety Price List	E01YAEM	3M Scott Safety		13%
2021 AMKUS Rescue Systems Price List	E01YBBA	Amkus		5%
2021 AMKUS Rescue Systems Price List	E01YBTA	Amkus		5%
2021 AMKUS Rescue Systems Price List	E01YBZA	Amkus		5%
2021 AMKUS Rescue Systems Price List	E01YBDA	Amkus		5%
2021 AMKUS Rescue Systems Price List	E01YBEA	Amkus		5%
2021 Fire Dex Consumer Price List	E01YLJA	Fire Dex		60%
2021 Fire Dex Consumer Price List	E01YLKA	Chieftan		45%
2021 Fire Dex Consumer Price List	E01YLCA	TECGEN		60%
3M Scott Safety Compressor Product Price List	E01YAGA	3M Scott Safety		3%
Artic 2021 List Price	E01YMEA	Artic		List-21%
Bullard Fire Thermal Imaging Pricing Effective Feb. 1, 2019	E01YHAA	Bullard		** -0%, -1%
CARDIAC SCIENCE 2019 Price List	E01YAII	Cardiac Science		40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List	E01YBII	Cardiac Science		40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List	E01YBCII	Cardiac Science		30% off Defibrillators, 25% off Accessories
Cutters Edge Retail Price List	E01YIAA	Cutters Edge		6.25%
Defibtech 2019 Price List	E01YACYI	Defibtech		30% off Defibrillators, 20% off Accessories
Defibtech 2019 Price List	E01YBDYI	Defibtech		19% off Defibrillators, 10% off Accessories
Defibtech 2019 Price List	E01YAIYI	Defibtech		40% off AEDs, 30% off Accessories
Draeger Responder Catalog Effective Feb 1, 2021	E01YAAA	Draeger		11.00%
Draeger Responder Catalog Effective Feb 1, 2021	E01YBAYA	Draeger		11.00%
Dragon Fire Brand Gloves	E01YLSA	Dragon Gloves		List-15%
Eagledir Price List Effective July 23, 2021	E01YBDA	Eagle-Air		0%
Fire & Rescue Helmets Price List (Eff. Feb. 1, 2018)	E01YLNA	Bullard		-38%
Fire and Rescue Helmets Effective - 2021	E01YKJW	MSA Safety Sales LLC		15
Fire Hooks Unlimited 2021 Price List	E01YIRA	Pyrmor		List-2%
Firecraft Safety Products, 2021 Price List	E01YKJA	Firecraft Safety		11.00%
Frekline products & Hoods	E01YLSA	PSI		15
FUR Fire Segment & UAV Kits' 2018-2019 Price List	E01YAEA	FIV		14%
Fyrclean - Cosmax 2019 List Price - Effective 01/01/2019	E01YKJA	Cosmax		29
Fyrclean 2019 Price List	E01YLBF	Honeywell		44%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	E01YMAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	E01YKJA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	E01YIFAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	E01YIKAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	E01YKAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	E01YKAA	Genesis Rescue Systems		3.50%
Globe 4Fields 2018	E01YLVF	Globe		25
Globe Classic Metro 2019	E01YLFB	Globe		25
Globe Classic SC 2019	E01YLYA	Globe		25
Globe Firefighter 2019	E01YLKI	Globe		25
Globe G-Heat 2019	E01YLFC	Globe		25
Globe G-Hermes 3.0 2019	E01YLFC	Globe		25
Globe GX1 2019	E01YLHJ	Globe		25
Globe Hi Ready 2019	E01YLFD	Globe		25
Globe Letters and Accessories 2019	E01YLFC	Globe		25
Gloves Hoods Suspenders 2019 Price List	E01YLBC	Honeywell		44%
GRACE INDUSTRIES FireFighter Catalog 2020 US Price Pages	E01YLMA	Grace Inc		13% Discount
Halo SMS Station Boots, Fire Boots, Forestry Boots, LE Boots, 2019 Price List	E01YJCA	HAIX		19%
HearGlow 2019 Price List	E01YKCI	HearGlow		60% off Defibrillators, 25% off Accessories
HearGlow 2019 Price List	E01YKCII	HearGlow		60% off Defibrillators, 25% off Accessories
HearGlow 2019 Price List	E01YKBII	HearGlow		40% off AEDs, 25% off Accessories
HearGlow 2019 Price List	E01YKBZI	HearGlow		40% off AEDs, 25% off Accessories
HearGlow 2019 Price List	E01YAGYI	HearGlow		60% off AEDs, 25% off Accessories
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	E01YKBCA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	E01YKCDA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	E01YKECA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	E01YKGCA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	E01YMBA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	E01YKBBA	Holmatro		-3%
Honeywell Respiratory Protection, 2021 Price List	E01YAKA	Honeywell		11.00%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	E01YKBCC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	E01YKCDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	E01YKCEC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	E01YKCCB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	E01YKBCB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	E01YKBDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	E01YKBEB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Stronglyte	E01YKBZB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Stronglyte	E01YKCZB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Stronglyte	E01YKCBB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRIVALVE	E01YKBCA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRIVALVE	E01YKCDA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRIVALVE	E01YKEDA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRIVALVE	E01YKBDA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	E01YKECC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021- Stronglyte	E01YKEDB	Hurst Products		15%
INNOTEX PRICE LIST 2019 VER 2021.1XLSX (New Products addition effective April 2021)	E01YKLA	Innotex		-20%
Interspiro 2019 US Suggested List Price Schedule, Effective 01/01/2019	E01YKBEA	Interspiro		38%
Lifeliner Hoists Catalog	E01YKJA	Sterling&Co		15
LION HEAD & EYE PROTECTION Effective Oct 1, 2021	E01YKJEB	Lion		31.00%
LION PROTECTIVE GLOVES 2019 Price List	E01YKJC	Lion		20%
LION TIRU TECHNICAL RESCUE AND RECOVERY ENSEMBLE Price List Effective Oct 1, 2021	E01YKJAE	Lion		31.00%
LION Tumours and Accessories Effective Oct 1, 2021	E01YKJEA	Lion		31.00%
LION VERSA PRO 2019 Price List	E01YKJAY	Lion		18%
Majestic Fire Apparel 2018-2019	E01YKJSA	Majestic Fire Apparel		13%
Morning Pride TALC 2019 Price List	E01YKJKA	Honeywell		59%
Morning Pride and DTI Helmet 2019 Price List	E01YKJBO	Honeywell		55%
Morning Pride RANGER 2019 Price List	E01YKJBE	Honeywell		59%
Morning Pride Viper Edge M 2019 Price List	E01YKJBC	Honeywell		59%
MSA 2021 US Suggested List Price Book (Effective Jan 1, 2021)	E01YMCA	MSA Safety Sales LLC		15
MSA 2021 US Suggested List Price Book (Effective Jan 1, 2021)	E01YKHSA	MSA Safety Sales LLC		5
MTS Brand - Lakeland Fire 2020 List Price Schedule	E01YKJHC	Lakeland Fire		List-36%
OSX Brand - Lakeland Fire 2020 List Price Schedule	E01YKJAA	Lakeland Fire		List-36%
Paratech 2022 List Price Schedule	E01YKDA	Paratech		List-7%
Paratech 2022 List Price Schedule	E01YKCA	Paratech		List-7%
Philips 2019 Price List	E01YAAI	Philips		42.00%
Philips 2019 Price List	E01YBAI	Philips		42.00%
Philips 2019 Price List	E01YJCAI	Philips		30% off Defibrillators, 25% off Accessories
Philips 2019 Price List	E01YJDAI	Philips		19% off Defibrillators, 10% off Accessories
Physio-Control 2019 Price List	E01YBDII	Physio-Control		20.00%
Physio-Control 2019 Price List	E01YJCII	Physio-Control		30% off Defibrillators, 20% off Accessories
Physio-Control 2019 Price List	E01YJAII	Physio-Control		40% off AEDs, 30% off Accessories
Physio-Control 2019 Price List	E01YBYII	Physio-Control		13% off Chest Compressor Device, 20% off Accessories
Physio-Control 2019 Price List	E01YJEII	Physio-Control		19% off Defibrillators, 10% off Accessories
Rescue 42 2021 Price List	E01YBTEA	Rescue 42		3%
RESCUE800 2021 Price List	E01YKJDI	TECGEN		60%
SCX Brand - Lakeland Fire 2020 List Price Schedule	E01YKJHB	Lakeland Fire		List-36%
Shelby Specialty Gloves, Work/Rescue/Extrication/Fire, NFPA Compliant, 2020	E01YKJSA	Shelby Specialty Gloves		18.00%
Skallow-air 2019 Price List	E01YMCA	Skallow-air		3%
SMH Sixes 2021	E01YKEA	SMH		List-21%
Super-Vac Fan Price List, 2021	E01YJEEA	Super-Vac		List-22%
Tempest Technology Fire Price List, 2019	E01YJBEA	Tempest		14%
The unique Range of Thermal Imaging Cameras 2019 Price List	E01YMBA	Avon Protection Systems		9.00%
Thorogood Fire & Uniform Price List, 2018-2019	E01YKJFA	Weldmeister/Thorogood		22%
Uniline Products Price List 2021	E01YKCA	Uniline		List-18%
Ventilair Fire Protective Gear 2021 Price List (Effective 4/1/2021)	E01YKJLA	Ventilair		20%
Vetter Rescue Price List 2021	E01YKCEA	Kermit Vetter		1.5%
Whitford Gear	E01YKJSA	Cleveland Div of Western Shelter		5
Zoll 2019 Price List	E01YJEII	Zoll Medical		19% off Defibrillators, 10% off Accessories
Zoll 2019 Price List	E01YJFII	Zoll Medical		15% off Chest Compressor Device, 13% off Accessories
Zoll 2019 Price List	E01YJHII	Zoll Medical		60% off AEDs, 10% off Accessories
Zoll 2019 Price List	E01YJIII	Zoll Medical		40% off AEDs, 10% off Accessories
Zoll 2019 Price List	E01YJGII	Zoll Medical		30% off Defibrillators, 15% off Accessories
Zoll 2019 Price List	E01YJKII	Zoll Medical		19% off Defibrillators, 10% off Accessories

Contact Information

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

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

Phone: 1-800-926-4234
Fax: 713-993-4548

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

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

Rachel Laurie Riddle
Chief Examiner

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

November 5, 2021

Alabama Community College System
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, 2022**. 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. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not 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 vendor exist. *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:6/21/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide a bi-annual preventive maintenance program for the security camera system at the Cruise Terminal

Amount of Contract:

$33,424.00

Funding Source

Project # Cruise Terminal - Server & Security Camera Maintenance SC-038-22

Discretionary Funds

Project String

Contract Number:60206020-42200 (Cruise Terminal Professional & Technical operational fund)

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
SC-038-22 Cruise Terminal - Server & Security Camera Maintenance	Cover Memo	6/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/9/2022 - 10:46 AM
Budget	Sapp, Celia	Approved	6/9/2022 - 9:52 AM
Legal	Kern, Chris	Approved	6/9/2022 - 12:57 PM

Legal	Kern, Chris	Approved	6/9/2022 - 12:58 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 2:14 PM

RESOLUTION

2022

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

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

Name of Company:	CONVERGINT TECHNOLOGIES LLC
Project Name:	MOBILE ALABAMA CRUISE TERMINAL – SERVER AND SECURITY CAMERA MAINTENANCE (1-YEAR SERVICE CONTRACT)
Project Number:	SC-038-22
Amount:	$33,424.00

Adopted:

_____
City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

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

This Agreement made and entered into this _____ ____,

BETWEEN the **OWNER:** CITY OF MOBILE
205 Government Street
PO Box 1827
Mobile, Alabama, 36633

And the **SERVICE CONTRACTOR:** Convergint Technologies LLC
714 Cahaba Valley Circle
Pelham, Alabama 35124

City of Mobile License Number: 102859

for the following **PROJECT:**

Project Name: Service Contract- Server and Security Camera Maintenance

Project Location: Mobile, Alabama Cruise Terminal
201 South Water Street
Mobile, Alabama 36602

Project Number: SC-038-22

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 Contractor shall furnish all labor, material and equipment necessary to provide a bi-annual preventive maintenance program for the Mobile, Alabama Cruise Terminal Security Camera System and be available for emergency services to assess the causes of outages and make all necessary repairs at all times (24/7/365).

ARTICLE 2. Term of Contract:
2.1 The Term of the Contract is for a period of one (1) year commencing on the date of the written Notice to Proceed issued by the Owner.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum as follows:

Total Contract Amount: Thirty-Three Thousand Four Hundred Twenty-Four

& 00/100 Dollars ($33,424.00)

(Amount in Words) (Amount in Numbers)

SCHEDULE OF VALUES:
First Year (Initial Term)
Mobile, Alabama Cruise Terminal Bi-Annual $16,712.00 Jul. 2022

$16,712.00 Jan. 2023

HOURLY LABOR RATES: The hourly labor shall include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only. The City does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

Service Technician
Regular Working Hours(M-F, 8am-5pm) $135.00 /hour
Overtime Hours $202.00 /hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus **Ten Percent (10%)**

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

ARTICLE 4. Payments:
4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made Quarterly for completed Work as specified.
B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Section 3.1, above.

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 and the Specifications, Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	8 pages
2. Bid Form, dated February 24, 2022	2 pages
3. Scope of Work	1 page
4. Certificates of Insurance with endorsements	2 pages
5. E-Verify Documentation	2 pages
6. Vendor Information	2 pages

ARTICLE 7. Insurance:
7.1 Required coverage:
7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence

$1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance
1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

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

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

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this

8.2 This Agreement including Project Construction Documents and accepted alternates represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

8.3 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time with any litigation or in connection merely with advice and representation provided without litigation.

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

8.5 In the event of any breach or apparent breach by 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.

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

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

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

8.9 Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

8.10 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.

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

8.12 Method of Payment: Contractor shall provide two copies of invoices to the Architectural Engineering Department. Payment shall be made only upon successful completion of the project and receipt and approval by Owner of all required close out documents.

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

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

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

8.16 Non-Assignment Clause: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

ARTICLE 9. Severability Clause

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

ARTICLE 10. Immigration Laws

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

ARTICLE 11. Public Contracts with Entities Engaging in Certain Boycott Activities

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

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE 9. Signature:

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

OWNER: City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
CONVERGINT TECHNOLOGIES, LLC.

Sam Pistrui Digitally signed by Sam Pistrui DN: C=US, E="sam.pistrui@convergint.com", O="Convergent Technologies", CN="Sam Pistrui" Date: 2022.06.06 12:46:45-05'00'

_____
Signature

Sam Pistrui Account Executive
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 Sam Pistrui **as** Account Executive Convergint **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** Convergint Technologies, LLC .
Sworn to and subscribed for me this 1st **day of** June, **2022.**

_____
NOTARY PUBLIC
My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
LISA FISHER
My Commission Expires
March 5, 2025

END OF SECTION

EXHIBIT A
SCOPE OF WORK
Service Contract – Server and Security Camera Maintenance
Mobile, Alabama Cruise Terminal
February 24, 2022

1. Upon receipt of Notice to Proceed, Contractor must inventory all cameras associated hardware that will be covered under the Service Contract. All cameras will need to be updated with firmware at least once a year. All servers covered under this Contract shall have firmware updated.

2. Report and coordinate in with owner's representative. Vendor will provide two (2) comprehensive yearly preventive maintenance inspection for all cameras and network infrastructure.

3. Clean Cameras lenses, with appropriate lens cleaner, and housing as necessary. Check lensed for correct focusing and operation of auto-ins and adjust as necessary. Check lenses for correct field of view and adjust as necessary.

4. Visually inspect all major components (including cabling and connections where accessible) for signs of deterioration or damage and rectify as necessary. Network hardware can only be accessed in coordination with the MIT Department for the City of Mobile. All other physical needs such as network cabling to the respective cameras can be done by Contractor.

5. Check Network integrity for any increase in latency or congestion. Clean all network switches of any accumulated dust/grime.

6. Insure that all network hardware has adequate ventilation as required for proper operation. Check all network security protocols are in place and operational.

7. Check all network security protocols are in place and operational.

8. Clean all servers of any debris that may be impeding airflow.

9. Camera firmware updates shall be checked for most current version and be applied as necessary.

10. Provide a written, bi-annual, report of completed work and indicate any uncorrected deficiencies detected to Cruise Terminal Contract Administrator.

Service Contract- Server and Security Camera Maintenance
Mobile, Alabama Cruise Terminal
Project # SC[redacted]-22 075
February 24, 2022

QUOTE:

Company Name: Convergint

Company Address: 714 Cahaba Valley Circle, Pelham, AL, 35124

Office Phone #: 205-259-7360 **Fax # :** _____

Email Address: Sam.Pistrui@Convergint.com

City of Mobile Business License No.: 102859 Reference 13436

In compliance with the Request for Quotes documents prepared by the City of Mobile, Facility Maintenance Department, dated February 24, 2022 the Contractor hereby proposes to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. Service Contractor acknowledges receipt of Addendum No. N/A and dated 04/06/2022.

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

SCHEDULE OF VALUES:

First Year (Initial Term) Mobile, Alabama Cruise Terminal	Bi-annually	$16,712.00	Apr. 2022
		$	
		$16,712.00	Oct. 2022
		$	
	Year 1 Total	$33,424.00	
Second Year (First Additional Term) Mobile, Alabama Cruise Terminal		$15,744.00	Apr. 2023
		$	
	Bi-annually	$15,744.00	Oct. 2023
		$	
	2nd Year Total	$31,488.00	
Third Year (Second Additional Term) Mobile, Alabama Cruise Terminal		$15,744.00	Apr. 2024
		$	
	Bi-annually	$15,744.00	Oct. 2024
		$	
	3rd Year Total	$ 31,488.00	

Total (First, Second, & Third Year) $ 96,400.00

HOURLY LABOR RATES: The hourly labor shall include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only. The City does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

Service Technician
Regular Working Hours(M-F, 8am-5pm) $ 135 /hour
Overtime Hours $ 202 /hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus **Ten Percent (10%)**

Contact Name: Sam Pistrui

Contact Phone #: _____ **Cell #:** 832-493-3877

E-mail Address: Sam.Pistrui@convergint.com

Signature: Sam Pistrui **Date:** 04/06/2022

Printed Name: Sam Pistrui **Title:** Account Executive

Alabama Secretary of State

Convergint Technologies LLC	
Entity ID Number	000 - 604 - 148
Entity Type	Foreign Limited Liability Company
Principal Address	ONE COMMERCE DRIVE SCHAUMBURG, IL 60173-5323
Principal Mailing Address	ONE COMMERCE DRIVE SCHAUMBURG, IL 60173-5323
Status	Exists
Place of Formation	Delaware
Formation Date	05/25/2001
Qualify Date	05/02/2002
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	ANY LAWFUL ACTIVITY
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	2021
Transactions	
Transaction Date	12/30/2004
Principal Office Changed From	1094 JOHNSON DR BUFFALO GROVE, IL 60089
Transaction Date	04/15/2011
Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2527 COLLEGE ST MONTGOMERY, AL 36104
Transaction Date	12/04/2014
Principal Office Changed From	1651 WILKENING RD SCHAUMBURG, IL 60173-5323
Transaction Date	06/02/2017
Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111
Transaction Date	02/28/2018

Convergint Technologies LLC	
Agent Mailing Address Changed From	COGENCY GLOBAL INC 2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Transaction Date	02/28/2018
Registered Agent Changed From	COGENCY GLOBAL INC 2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/02/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	12/30/2004 Principal Address Change 1 pg.
Document Date / Type / Pages	04/15/2011 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/04/2014 Articles of Amendment 2 pgs.
Document Date / Type / Pages	06/02/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	02/28/2018 Registered Agent Change 2 pgs.

Browse Results New Search

Re: e-Verify

Blaize, Gregg S <gregg.blaize@cityofmobile.org>
Fri 4/29/2022 11:46 AM
To: Janice Baumann <Janice.Baumann@convergint.com>

Ok. I will submit it.

Thanks

Sent from my iPhone

> On Apr 29, 2022, at 11:31 AM, Janice Baumann <Janice.Baumann@convergint.com> wrote:
>
> **CAUTION:** External Email
>
> Hi Gregg,
> We use a third party for background checks and e-Verify, therefore, we are unable to pull that form. However, please see the attached. This has been accepted by others.
> Please let me know if you need anything else.
> Regards,
> Janice
>
> Janice Baumann | Human Resources Business Partner | Convergint
> Gulf and Mid-Atlantic Regions
> F: 847-273-0546
> O: 847-318-3235 E: janice.baumann@convergint.com
> <image001.png>
>
> <Memorandum of Understanding - MOU - E-Verify.pdf>

Client Company ID Number: 127419
Company ID Number: 74219

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, EMPLOYER, AND DESIGNATED AGENT REGARDING E-VERIFY

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:

Employer Convergint Technologies

Leslie V. Evans	HR Manager
Name (Please type or print)	Title
Leslie V. Evans	6/12/2008
Signature	Date

Designated Agent Selection Management Systems, Inc.

Melissa Naegele	
Name (Please type or print)	Title
Electronically Signed	**06/13/2008**
Signature	Date

Department of Homeland Security- Verification Division

Name (Please type or print)	Title
Signature	Date

Client Company ID Number: 127419
Company ID Number: 74219

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, EMPLOYER, AND DESIGNATED AGENT REGARDING E-VERIFY

INFORMATION REQUIRED FOR THE E-VERIFY DESIGNATED AGENT PROGRAM

Information relating to Employer's Company:

Company Name:	**Convergint Technologies**
Company Facility Address:	**1651 Wilkening Road** **Schaumburg, IL 60173**
County or Parish:	**COOK**
Employer Identification Number:	**311428978**
North American Industry Classification Systems Code:	**238**
Parent Company:	
Number of Employees:	**500 to 999**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2022

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Insurance America Inc	24554
INSURER B: Federal Insurance Company	20281
INSURER C: XL Specialty Insurance Company	37885
INSURER D: Indian Harbor Insurance Company	36940
INSURER E:	
INSURER F:	

INSURED
Convergint Technologies LLC #425
Location #425
One Commerce Drive
Schaumburg, IL 60173

COVERAGES **CERTIFICATE NUMBER:** W24559823 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		CGD 7422095	03/01/2022	03/01/2023	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		CAD 7459994 01	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		9365-2578	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD 7459993 01	03/01/2022	03/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Workers Compensation - WI and Employers Liability Per Statute			CWR 7459998 01	03/01/2022	03/01/2023	EL Each Accident EL Disease-Each Empl. EL Disease-Policy Lmt	$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)
Job Project: Cruise Terminal CSP
SEE ATTACHED

CERTIFICATE HOLDER
City of Mobile
201 S water street
Mobile, AL 36602

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Convergint Technologies LLC #425 Location #425 One Commerce Drive Schaumburg, IL 60173
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Mobile is included as an Additional Insured as respects to General Liability and Auto Liability as required by written contract.

Umbrella/Excess Follows Form on Additional Insured.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940

POLICY NUMBER: CEO744682206 EFF DATE: 03/01/2022 EXP DATE: 03/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	$5,000,000
	Aggregate	$5,000,000
	Retention	$100,000

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AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide technical support/assistance to the Adelte Technologies Inc engineers during the bi-annual preventative maintenance & inspections of the Gangway; provide technical support for the quarterly preventative maintenance & inspections of the Gangway; and provide technical support & repairs for emergencies & unscheduled repairs, at the Mobile Alabama Cruise Terminal

Amount of Contract:

$46,720.00 1st year

Funding Source

Project # Cruise Terminal - Gangway Preventative Maint & Insps-Technicians (service contract) SC-022-22 **Discretionary Funds**

Project String 60206020-42200 (Cruise Terminal Professional & Technical operational account) **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-022-22 Cruise Terminal - Gangway Preventative Maint & Insps-Technicians (service contract)	Cover Memo	6/10/2022

REVIEWERS:

Department	Reviewer	Action	Date

Architectural Engineering	Boatwright, Cassie	Approved	6/10/2022 - 2:40 PM
Budget	Sapp, Celia	Approved	6/15/2022 - 2:10 PM
Legal	Kern, Chris	Approved	6/16/2022 - 11:01 AM
Legal	Kern, Chris	Approved	6/16/2022 - 11:03 AM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:55 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and William Carroll

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

Name of Company:	ROB'T J. BAGGETT, INCORPORATED d/b/a ROB'T J. BAGGETT, INC.
Project Name:	MOBILE, ALABAMA CRUISE TERMINAL – GANGWAY PREVENTATIVE MAINTENANCE & INSPECTIONS - TECHNICIANS (3-YEAR SERVICE CONTRACT)
Project Number:	SC-022-22
Amount:	$ 46,720.00 1st YEAR 48,176.00 2nd YEAR 49,140.00 3rd YEAR $144,036.00 COMBINED TOTAL

Adopted:

_____
City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR 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 SERVICE CONTRACTOR	ROB'T J. BAGGETT, INCORPORATED d/b/a ROB'T J. BAGGETT, INC. 759 HOLCOMBE AVENUE MOBILE, ALABAMA 36606
City of Mobile License Number:	36051

for the following PROJECT:

PROJECT NAME:	GANGWAY PREVENTATIVE MAINTENANCE & INSPECTIONS - TECHNICIANS
PROJECT LOCATION:	MOBILE, ALABAMA CRUISE TERMINAL 201 SOUTH WATER STREET MOBILE, AL 36602
PROJECT NUMBER:	SC-022-22

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assistance to perform preventative maintenance and inspections on the Adelte Technologies gangway located at the Mobile, Alabama Cruise Terminal, as described in Section 01000, Scope of Work, and per "Proposal for Preventive Maintenance Program #BDP1806221, for the ADELTE Seaport Passenger Boarding Bridge (SPBB) I" (Exhibit A) and "Maintenance Checklist for the Mobile, Alabama Cruise Terminal," (Exhibit B), in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the work performed on a quarterly basis, subject to additions and deductions provided therein, in current funds, the Contract Sum as follows:

Year 1 – Initial Term:

Forty Six Thousand Seven Hundred Twenty and 00/100 Dollars ($46,720.00)*
***Which sum includes a $20,000.00 Continency Allowance**

Year 2 – 1st Additional Term:

Forty Eight Thousand One Hundred Seventy-Six and 00/100 Dollars ($48,176.00)*
***Which sum includes a $20,000.00 Continency Allowance**

Year 3 – 2nd Additional Term:

Forty Nine Thousand One Hundred Forty and 00/100 Dollars ($49,140.00)*
***Which sum includes a $20,000.00 Continency Allowance**

Total Contract Sum: One Hundred Forty Four Thousand Thirty Six
(Amount in Words)
& 00/100 Dollars ($144,036.00)
(Amount in #'s)

3.2 SCHEDULE OF VALUES:

Year 1 – Initial Term:	November (Adelte Visit) 2022	$6680.00
	February 2023	$6680.00
	May 2023 (Adelte Visit)	$6680.00
	August 2023	$6680.00
Year 2 - 1st Additional Term:	November (Adelete Visit) 2023	$7044.00
	February 2024	$7044.00
	May 2024 (Adelte Visit)	$7044.00
	August 2024	$7044.00

Year 3 - 2nd Additional Term: November (Adelte Visit) 2024 $7285.00

February 2025	$7285.00
May 2025 (Adelte Visit)	$7285.00
August 2025	$7285.00

HOURLY RATES: For work performed outside the basic scope of services (Base Quote), the following total rates shall apply.

A. Regular time:	Mechanical Technician Rate	$87.50 per hour.
	Technician Assistant Rate	$75.00 per hour.
	Electrical Technician Rate	$160.00 per hour.
	Technician Assistant Rate	$58.70 per hour.
	Hydraulic Technician Rate	$98.75 per hour.
	Technician Assistant Rate	$89.40 per hour.

(7a.m. to 5p.m., Monday-Friday)

B. Overtime	Mechanical Technician Rate	$117.50 per hour.
	Technician Assistant Rate	$102.50 per hour.
	Electrical Technician Rate	$160.00 per hour.
	Technician Assistant Rate	$77.85 per hour.
	Hydraulic Technician Rate	$142.40 per hour.
	Technician Assistant Rate	$123.50 per hour.

(5p.m. to 7a.m., Monday-Friday and weekends)

C. Holiday Overtime	Mechanical Technician Rate	$175.00 per hour.
	Technician Assistant Rate	$150.00 per hour.
	Electrical Technician Rate	$160.00 per hour.
	Technician Assistant Rate	$117.40 per hour.
	Hydraulic Technician Rate	$142.40 per hour.
	Technician Assistant Rate	$123.50 per hour.

(City Approved Holidays);

Response Times: Cruise Days – no greater than One (1) hour from initial contact; Non-Cruise Days - no greater than Four (4) hours from initial contact.

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

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

A. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the City, in writing, prior to ordering materials or undertakingwork.
B. Service Contractor's charges for overhead and profit are limited to 10% of labor, materials

and equipment costs on subcontractor's work; and 15% on work of his own forces.

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

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a quarterly basis for completed work as specified. Payments shall be made on a monthly basis for all emergency work and unscheduled repairs.

B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

D. Detailed and itemized invoices for all equipment rentals, materials, and hourly work performed.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed -City of Mobile, Architectural and Engineering Department, 205 Government Street , Mobile, Alabama, 36602. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of 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	10 pages
2. Bid Form, dated	5 pages
3. Specifications, dated	
Section 01000 – Scope of Work	2 pages
Exhibit A – Adelte Proposal	8 pages
Exhibit B – Checklist	20 pages
4. This Instrument (Agreement)	9 pages
5. Certificate of Insurance	3 pages
6. Addendums #1 and #2	4 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. $5,000,000 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.
3. Maritime Employers' Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of $1,000.000 each person and $1,000,000 each accident.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

E. Maritime Employers' Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of $1,000.000 each person and $1,000,000 each accident.

F. "In Rem" endorsement

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

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

1. Limit of Liability:
   $1,000,000 each occurrence bodily injury or property damage
   $2,000,000 General Aggregate Limit, on a "Per Project" Basis

I. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy

J. The Marine General Liability policy must include and endorsement to cover "Sudden and Accidental" pollution.

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

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 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: Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries,

losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

8.3 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. All work shall be in accordance with National Fire Protection Association (NFPA) Code Sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall. The Work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

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 non-discrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15) percent of the Work performed under the 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.

8.10Non-Assignemnt Clause: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

8.11 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.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE 9. Signature:

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

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

OWNER: City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

Legal Name of Party to Contract
SERVICE CONTRACTOR:
ROB'T J. BAGGETT, INCORPORATED
d/b/a ROB'T J. BAGGETT, INC.

_____
Signature

Charles D. Dicks, Jr. / President
Printed Name and Title

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles Dicks Jr **as** President **of** Rob't J. Baggett, Inc **and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.**

Sworn to and subscribed for me this 9th **day of** June, 2022.

Kristina M. Nunnally
NOTARY PUBLIC
My Commission Expires: _____

NOTARY PUBLIC
KRISTINA M. NUNNALLY
ALABAMA STATE AT LARGE

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

END OF SECTION

SECTION 01000 – SCOPE OF WORK
April 26, 2022

The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assisting the Adelte Technologies, Inc. engineers during the bi-annual preventative maintenance and inspections of the gangway, provide technical support for the quarterly preventative maintenance and inspections of the gangway, and provide technical support and repairs for emergencies and unscheduled repairs. Technical support shall include furnishing a mechanical technician, an electrical technician and a hydraulic technician, as needed, to carry out preventative maintenance servicing as coordinated and directed by the on-site Adelte engineer, by the Maintenance Checklist, and by the Service Contract Administrator.

1. The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. All workers must have a Transportation Worker Identification Credential (TWIC) badge or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at https://www.tsa.gov/for-industry/twic.

2. The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assisting the Adelte Technologies, Inc. engineers during the semi-annual (2 times per year) preventative maintenance and inspections of the gangway, per "Proposal for Preventive Maintenance Program #BDP1806221, for the ADELTE Seaport Passenger Boarding Bridge (SPBB) at the Mobile, Alabama Cruise Terminal," (Exhibit A). Technical support shall include furnishing a mechanical technician, an electrical technician, and/or a hydraulic technician, as needed, to carry out preventative maintenance servicing as coordinated and directed by the on-site Adelte engineer and as directed by the Maintenance Checklist.

3. The Service Contractor shall provide technical support for the quarterly (4 times per year) preventative maintenance and inspections of the gangway per "Maintenance Checklist for the Mobile, Alabama Cruise Terminal," (Exhibit B). Technical support shall include furnishing a mechanical technician, an electrical technician and a hydraulic technician, as needed, to carry out preventative maintenance servicing as coordinated and directed by the on-site as directed by the Maintenance Checklist. Any discrepancies found during a quarterly inspection will be presented to the Service Contract Administrator along with a fully itemized quote for repairs.

4. Service Contractor will provide technical support and/or repairs for emergency services and unscheduled work, with a response time of: on Cruise Days – no greater than One (1) after initial contact, and on Non-Cruise Days - no greater than Four (4) hours after initial contact. A fully itemized quote presented to the Service Contract Administrator along with approval is required before work may commence.

5. The Contingency allowance will provide for a mechanical technician, an electrical technician, and/or a hydraulic technician, as required, to carry out maintenance servicing and troubleshooting as coordinated and directed by an off-site ADELTE engineer and the Service Contracts Administration. If required, a hydraulic technician shall be furnished to assist in Base Bid or Allowance maintenance work. Work under this allowance shall be on an "as needed" basis, and technicians should arrive at the site no later than four (4) hours after being contacted by Service Contracts Administrator Cruise Terminal Staff. Work under the Contingency Allowance shall be billed at an hourly rate. Lifts, equipment, materials, etc. shall be furnished by the Service Contractor. Materials and equipment rental shall be paid at cost, plus 10% overhead and profit to the Service Contractor. Contingency Allowance shall be Twenty Thousand Dollars and no/cents ($20,000.00) per year during the term of this Agreement. At the end of the Service Contract, if there are allowance funds remaining, those funds will be returned to the City of Mobile via Change Order.

END OF SECTION

ADELTE

THE BOARDING COMPANY



ALABAMA CRUISE TERMINAL, MOBILE

Proposal for Preventive Maintenance Program (2022) of ADELTE SPBB

OFFER: BDP2110201

REVISION: 0

DATE: 25th October 2021

www.adelte.com

ADELTE

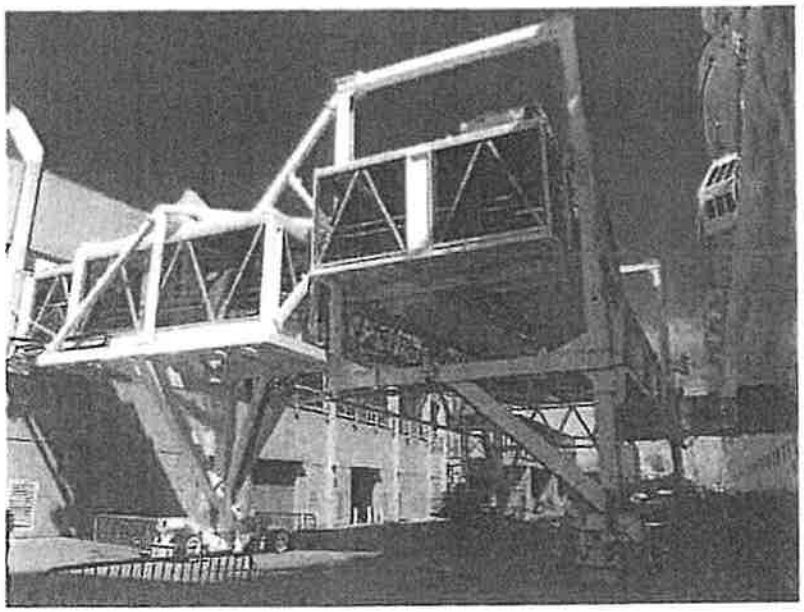
Mr. Osiel Elortegui
ozzie@cityofmobile.org
City of Mobile
Mobile, Alabama 36633
USA

Barcelona, 25th October 2021

SUBJECT: **Proposal for a Preventive Maintenance Program (2022) of the ADELTE Seaport Passenger Boarding Bridge at Alabama Cruise Terminal**

Dear Osiel,

Following our continuous relationship, we are pleased to provide you this proposal for a Preventive Maintenance Program, in order to have the SPBB installed at Alabama Cruise Terminal well maintained, to prevent and avoid damages and prolong its life-cycle.



Seaport Passenger Boarding Bridge HYDRA MS1 at Alabama Cruise Terminal

1 INTRODUCTION

ADELTE, as a world leading designer, manufacturer and operator of Passenger Boarding Bridges (PBBs), offers its clients the whole scope of services for Seaports, and also Airports. From basic preventive maintenance programs to full-coverage services contracts which include preventive tasks, corrective works, spare parts inventory and storage, on-call and emergency service.

The preventive Maintenance Program is created personally for each client, studying their needs to decide how many visits per year are recommended, how long should them last.

This **Preventive Maintenance Program** consists of two (2) visits in a year of one (1) ADELTE Global Services Engineer and one (1) ADELTE technician who will carry out a full Technical Inspection of the SPBB and who will supervise the preventive maintenance tasks carried out by two local technicians – arranged by Alabama Cruise Terminal – to ensure the correct functioning of the SPBB.

The benefits of our Preventive Maintenance Program are as follows:



- The inspections are performed by an ADELTE high qualified expert, thus by the OEM of the Seaport Passenger Boarding Bridges.
- You will receive technical reports, electrical measures tracking and maintenance recommendations.
- You will be reported of any safety hazard or possible environmental quality problems.
- You will know if our prescribed "Preventive Maintenance Program" is being properly carried out, according to our quality standards and the Operations and Maintenance Manual procedures and schedule.
- Predictive Maintenance: Helps to detect SPBB failures before they occur. ADELTE advises on corrective measures early enough to avoid costly downtimes.
- Long-term care: extend the SPBB lifespan through scheduled predictive works and upgrades.

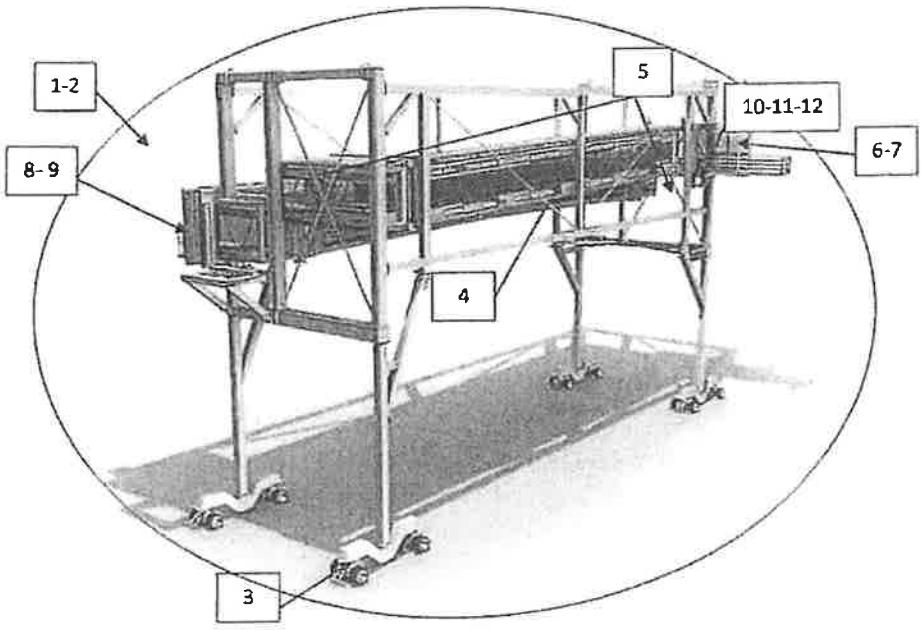
2 SCOPE OF WORKS

2.1 MAINTENANCE PROGRAM

As mentioned earlier, the recommended Preventive Maintenance Program consists of two annual visits of an ADELTE Global Services Engineer and an ADELTE expert technician who will inspect the SPBB and do the recommended preventive works during two days per visit.

The ADELTE Global Services Project Manager will perform a complete technical inspection of the SPBB according to the recommended Preventive Maintenance Program, and this will also be in cooperation with the earlier mentioned local technicians (or maintenance staff of the Cruise Terminal) The scope of work includes, but is not limited to, inspecting, checking and testing of the mechanical, electrical and hydraulic equipment of the SPBB.

- SPBB general visual aspects (1/2)
- Traction System (3)
- Tunnels (4)
- Elevation Gantries (5)
- Cabin (6)
- Automatic Mode (7)
- Building Connection (8)
- Power Supply (9)
- Hydraulic System (10)
- Services (11)
- Human Machine Interface – HMI (12)



1. SPBB General Visual Aspects

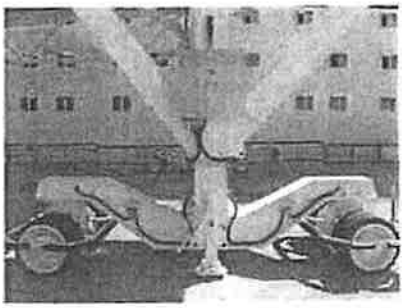
2. Detection of Paint Damage and Corrosion

- Structural inspection
- Structure joints adjustment
- Corrosion (external and internal zones)
- Flooring



3. Traction System

- Movements. Check correct functioning
- Check motors/brakes
- Limit Switches for movements. Adjust and check correct functioning
- Check motors consumptions
- Check motors and gearboxes oil level
- Lubrication



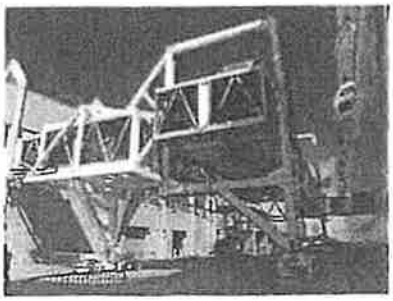
4. Tunnels

- Movements. Check correct functioning
- Limit Switches for movements. Adjust and check correct functioning
- Check tunnels synchronism
- Lubrication



5. Elevation Gantry

- Movements. Check correct functioning
- Inspect gantry movement guides
- Check motors/brakes
- Limit Switches for movements. Adjust and check correct functioning
- Check motors consumptions
- Check motors and gearboxes oil level
- Lubrication



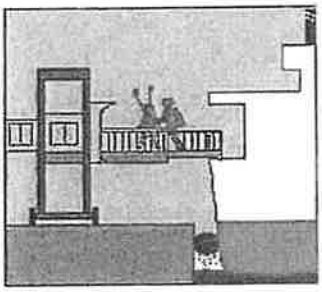
6. Cabin

- Movements. Check correct functioning
- Inspect hydraulic cylinders, lines and connections. Tighten and leaking connections
- Check guide mechanisms
- Limit Switches for movements. Check correct functioning
- Lubrication



7. Automatic Mode

- Manually check correct functioning
- Check sensors



8. Building Connection

- Check status of lateral shutters
- Check guide mechanisms
- Check hydraulic elements
- Lubrication

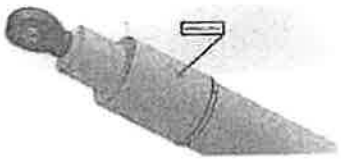


9. Power Supply

- Check main enclosure
- Check main protection adjustment
- Electrical measures



10. Hydraulic System



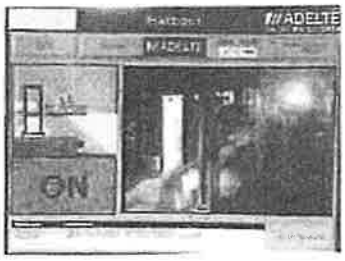
- Check pressure, flow and speed
- Cylinders articulations and joints inspection
- Oil level

11. Services



- Interior and exterior lights. Check correct functioning
- Emergency lights. Check correct functioning
- Sockets. Check correct functioning and voltage
- Handrails inspection
- Tunnel and walkway rubber water tightness
- Emergency stops. Check correct functioning

12. Human Machine Interface



- Check configuration
- Check command and signaling correct functioning
- Software and PLC control verification

Issued documentation

After each visit, ADELTE will provide the following technical documentation:

- **Maintenance Checklist (to be filled during the PM works)**
- **Electrical measurements**
- **Resistance and insulation test**
- **Technical report**, with all the observations, comments, test, analysis and conclusions coming up from the visit:
  - General state of SPBB
  - Electrical Conduction

- Electric Generator
- Electric Cabinets and Boxes
- Control Panel
- General Services
- AC System
- Traction Bogie
- Electromechanical Gantries
- Active Cabin
- Building connection
- Ramps for People with Reduced Mobility
- Electric measurements

- **Photographic report**

In order to correctly check the maintenance program carried to the machine, it would be good to have the inspection reports of each of the maintenance tasks done during the year. This information should be provided to the engineer on site or previous to the annual inspection visit.

In this report all the necessary corrective works to be carried to make the SPBB fully operational will be identified.

2.2 ASSISTANCE 24/7

The 24/7 assistance service contract will allow Mobile Port to call at any time during the week (24h per day, 7 days per week), and an ADELTE global service engineer will respond and give the desired remote assistance in order to help solving an issue or making a diagnosis.

ADELTE will provide a cell phone number in order to benefit from remote assistance whenever it will be required, during 24h a day and 7 days a week. The cell phone number will be redirected to different experienced Electro-mechanical Engineers of ADELTE's Global Services department.

3 PRICE, TERMS AND CONDITIONS

3.1 PRICE FOR THE PREVENTIVE MAINTENANCE

The price for Supervision for Preventive Maintenance for one (1) year (2022) is:

Above prices include the following:

- Labour costs for one (1) ADELTE Services Project Manager and one (1) ADELTE technician (for 2 annual visits). Due to ADELTE internal and safety regulations these visits should be performed by at least two workers.
- Travel hours and travel expenses for the ADELTE Service project manager.
- Business Registration Mobile, Alabama (2022)

Exhibit B – Checklist

ADELTE
THE BOARDING COMPANY

CHECKING LIST

PREVENTIVE MAINTENANCE

MOBILE ALABAMA CRUISE TERMINAL

HYDRA MS1

www.adelte.com

PREVENTIVE MAINTENANCE PROGRAM
PASSENGERS BOARDING BRIDGE

CLIENT DATA

PLACE	MOBILE ALABAMA CRUISE TERMNAL
CLIENT	THE CITY OF MOBILE

EQUIPMENT DATA

EQUIPMENT	PASSENGER BOARDING BRIDGES.
MODEL	HYDRA
TYPE	MS1
SERIAL NUMBER	090301
YEAR MANUFACTURING	2009
DESIGNATION	HYDRA MS1

CHECKING DATA

TYPE	☐ MONTHLY ☐ QUARTERLY ☒ SEMIANNUAL ☐ ANNUAL
DATE	MAY 8-10 2018
RESPONSIBLE	ALEX SIVILA
COMPANY	ADELTE
INTERVENTION NOTE	

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.:	MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508

1 INTRODUCTION

1.1 Purpose of the document

The purpose of this document is to list all inspection points relating to preventive maintenance for passenger boarding bridges.

⚠ **Do not make changes of the procedure**, for any clarification or query, contact our technical department.

1.2 Instructions

The execution of the protocol by the maintenance company should be performed in the following way:

1st - Coordinate the start of the tests with the responsible of the installation.
2nd - Accomplish all tests in the checklist.
3rd - Give a checklist signed and stamped of each equipment to the responsible of the installation.

It should complete all those items listed in the program according the checking period and taking into account the following table:

INTERVENTION	1	3	6	12	MONTHS	TIME
Monthly						1
Quarterly						8
Semiannual						18
Annual						24
OTHER PERIODE						h

It should be written in the checkbox of each inspection point the status found after its completion and according to the following nomenclature:

- ✔: Tested and functioning correctly.
- ✘: Out of service.
- PD: Could not test or anomaly detected and not solved but does not affect the functionality.
- NA: Not apply at this intervention.
- NP: Not proceed to this equipment.

1.3 Type of interventions

Certain inspection points are marked with a notation that determines the type of operation to be done according to the following table:

ID.	INTERVENTIÓN	PRODUCT	TOOL	NOTE
E1	Lubricate bearings.	TOTAL MULTIS COMPLEX EP2	Grease pump	
E2	Lubricate balls nut.	TOTAL CERAN AD PLUS	Grease pump	
E3	Lubricate ball screw.	TOTAL CERAN AD PLUS	Paintbrush	
E4	Lubricate indoor guide rails.	LUBRITERM AL	Spray	(1)
E5	Lubricate gears and chains	CRC GWIRELUB	Spray	
L1	Lubricate hinge drives.	WD-40	Spray	(1)
L2	Lubricate mechanical drive limit switch.	HIDROREPELENTE CRC 3-36	Spray	(1)
S1	Replace gearbox oil.	ISO-220	-	(2)
S2	Replace hydraulic oil.	BIOVESTA HM-46	-	
	Paint repair.	HEMPADUR MASTIC	Roller	(2)
T1	Mechanic adjustments.	-	-	(2)
T2	Electric measurements.	-	Multimeter + Megger	
T3	Hydraulic measurements.	-	Pressure gauge	
x 2	Repeat 2 times the same point.	-	-	

(1) Do only if necessary after cleaning the dirt.

(2) Follow the manufacturer specifications described in the maintenance manual.

1.4 Sign criteria

The signs +/- that appear in some descriptions of the documentation should be understood as:

a) Up (+ or P) / down (- or N) for elevation movements.

b) Forward (+ or P) / backward (- o N) for approaching movements.

c) Right (+ or P) / left (- or N) for lateral movements.

1.5 Health and safety at work

The following is a list of recommendations to follow in health and safety, during different maintenance tasks.

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

Follow the specific safety plans in the workplace you are.

- ✓ Maintenance tasks must be done by trained and qualified technicians who meet the rules and regulations regarding health and safety.
- ✓ Follow all the instructions indicated in the operational and maintenance manual of the equipment.
- ✓ Caution when seeing these adhesives on the equipment.



- ✓ The equipment must be out of service during the development of maintenance intervention.
- ✓ In the maintenance of an element that can move and cause an operator trapping, or while working with an electrically powered element, it is necessary to disconnect the equipment power supply by switch off:
  - Equipment main protection.
  - Electrical conduction protection (busbar guide or cable reel)
  - Power generator isolator.
  - UPS protection.
- ✓ Use of individual protection such of helmets, masks, harnesses, gloves, etc according to the labor to be done such as:



Reflective vest.



Safety shoes.



Safety helmet.



Protective gloves according to the work to be done.



Goggles or protective screen according to the work to be done.



Safety harness for working at height (man-lift).

- ✓ Use of collective protections such of barriers, reflective signals, cable anchors, work platforms, fire extinguishers, etc according to the labors to be done and the number of workers on side.

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

2 PPS 001 - GENERAL

Test date:	Comments:
MAY 8-10 2018	Floor is broken. Canopy is broken.

2.1 Outside zone

P-1	General visual inspection of the outside.	1	✓
P-2	Check status of the paint and possible rust spots (repaint if necessary).	3	✓
P-3	Check status of roof cover, leaking and water stagnation.	3	✓
P-4	Check status of the tunnel shafts (rust and fixation).	3	✓
P-5	Check general status of the structure (plates adjustment).	12	✓
P-6	Check status of weld in the structural elements (joins).	12	✓
P-7	Check tightness of the bolts (1 bolt per plate if necessary and mark its position).	24	✓
P-8	Clean outside zone.	24	✓

2.2 Inside zone

P-9	General visual inspection of the inside.	1	✓
P-10	Check status of the joining bellows (fabric, seams y nylon guides).	3	✓
P-11	Check status of the glasses (fixations, deterioration of the sealing and joins).	3	✓
P-12	Check status of the flooring (detached areas and wear).	3	PD
P-13	Check status of the dropped ceiling (damages, unhung parts, and moisture signals).	3	✓
P-14	Check status of the handrails (loose parts, spots and rust).	3	✓
P-15	Check status of the hinges and the bolts tightness of the intermediate ramps.	3	✓
P-16	Check water inlets (signs of dried leaks).	3	PD

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

3 PPS 010 - ELECTRICAL CONDUCTION (BUSBAR)

Test date:	Comments:
MAY 8-10 2018	NP: This PBB is powered by electrical cord + receptacles. Bothe the electrical cord and the receptacles are in good condition and were operated successfully.

Risk of electric shock!
The machine electric supply must be disconnected before start any electric maintenance work.

P-17	General visual inspection.		1	
P-18	System operation test (minimum of ±2 m).		3	
P-19	Check main protection adjustment ($I_{NOMINAL}$ =..... A y $I_{DIFERENCIAL}$ =..... mA)		3	
P-20	Check possible rust spots.		3	
P-21	Check status of the trolley connection cable.		3	
P-22	Disconnect the busbar electric supply.		6	
P-23	Lubricate joints (springs).	L2	6	
P-24	Remove one conduction section in order to extract the trolley.		6	
P-25	Check status of the copper contacts wear (see datasheet).		6	
P-26	Check status of the guide wheels wear (see datasheet).		6	
P-27	Check conduction bars (misalignments, external damages, supports and fixations).		12	
P-28	Check status of the expansion joints.		12	
P-29	Complete system operation test (without limitations in the path).		12	
P-30	Take measurements of the groove width in the conduction bars (see datasheet).		12	
P-31	Take electric measurements at the output terminals (steady voltage).		12	
P-32	Clean conduction bars using the cleaning trolley with brushes (in case necessary).		(1)	

(1) The interval between interventions and the time intended for cleaning depends on type and length (meters) of the conduction installed at the port.

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

4 PPS 011 - ELECTRIC GENERATOR

Test date:	Comments:
MAY 8-10 2018	Battery DC charging is not working.

P-33	General visual inspection.		1	✓
P-34	Status of the informative posters and the visual signaling.		1	✓
P-35	Status of the door locks.		1	✓
P-36	System operation no-load test (absence of friction or abnormal noise).		1	✓
P-37	System operation with load test (all movements).		3	✓
P-38	Check ventilation and heating.		3	✓
P-39	Check operation of the control panel.		3	✓
P-40	Check correct battery DC charging (isolate main power supply).		3	X
P-41	Check operation of the emergency buttons (reset the emergency line).	x 2	3	PD
P-42	Check status of the paint and possible rust spots (repaint if necessary).		3	✓
P-43	Check status of the belt (tight and alignment).		3	NA
P-44	Check status of the bearings.		3	NA
P-45	Check status of the fixations (silent blocks).		3	NA
P-46	Check waterproofing (sealing).		3	NA
P-47	Check electrical cabinet of the equipment.		6	NA
P-48	Take electric measurements at output terminals, gauges and meters at control panel.		6	NA
P-49	Check liquids level or replace if necessary (water, oil and refrigerant).		6	✓
P-50	Clean filters or replace if necessary (air, oil, and diesel).		6	NA
P-51	Lubricate articulations (hinges).		6	NA
P-52	Check exhausts connections (tight if necessary).		12	NA
P-53	Check electrical connections (tight if necessary).		12	NA
P-54	Clean all battery cap vents.		12	NA
P-55	Clean inside of the equipment.		12	NA

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

5 PPS 020 - ELECTRIC CABINETS AND BOXES

Test date:	Comments:
MAY 8-10 2018	Some labels are erased by sun. Thermostat doesn't rotate. Dirty cabinets with random stuff. Dirty filters.

			A01A	A01B
P-56	General visual inspection.	1	✓	✓
P-57	Status of the informative posters and the visual signaling.	1	✗	✗
P-58	Status of the technical drawings inside the cabinet.	1	✓	✓
P-59	Status of the door locks.	1	✓	✓
P-60	Check operation of the internal lighting.	3	✓	✓
P-61	Check operation of the socket.	3	✓	✓
P-62	Check operation of the fan thermostat adjusted at 25°C.	3	✓	✗
P-63	Check operation of the heater thermostat adjusted at 5°C.	3	✓	✓
P-64	Check adjustment and tripping out of the differential protection.	3	✓	✓
P-65	Clean inside of the cabinet (vacuum).	3	✓	✓
P-66	Clean filters or replace if necessary.	3	✗	✗
P-67	Check waterproofing (sealing).	3	✓	✓
P-68	Lubricate articulations (hinges).	6	✓	✓
P-69	Check fixations.	6	✓	✓
P-70	Check wiring and equipment labels (without any modification).	12	✓	✓
P-71	Check hearth connection.	12	✓	✓
P-72	Check electric protections and relays.	12	✓	✓
P-73	Check correct connection (tighten terminal).	12	✓	✓
P-74	Take thermographic measurements (without hot spots at working T°).	12	✓	✓

P-75	Check all electric connection boxes (tighten terminal, sealing and cable labels).	3	✓

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.:	MOBILE PREVENTIVE MAINTENANCE PROGRAM_20160508

6 PPS 030 - CONTROL PANEL

Test date:	Comments:
MAY 8-10 2018	Some of the buttons labels are becoming difficult to read. Will be monitoring and they may need to be replaced.

P-76	General visual inspection.		1	✓
P-77	Status of the informative posters and the visual signaling.		1	✓
P-78	Check operation of the HMI, keys, pushbuttons, selectors, pilot lights and buzzer.		1	✓
P-79	Check operation of the remote control RC.		1	✓
P-80	Check operation of the moving lights.		1	✓
P-81	Check operation of the external acoustic signaling.		1	✓
P-82	Check operation of the emergency buttons (reset the emergency line).	x 2	1	✓
P-83	Operation test with guided movements from the HMI.		3	✓
P-84	Check operation of the bypass key for the safety limit switches.		3	✓
P-85	Check historical of messages and alarms.		3	✓
P-86	Check maintenance hour counter (reset).		3	✓
P-87	Check software version installed.		6	✓
P-88	Clean panel.		12	✓

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

7 PPS 090 - GENERAL SERVICES

Test date:	Comments:
MAY 8-10 2018	ACs are too small to cool all. Need bigger ones.

P-89	General visual inspection.	1	✓
P-90	Check operation of the internal lighting.	1	✓
P-91	Check operation of the emergency lighting.	1	✓
P-92	Check operation of the external lighting.	1	✓
P-93	Check operation of the service ladder lighting.	1	NP
P-94	Check operation of the internal light switch.	1	✓
P-95	Check operation of the external light switch.	1	NP
P-96	Check operation of the service ladder light switch.	1	NP
P-97	Check operation of the motion sensors.	3	NP
P-98	Check operation of the dusk sensor.	3	NP
P-99	Check internal socket voltage.	3	✓
P-100	Check external socket voltage.	3	NP
P-101	Check status of the CCTV (support, housing, wires, glass cleaning, heater)	3	NP
P-102	Check operation of the CCTV (monitor shows sharp image).	3	NP
P-103	Check operation PA system (green emergency pushbutton)	3	NP

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

8 PPS 095 - AC SYSTEM ROOFTOP

Test date:	Comments:
MAY 8-10 2018	Dirty filters.

P-104	General visual inspection.		1	✓
P-105	Operation test of cold (absence of friction or abnormal noise).		1	✓
P-106	Operation test of heat (absence of friction or abnormal noise).		1	✓
P-107	Status of the informative posters and the visual signaling.		3	✓
P-108	Check operation of the control panel (thermostat).		3	✓
P-109	Check operation of the emergency buttons (reset the emergency line).	x 2	3	✓
P-110	Check fixations of the compressor and fans.		3	✓
P-111	Clean filters or replace if necessary.		3	✗
P-112	Clean condensates plate and check status of the pump.		3	✓
P-113	Lubricate articulations (hinges).		3	NP
P-114	Check status of the belt (tight and alignment).		3	NP
P-115	Check status of the fan blades.		3	✓
P-116	Check status of the condenser coils and evaporators (dirt and rust).		3	✓
P-117	Check status of the internal ducts and impulsion/aspiration grids (without inside noise).		3	✓
P-118	Check status of the fixations (silent blocks).		3	✓
P-119	Check status of the thermal insulation.		3	✓
P-120	Check waterproofing (sealing).		3	✓
P-121	Check external connections impulsion/aspiration (without air leak).		3	✓
P-122	Check status of the paint and possible rust spots (repaint if necessary).		3	✓
P-123	Check operation of the condensation drain.		6	✓
P-124	Check electrical cabinet of the equipment (protections, terminals and dirt).		6	✓
P-125	Take measurements of the external conditions (temperature and humidity).		6	NA
P-126	Take measurements of the air flow (impulsion/aspiration at different points).		6	NA
P-127	Take measurements of the temperature (impulsion/aspiration at different points).		6	NA
P-128	Clean condenser coils and evaporators.		12	NA

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

9 PPS 110 - TRACTION BOGIE

Test date:	Comments:
MAY 8-10 2018	Some bumpers are broken.

P-129	General visual inspection.		1	✓
P-130	Status of the informative posters and the visual signaling.		1	✓
P-131	System operation test (absence of friction or abnormal noise).		1	✓
P-132	Operation test of the sensors and operational limit switches.		3	NP
P-133	Operation test of the sensors and security limit switches.		3	NP
P-134	Check motor and gearbox (oil breather and signs of leaking).		3	✓
P-135	Check operation of the motor brake.		3	✓
P-136	Check status of the tires and bumpers.		3	✓
P-137	Check status of the outriggers.		3	✓
P-138	Check status of the rails.		3	NP
P-139	Remove previously lubricant excess and clean dirt (if necessary).		3	✓
P-140	Lubricate rotation crown bearing.	E1	3	✓
P-141	Lubricate tilting shafts (introduce oil between shaft and spile).	L1	3	✓
P-142	Lubricate mechanical parts of the limit switches.	L2	6	NP
P-143	Check motor connection box (sealing, rust, cable glands and terminals).	L2	6	✓
P-144	Lubricate outriggers.	E1	6	NA
P-145	Reach operational limit switches (+) and (-) check movement is stopped.	x 2	6	NP
P-146	Reach security limit switches (+) and (-) check the emergency line is tripped (reset).	x 2	6	NP
P-147	Check level and quality of the gearboxes oil.		12	✓
P-148	Check brake linings wear and gauge (annotate the measurement).	T1	12	NA
P-149	Check inverters parameters.		12	NA
P-150	Take electric measurements (see corresponding chapter).	T2	12	NA
P-151	Check tightness of the wheels bolts (1 bolt per plate if necessary and mark its position).		24	NA
P-152	Replace gearboxes oil.	S1	24	NA

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

10 PPS 210 - ELECTROMECHANICAL GANTRY 1

Test date:	Comments:
MAY 8-10 2018	Cables are to wavy.

P-153	General visual inspection.		1	✓
P-154	System operation test (absence of friction or abnormal noise).		1	✓
P-155	Operation test of the sensors and operational limit switches.		3	✓
P-156	Operation test of the sensors and security limit switches.		3	✓
P-157	Check guide elements (nylon pads alignment and wear).		3	✓
P-158	Check motor and gearbox (oil breather and signs of leaking).		3	✓
P-159	Check operation of the motor brake.		3	✓
P-160	Check drive shaft (fixation of the coupling and vibrations)		3	✓
P-161	Check status of the cable drag chain.		3	✗
P-162	Remove previously lubricant excess and clean dirt (if necessary).		3	✓
P-163	Lubricate upper bearing of the ballscrew.	E1	3	✓
P-164	Lubricate bearing situated at the ballscrew coupling shaft with gearbox.	E1	3	✓
P-165	Lubricate the ballscrew coupling (top/bottom).	E1	3	✓
P-166	Lubricate balls nut.	E2	3	✓
P-167	Lubricate mechanical parts of the limit switches.	L2	6	✓
P-168	Check motor connection box (sealing, rust, cable glands and terminals).	L2	6	✓
P-169	Reach operational limit switches (+) and (-) check movement is stopped.	x 2	6	✓
P-170	Reach security limit switches (+) and (-) check the emergency line is tripped (reset).	x 2	6	✓
P-171	Lubricate nylon pads at the interior faces of the gantry columns (move along the stroke).	E4	6	✓
P-172	Lubricate ballscrew removing the old grease and checking the bites at rolling track.	E3	12	NA
P-173	Check level and quality of the gearboxes oil.		12	NA
P-174	Check brake linings wear and gauge (annotate the measurement).	T1	12	NA
P-175	Disconnect QFM2xA y QFM2xB protections, and force KM2xP and KM2xA to check the brakes open and the gantry goes down by its own weight (connect protections).		12	NA
P-176	Take electric measurements (see corresponding chapter).	T2	12	✓
P-177	Replace gearboxes oil.	S1	24	NA

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

11 PPS 220 - ELECTROMECHANICAL GANTRY 2

Test date: MAY 8-10 2018	Comments:

P-178	General visual inspection.		1	✓
P-179	System operation test (absence of friction or abnormal noise).		1	✓
P-180	Operation test of the sensors and operational limit switches.		3	✓
P-181	Operation test of the sensors and security limit switches.		3	✓
P-182	Check guide elements (nylon pads alignment and wear).		3	✓
P-183	Check motor and gearbox (oil breather and signs of leaking).		3	✓
P-184	Check operation of the motor brake.		3	✓
P-185	Check drive shaft (fixation of the coupling and vibrations)		3	✓
P-186	Check status of the cable drag chain.		3	✓
P-187	Remove previously lubricant excess and clean dirt (if necessary).		3	✓
P-188	Lubricate upper bearing of the ballscrew.	E1	3	✓
P-189	Lubricate bearing situated at the ballscrew coupling shaft with gearbox.	E1	3	✓
P-190	Lubricate the ballscrew coupling (top/bottom).	E1	3	✓
P-191	Lubricate balls nut.	E2	3	✓
P-192	Lubricate mechanical parts of the limit switches.	L2	6	✓
P-193	Check motor connection box (sealing, rust, cable glands and terminals).	L2	6	✓
P-194	Reach operational limit switches (+) and (-) check movement is stopped.	x 2	6	✓
P-195	Reach security limit switches (+) and (-) check the emergency line is tripped (reset).	x 2	6	✓
P-196	Lubricate nylon pads at the interior faces of the gantry columns (move along the stroke).	E4	6	✓
P-197	Lubricate ballscrew removing the old grease and checking the bites at rolling track.	E3	12	NA
P-198	Check level and quality of the gearboxes oil.		12	NA
P-199	Check brake linings wear and gauge (annotate the measurement).	T1	12	NA
P-200	Disconnect QFM2xA y QFM2xB protections, and force KM2xP and KM2xA to check the brakes open and the gantry goes down by its own weight (connect protections).		12	NA
P-201	Take electric measurements (see corresponding chapter).	T2	12	✓

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
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P-202	Replace gearboxes oil.		S1 24	NA

12 PPS 300 - ACTIVE CABIN

Test date:	Comments:
MAY 8-10 2018	

P-203	General visual inspection.		1	✓
P-204	Status of the Informative posters and the visual signaling.		1	✓
P-205	System operation test (absence of friction or abnormal noise).		1	✓
P-206	Operation test of the sensors and operational limit switches.		1	✓
P-207	Operation test of the undocking system (door, electromagnet and beacon).		1	NP
P-208	Check hydraulic installation (see corresponding chapter).		1	✓
P-209	Reach operational limit switches (+) and (-) check movement is stopped.	x 2	3	✓
P-210	Check guide elements (alignment and wear).		3	✓
P-211	Check tightness of the bolts shafts (if necessary).		3	✓
P-212	Check motor and gearbox (oil breather and signs of leaking).		3	NP
P-213	Check operation of the motor brake.		3	NP
P-214	Check status of the chain at extension bodies (tight and alignment).		3	✓
P-215	Check status of the cable drag chain.		3	✓
P-216	Check status of the brushes and rubber seals.		3	✓
P-217	Check polycarbonate cover (leaks and water stagnation).		3	✓
P-218	Remove previously lubricant excess and clean dirt (if necessary).		3	✓
P-219	Lubricate bearings at extension bodies.	E1	3	✓
P-220	Lubricate articulation joints at hydraulic cylinders.	E1	3	✓
P-221	Lubricate traction group at extension bodies (chain and sprockets).	E5	3	✓
P-222	Lubricate rollers at docking ramp.		3	✓
P-223	Lubricate rotation shaft at docking ramp (introduce oil between shaft and spile).		3	✓
P-224	Lubricate shafts between fix and tilting bodies (introduce oil between shaft and spile).		3	✓
P-225	Lubricate shafts at hydraulic cylinders (introduce oil between shaft and spile).		3	✓

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
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P-226	Lubricate hinges and springs at docking doors.		3	✓
P-227	Lubricate shock absorbers at docking canopy.		3	✓
P-228	Lubricate mechanical parts of the limit switches.	L2	6	✓
P-229	Check motor connection box (sealing, rust, cable glands and terminals).	L2	6	✓
P-230	Lubricate guide channels at extension bodies (move along the stroke).	E4	6	✓
P-231	Lubricate guide channels at docking canopy (move along the stroke).	E4	6	✓
P-232	Check level and quality of the gearboxes oil.		12	NA
P-233	Check brake linings wear and gauge (annotate the measurement).	T1	12	NA
P-234	Check motor starter adjustments (annotate the measurement).		12	NA
P-235	Take electric measurements (see corresponding chapter).	T2	12	✓
P-236	Take hydraulic measurements (see corresponding chapter).	T3	12	NA
P-237	Replace gearboxes oil.	S1	24	NA

13 PPS 500 - BUILDING CONNECTION

Test date:	Comments:
MAY 8-10 2018	The South mechanical actuator of the building ramp was not working. It is repaired. We recommend to never leaving it in an extreme position but in an intermediate position so the first movement can be both up or down.

P-238	General visual inspection.			1	✓
P-239	System operation test (absence of friction or abnormal noise).			1	✓
P-240	Operation test of the sensors and operational limit switches.			1	✓
P-241	Reach operational limit switches (+) and (-) check movement is stopped.		x 2	3	✓
P-242	Check guide elements (alignment and wear).			3	✓
P-243	Check motor and gearbox (oil breather and signs of leaking).			3	✓
P-244	Check operation of the motor brake.			3	✓
P-245	Check status of the couplings (fixation and vibration)			3	✓
P-246	Check status of the building contact rubbers.			3	✓
P-247	Remove previously lubricant excess and clean dirt (if necessary).			3	✓
P-248	Lubricate bearings at extension bodies.	E1		3	✓
P-249	Lubricate articulation joints at linear actuators.	E1		3	✓

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
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P-250	Lubricate shafts at tilting ramp (introduce oil between shaft and spile).		3 ✓
P-251	Lubricate shafts at linear actuators.		3 ✓
P-252	Lubricate hinges and joints at service door.		3 ✓
P-253	Lubricate access handrail joints.		3 ✓
P-254	Check motor connection box (sealing, rust, cable glands and terminals).	L2	6 ✓
P-255	Lubricate guide channels at extension bodies (move along the stroke).	E3	6 ✓
P-256	Check level and quality of the gearboxes oil.		12 NA
P-257	Check brake linings wear and gauge (annotate the measurement).	T1	12 NA
P-258	Take electric measurements (see corresponding chapter).	T2	12 ✓
P-259	Replace gearboxes oil.	S1	24 NA

14 PPS 600 - HYDRAULIC INSTALATION

Test date:	Comments:
MAY 8-10 2018	

P-260	General visual inspection.		1 ✓
P-261	Status of the informative posters and the visual signaling.		1 ✓
P-262	Status of the technical drawings inside the cabinet.		1 ✓
P-263	Status of the door locks.		1 ✓
P-264	System operation test (absence of friction or abnormal noise).		1 ✓
P-265	Emergency system operation test (manual pump).		1 ✓
P-266	Check status of the valve caps and adjustments bolts fastened.		3 ✓
P-267	Check status of the pipes, hoses, fittings (rust, leaks and cracks).		3 ✓
P-268	Check status of the cylinder rod coating (biting).		3 ✓
P-269	Check status of the fixations (silent blocks).		3 ✓
P-270	Check operation of the internal lighting.		3 ✓
P-271	Check oil level (minimum retraction and maximum extension).		3 ✓
P-272	Lubricate articulations (hinges).		6 ✓
P-273	Check cylinders have air inside and purge if necessary (movement without damping).		6 ✓

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
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P-274	Check cylinders internal leakage (no displacement while the rod is stopped).		6	✓
P-275	Check precharge pressure in gas accumulators and recharge if necessary.		6	NP
P-276	Clean filters or replace if necessary (suction and return).		12	✓
P-277	Check house and valve labels (without any modification).		12	✓
P-278	Check wiring and equipment labels (without any modification).		12	✓
P-279	Check tightness of the pipe fastenings.		12	✓
P-280	Take thermographic measurements (absence of hot spots at working temperature).		12	NA
P-281	Take electric measurements (see corresponding chapter).	T2	12	NA
P-282	Take hydraulic measurements (see corresponding chapter).	T3	12	NA
P-283	Replace gearboxes oil or take sample and analyze.	S2	24	NA

15 PPS 800 - HANDICAPPED RAMPS

Test date:	Comments:
MAY 8-10 2018	

P-284	General visual inspection.		1	✓
P-285	System operation test (absence of friction or abnormal noise).		1	✓
P-286	Operation test of the inclinometer.		1	✓
P-287	Operation test of the sensors and internal limit switches.		1	✓
P-288	Check guiding elements		3	✓
P-289	Check motor connection box (sealing, rust, cable glands and terminals).		3	✓
P-290	Remove previously lubricant excess and clean dirt (if necessary).		3	✓
P-291	Lubricate articulation joints at linear actuators.	E1	3	✓
P-292	Lubricate shafts at tilting ramp (introduce oil between shaft and spile).		3	✓
P-293	Lubricate shafts at linear actuators.		3	✓

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
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16 PPS 900 - ELECTRIC MEASUREMENTS

Test date:	Comments:
MAY 8-10 2018	

Risk of electric shock!
The machine electric supply must be disconnected before start any electric maintenance work.

✓ Take the following measurements on each electric motor and once the other motor checking is complete.

✓ At motors controlled by inverter take the consumer data directly on the drive, and for the rest use ampere clamp.

Measurement tool data.

Tool:	Measurement:	Unit scale:	Prove voltage:
Megger	Insulation	2200 MΩ	1000 Vdc
Tester	Resistance	Ω	

16.1 Current and voltage table

POS	Motor data	Voltage measurement V						
		Motor rotate (+) direction			Motor rotate (-) direction			Brake
		U_1	V_1	W_1	U_1	V_1	W_1	Red
1	M21A	11.9	11.5	11	8.3	8.5	8.7	
2	M21B	10.1	10.5	10.7	8.5	8.3	8.6	
3	M22A	6.5	7	6.8	4.7	5	5.2	
4	M22B	6	5.9	6.3	4.4	4.8	5	
5	M61A							
6	M33							
7	M52							
8	M53							
9								
10								

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: GANGWAY PREVENTATIVE MAINTENANCE & INSPECTIONS - TECHNICIANS

PROJECT LOCATION: MOBILE, ALABAMA CRUISE TERMINAL

PROJECT NO.: SC-022-22

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated April 26, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: ROB'T J. BAGGETT, INC.

ADDRESS: 759 HOLCOMBE AVE., MOBILE, AL 36606 **PHONE** 251-473-3290

CITY OF MOBILE BUSINESS LICENSE NUMBER: 36051

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

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

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

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assistance to perform preventative maintenance and inspections on the Adelte Technologies gangway located at the Mobile, Alabama Cruise Terminal, per "Proposal for Preventive Maintenance Program #BDP1806221, for the ADELTE Seaport Passenger Boarding Bridge (SPBB) 1," (Exhibit A) and "Maintenance Checklist for the Mobile, Alabama Cruise Terminal," (Exhibit B). On the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The

initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Service Contractor shall provide an itemized proposal including same for all Work.

A. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the City, in writing, prior to ordering materials or undertakingwork.
B. Service Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of his own forces.
C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the City in the form of a Change Order.

BASE BID

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

Year 1 – Initial Term:	$	26,720 .00
Contingency Allowance:	$	20,000.00
Total Year 1:	$	46,720 .00
Year 2 - 1st Additional Term:	$	28,176 .00
Contingency Allowance:	$	20,000.00
Total Year 2:	$	48,176 .00
Year 3 - 2nd Additional Term:	$	29,140 .00
Contingency Allowance:	$	20,000.00
Total Year 3:	$	49,140 .00

Total Bid Amount (Year 1, 2, and 3 Total): One Hundred Forty Four Thousand
(Amount in Words)
Thirty Six & 00/100 Dollars ($ 144,036 .00)
(Amount in #'s)

SCHEDULE OF VALUES:

Year 1 – Initial Term:	November (Adelte Visit) 2022	$ 6,680 .00
	February 2023	$ 6,680 .00
	May 2023 (Adelte Visit)	$ 6,680 .00
	August 2023	$ 6,680 .00

Year 2 - 1st Additional Term:	November (Adelte Visit) 2023	$ 7,044 .00
	February 2024	$ 7,044 .00
	May 2024 (Adelte Visit)	$ 7,044 .00
	August 2024	$ 7,044 .00
Year 3 - 2nd Additional Term:	November (Adelte Visit) 2024	$ 7,285 .00
	February 2025	$ 7,285 .00
	May 2025 (Adelte Visit)	$ 7,285 .00
	August 2025	$ 7,285 .00

HOURLY RATES: For work performed outside the basic scope of services (Base Quote), the following total rates shall apply.

A. Regular time:	Mechanical Technician Rate	$ 87.50 per hour.
	Technician Assistant Rate	$ 75.00 per hour.
	Electrical Technician Rate	$ 160.00 per hour.
	Technician Assistant Rate	$ 58.70 per hour.
	Hydraulic Technician Rate	$ 98.75 per hour.
	Technician Assistant Rate	$ 89.40 per hour.

(7a.m. to 5p.m., Monday-Friday)

B. Overtime	Mechanical Technician Rate	$ 117.50 per hour.
	Technician Assistant Rate	$ 102.50 per hour.
	Electrical Technician Rate	$ 160.00 per hour.
	Technician Assistant Rate	$ 77.85 per hour.
	Hydraulic Technician Rate	$ 142.40 per hour.
	Technician Assistant Rate	$ 123.50 per hour.

(5p.m. to 7a.m., Monday-Friday and weekends)

C. Holiday Overtime	Mechanical Technician Rate	$ 175.00 per hour.
	Technician Assistant Rate	$ 150.00 per hour.
	Electrical Technician Rate	$ 160.00 per hour.
	Technician Assistant Rate	$ 117.40 per hour.
	Hydraulic Technician Rate	$ 142.40 per hour.
	Technician Assistant Rate	$ 123.50 per hour.

(City Approved Holidays);

Response Times: Cruise Days – no greater than One (1) hour from initial contact; Non-Cruise Days - no greater than Four (4) hours from initial contact.

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 5-12-22
Addendum Number 2, Dated 5-16-22
Addendum Number n/a, Dated n/a

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 he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: CITY OF MOBILE, ALABAMA - CRUISE TERMINAL
Company Address: MOBILE, AL
Telephone: 251-208-7663 Email: indy.klotz@cityofmobile.org
Type of Work: MAINTENANCE & CONSTRUCTION
Date(s): 10+ YEARS

B. Reference #2:

Company Name: KIMBERLY CLARK CORPORATION
Company Address: MOBILE, AL
Telephone: 251-605-1657 Email: dcalder@kcc.com
Type of Work: PLANT MAINTENANCE & EXPANSIONS
Date(s): 40+ YEARS

C. Reference #3:

Company Name: HII INGALLS SHIPYARD
Company Address: PASCAGOULS, MS
Telephone: 228-935-7554 Email: Harold.Catchot@hii-ingalls.com
Type of Work: YARD EXPANSIONS & PLANT MAINTENANCE
Date(s): 40+ YEARS

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:

ROB'T J. BAGGETT, INC.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: CHARLES D. DICKS, JR.
(Typed)

TITLE PRESIDENT
(Typed)

DATE MAY 18TH, 2022

Sworn to and subscribed before me this 18TH **day of 20** MAY 2022

Linda Marie Tillman
Notary Public
Alabama State At Large
Comm. Exp. 6/18/2023

_____
Notary Public

END OF SECTION

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE, AL 36606
Telephone	251-473-3290
E-Mail	KRISTINA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	SC-022-22
Project Description	GANGWAY PREVENTATIVE MAINTENANCE AND INSPECTIONS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 5-18-22

Title: PRESIDENT

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

Name: KRISTINA NUNNALLY Title: DOCUMENT CONTROL

E-mail: Phone: KREISTINA@RJBAGGETT.COM 251-366-4683

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # SC-022-22 Your Bid/Proposal Amount $_____ Date: 5 / 18 / 22

Description SERVICE CONTRACT - GANGWAY PREVANTATIVE MAINTENANCE & INSPECTIONS

Name of Bidder/Proposer: ROB'T J. BAGGETT, INC.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
GULF ELECTRIC		ELECTRICAL	TBD		NO	

996

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: CHARLES D. DICKS, JR. Phone 251-473-3290 Email KRISTINA@RJBAGGETT.COM

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

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

	N/A	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	N/A	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	N/A	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program. _____

Alabama Secretary of State

Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	$25,000
Capital Paid In	$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999

Rob't J. Baggett, Incorporated	
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

New Search

E-Verify

Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008

E-Verify

Company ID Number: 133278

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2022

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

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

PRODUCER McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	**CONTACT NAME:** Martha Lee Hawkins **PHONE (A/C, No, Ext):** 800-476-2211 **FAX (A/C, No):** **E-MAIL ADDRESS:** mhawkins@mcgriff.com
INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC 759 Holcombe Avenue Mobile, AL 36606	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** LM Insurance Corp **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** The First Liberty Insurance Corporation — 33588 **INSURER D :** Starr Indemnity & Liability Company — 38318 **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Limited Job Site Pollution [X] Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			TB5-Z51-291805-041	06/30/2021	06/30/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Total Agg Lmt-All Proj/Loc	$ 25,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS2-Z51-291805-011	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000587178211	06/30/2021	06/30/2022	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2-Z51-291805-021 Includes USL&H for AL, LA, MS	06/30/2021	06/30/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$ $ $ $ $

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

Project Name: Gangway Preventative Maintenance and Inspections - Technicians
Project Location: Mobile, Alabama Cruise Terminal, 201 South Water Street, Mobile, AL 36602
Project Number: SC-022-22

City of Mobile is Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for non payment) to the certificate holder shown below. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Excess/Umbrella Liability policies in favor of the City of Mobile as required per written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Policy Number TB5-Z51-291805-048
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IN REM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the insurance afforded by this policy, we agree that a claim or "suit" brought against any vessel you own or lease will be considered to be a claim or "suit" against you.

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Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer** — **Address**
   Any and all work requiring this coverage if the requirement was agreed in writing prior to event of an accident occuring during the policy period and occurring within the policy coverage territory

2. **State of Special or Temporary Employment**
   If any

3. **Contract or Project**
   As required by written contract.

Issued by Liberty Mutual Fire Insurance Company16586

For attachment to Policy No. WC2-Z51-291805-028 Effective Date Premium $

Issued to Rob't J Baggett Inc

WC 00 03 01 A
Ed. 02/01/1989

© 1984, 1988 National Council on Compensation Insurance.

Addendum No. 1

To: Registered Planholders

From: Gregg Blaize, Director of Facility Maintenance
City of Mobile, Architectural Engineering Department

Date: May 12, 2022

Project: Service Contract-Mobile, Alabama Cruise Terminal SPBB Preventative Maintenance & Repairs Technicians
Project Number SC-022-22

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated April 26, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Item 1. The Mandatory Pre-Bid Conference Agenda ***with Modifications*** and Pre-Bid Conference Attendance Roster, dated May 11, 2022 are attached and form part of Addendum No.1.

Revisions:

Item 1. The Bid due date is changed from 2:00 P.M., Wednesday, May 25, 2022 ***to 2:00 P.M., Wednesday May 18, 2022***

END OF ADDENDUM No. 1

SERVICE CONTRACT-MOBILE, ALABAMA CRUISE TERMINAL SPBB PREVENTATIVE MAINTENANCE & REPAIRS TECHNICIANS
Project No. SC-022-22
MANDATORY PRE-BID CONFERENCE
10:00 AM MAY 11, 2022

AGENDA ***with Modifications***

1. Attendance roster. Include an email address where any Addenda should be sent. Please write legibly.
2. Objective of conference is to introduce Project Manager and Owner Contacts and receive questions.
3. Discussion of Scope of Work.

   The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assistance to perform preventative maintenance and inspections on the Adelte Technologies gangway located at the Mobile, Alabama Cruise Terminal, as described in Section 01000, Scope of Work, and per "Proposal for Preventive Maintenance Program #BDP1806221, for the ADELTE Seaport Passenger Boarding Bridge (SPBB) I" (Exhibit A) and "Maintenance Checklist for the Mobile, Alabama Cruise Terminal," (Exhibit B), in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

4. Special Instructions or conditions.
   a. Each firm providing technical assistance shall have a had a minimum of Two (2) years of maintenance experience on Adelte gangways or other similar gangways. Qualification must be submitted with the Bid Form. Firms with no experience working on Adelte gangways or similar gangways will not be considered for this contract.

   b. Each technician shall have had a minimum of Two (2) years of maintenance experience on Adelte gangways or similar gangways. Qualifications must be submitted with the Bid Form. Technicians with no experience working on Adelte gangways or similar gangways will not be allowed, except under the direct supervision of another technician who does have the required experience.

   c. For all work performed under this contract, only skilled, certified technicians with current licenses or certifications in their respective trades will be accepted.

   5. Additional Requirements:
      a. A valid City of Mobile business license is required.
      b.The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. All workers must

have a Transportation Worker Identification Credential (TWIC) badge or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations.

c. E-verify Documentation.

d. City of Mobile Subcontracting and Major Supplier Plan requirements.

e. Certificate of Insurance in amounts and as required by the City of Mobile.

6. Owner Contact:

- Project Manager: Gregg Blaize, phone: 251-490-5531, Email: gregg.blaize@cityofmobile.org

7. Adjourn

Addendum No. 2

To: Registered Planholders

From: Gregg Blaize, Director of Facility Maintenance
City of Mobile, Architectural Engineering Department

Date: May 16, 2022

Project: Service Contract-Gangway Preventative Maintenance & Inspections - Technicians
Project Number SC-022-22

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated April 26, 2022. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Item 1. The City will maintain the right to schedule all quarterly visits. All quarterly visits will be requested in writing by the City.

END OF ADDENDUM No. 2

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. **THE OWNER:**

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the 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, certified, credentialed, 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.

1) Provide protection and conduct construction/repairs in ways that comply with all environmental regulations and minimize possible air, water, and subsoil contamination, pollutions, or other undesirable effect.
2) Service Contractor is to implement Best Management Practices, The City of Mobile's, and the Alabama Department of Environmental Management's (ADEM) water regulations and allowable discharges into the Mobile River and associated waterways.
3) City of Mobile Code Chapter 17 – Storm Water Management and Flood Control.
4) Contain all substances used in the construction/repair of the gangway per all of the regulations as listed above.

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.

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. Detailed and itemized invoices for all equipment rentals, materials, and hourly work performed.

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 bi-annually for completed 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 - in the amounts required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

2) 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) $5,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
b) $5,000,000 General Aggregate Limit, on a "Per Project" basis
c) Providing "follow form" coverage for Employer's Liability, Maritime Employer's Liability, Comprehensive General Liability and Automotive Liability.
d) Maritime Employers' Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of $1,000.000 each person and $1,000,000 each accident.
e) Maritime Employers' Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of $1,000.000 each person and $1,000,000 each accident.
f) "In Rem" endorsement
g) Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.
h) Marine General Liability or its equivalent (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
   1. Limit of Liability:
      $1,000,000 each occurrence bodily injury or property damage
      $2,000,000 General Aggregate Limit, on a "Per Project" Basis
i) Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy
j) The Marine General Liability policy must include and endorsement to cover "Sudden and Accidental" pollution.

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 law of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies 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. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

L. 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.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To construct and install a base for the Bugler Sculpture at Memorial Park

Amount of Contract:

$48,350.00

Funding Source

Project # Memorial Park - Bugler Sculpture Base PR-001-22

Discretionary Funds

Project String C0617 WWI Bugle Boy Statue (20002000-48010)

Contract Number:3867

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-001-22 Memorial Park - Bugler Sculpture Base	Cover Memo	6/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/16/2022 - 12:22 PM
Capital	Rhodes, Brenda	Approved	6/16/2022 - 12:58 PM
Legal	Kern, Chris	Approved	6/16/2022 - 1:08 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:54 PM

RESOLUTION

2022

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

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

Name of Company:	MICOR d/b/a MDS CONSTRUCTION, INC.
Project Name:	MEMORIAL PARK – BUGLER SCULPTURE BASE
Project Number:	PR-001-22
Amount:	$48,350.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0617 – WWI BUGLE BOY STATUE

CAPITAL PROJECT #: C0617 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001-22

CONTRACT AMOUNT: $48,350.00

PROJECT DESCRIPTION: TO CONSTRUCT AND INSTALL A BASE FOR THE BUGLER SCULPTURE AT MEMORIAL PARK (1800 AIRPORT BLVD).

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

VENDOR NUMBER: 274590

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 6/15/2022

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

This Agreement made and entered into this _____ day of _____ 2022.

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

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

City Business License No.: 049492

Secretary of State Registration No.: 000-183-209

For the following **Project**: Memorial Park - Bugler Sculpture Base
1800 Airport Boulevard
Mobile, Alabama 36606

Project Number: PR-001-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Eight Thousand Three Hundred Fifty and 00/100 Dollars ($48,350.00), which includes a Contingency Allowance of One Thousand and 00/100 Dollars ($1,000.00).

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

1.3 ALLOWANCE(S)

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

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

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

2.0 OWNER'S REPRESENTATIVE

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

2.2 All notices of cancellation, requests, demands or other communications to the Owner shall be in writing and duly delivered to both of the following addresses to the City:

REAM Division
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

City Attorney - Legal Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.

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

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or

agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

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

3.5 LIQUIDATED DAMAGES

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

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

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

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

B. Comprehensive General Liability Insurance:

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

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

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 INDEMNIFICATION

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

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

3.10 Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

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

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

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

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

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

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

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

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

3.17 PROOF OF ADVERTISEMENT of COMPLETION:

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

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

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Micor, Inc. D/B/A MDS Construction, Inc. has completed the contract for PR-001-22, Memorial Park - Bugler Sculpture Base, 1800 Airport Boulevard, Mobile, Alabama 36606. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION:

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

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

4.0 CONTRACT DOCUMENTS:

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

B. An enumeration of the Contract Documents, other than a Modification, appears below:
1. Request for Quotes documents, dated March 25, 2022, as prepared by the City of

Mobile Architectural Engineering Department and WAS Design, Inc.;
2. Addendum No 1, dated 03/31/2022, and Addendum No 2, dated 04/06/2022;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION:

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

6.0 FORCE MAJEURE:

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

7.0 NONDISCRIMINATION:

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

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

8.0 IMMIGRATION LAWS:

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

9.0 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.

10.0 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.

11.0 NON-AGENCY CLAUSE:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

By Signature

Michael D. Small, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF ~~MOBILE~~ Baldwin ZA

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Michael D. Small as President of Micor, Inc. dba MDS Construction 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 7th day of June, 2022.

NOTARY PUBLIC
My Commission Expires: 01/05/2025

Zachary Allard
Notary Public, Alabama State At Large
My Commission Expires Jan. 05, 2025

ZACHARY ALLARD NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT A

SCOPE OF WORK

MEMORIAL PARK – BUGLER SCULPTURE BASE

1800 AIRPORT BOULEVARD

MOBILE, ALABAMA 36606

PR-001-22

Construction and installation of one (1) stone-clad sculpture base for bronze sculpture, not in contract, along with approximately seventy-three linear feet (73LF) of concrete curb and three hundred ninety-six square feet (396SF) of aggregate walkway to match existing. Provide new matching landscaping, per the project manual and associated drawings, to all disturbed areas beyond aggregate walkway.

END OF SCOPE OF WORK

Memorial Park – Bugler Sculpture Base
PR-001-22

QUOTE FORM:

Company Name: Micor Inc dba MDS Construction

Company Address: P.O. Box 729 Silverhill, AL 36576

Office Phone #: 251-454-4244 **Fax #:** —

City of Mobile Business License No.: 49492

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated March 25, 2022, and all Addendum(a) No(s) 1 + 2 dated 03/31/22 + 04/06/22, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.

Quoters shall include sales and use taxes. Quotes shall be provided in whole dollar amount with no cents.

Base Quote Amount: Twenty-eight thousand One hundred two (Amount in Words) Dollars & No Cents $28,102.00 (Amount in #'s)

Contingency Allowance: One Thousand Dollars & No Cents $ 1,000.00

Total Base Quote Amount: Twenty-nine thousand One hundred two (Amount in Words) Dollars & No Cents $ 29,102.00 (Amount in #'s)

Additive Alternate #1 Amount: Nineteen thousand Two hundred Forty-eight (Amount in Words) Dollars & No Cents $ 19,248.00 (Amount in #'s)

Contact Phone #: 251-454-4244 **Cell #:** 251-454-4244

E-mail Address: MDS3349@Bellsouth.net

Signature: [signature] **Date:** 04/13/22

Printed Name: Michael D. Small **Title:** Owner/Pres.

(For use on PUBLIC projects)

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: 66389410

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, MICOR INC DBA MDS CONSTRUCTION of 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091 as Principal(s), hereinafter called Principal, and Auto-Owners Insurance Company, a Michigan corporation, of Lansing, Michigan, as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827 as Obligee, hereinafter called Obligee, in the penal sum of forty seven thousand eight hundred and xx/100 D ollars ($47,800.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee, dated the 1st day of June, 2022 for MEMORIAL PARK- BUGLER SCULPTURE BASE PR-001-22 which contract and the plans and specifications are by reference made a part hereof.

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

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

SIGNED AND SEALED this 1ST day of JUNE, 2022.

MICOR INC
Principal

By _____

Auto-Owners Insurance Company
Surety

By _____
Niki Conway
Attorney-in-Fact

2983 (01-18)

(For use on State and Municipal projects)

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: 66389410

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, MICOR INC DBA MDS CONSTRUCTION of 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091, as Principal, and the Auto-Owners Insurance Company, a corporation organized under the laws of the State of Michigan, and having its principal office in the city of Lansing, Michigan, as Surety, are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827, as Obligee, in the penal sum of forty seven thousand eight hundred and xx/100 Dollars ($47,800.00), lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind ourselves, our successors, administrators and assigns, firmly by these presents.

WHEREAS, the aforesaid Principal has entered into a certain written contract with the aforesaid Obligee dated 1st day of June, 2022 for furnishing all labor and materials for MEMORIAL PARK- BUGLER SCULPTURE BASE PR-001-22 which contract is hereby referred to and made a part hereof.

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

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

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

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

SIGNED, SEALED and DATED this 1ST day of JUNE, 2022.

MICOR INC
Principal

By

AUTO-OWNERS INSURANCE SEAL LANSING, MICHIGAN

Auto-Owners Insurance Company
Surety

By Niki Conway
Niki Conway
Attorney-in-Fact

2928 (01-18)

Auto-Owners INSURANCE
LIFE · HOME · CAR · BUSINESS

BOND NUMBER: 66389410

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, that we, MICOR INC DBA MDS CONSTRUCTION 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company, a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of ALABAMA, (hereinafter called the Surety), are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827 (hereinafter called the Obligee), in the full and just sum of forty seven thousand eight hundred and xx/100 ($47,800.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 1st day of June, 2022 for MEMORIAL PARK- BUGLER SCULPTURE BASE PR-001-22 which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, said contract has been completed, and was approved on the 1st day of June, 2022.

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

SIGNED AND SEALED this 1ST day of JUNE, 2022.

By _____ Witness

By MICOR INC _____ Principal

_____ Title

Auto-Owners Insurance Company

AUTO-OWNERS INSURANCE SEAL LANSING, MICHIGAN

Janet Kochmann
Janet Kochmann Witness

By Niki Conway
Niki Conway Attorney-in-Fact

29296 (12-18)

Auto-Owners Insurance
Life Home Car Business

Bond Number 66389410

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 1ST day of JUNE, 2022, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

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

Sandra M. Jones

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

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

Print Date: **06/01/2022** Print Time: **04:31:43 PM**

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. 66389410

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

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

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

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

Andrea Lindemeyer — Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

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

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

My commission expires July 16th, 2025.

Sandra M. Jones — Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

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

Signed and sealed at Lansing, Michigan. Dated this 1st day of June, 2022.

AUTO-OWNERS INSURANCE SEAL LANSING, MICHIGAN

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

[redacted]

From: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Sent: Thursday, April 14, 2022 4:56 PM
To: Laurence, Jacob <laurencej@cityofmobile.org>; Cook II, Roger J <roger.cook@cityofmobile.org>
Cc: Roberts, James <james.roberts@cityofmobile.org>
Subject: RE: PR-001-22: Memorial Park - Bugler Sculpture Base - Quote Packet and Quote Tab

Good afternoon Jacob,
Please proceed with the contract routing. The contractor has met the good faith effort guidelines.

Respectfully,

Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
https://workwith.cityofmobile.org/WorkWithCity/GetReady

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE, AL

From: Laurence, Jacob <laurencej@cityofmobile.org>
Sent: Thursday, April 14, 2022 4:32 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>; Cook II, Roger J <roger.cook@cityofmobile.org>
Subject: FW: PR-001-22: Memorial Park - Bugler Sculpture Base - Quote Packet and Quote Tab

Hey guys,
How are we looking on the DBE portion of this packet? Will we be able to move forward with the next steps of bid and award?
Jacob

From: Laurence, Jacob
Sent: Wednesday, April 13, 2022 3:59 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>; Cook II, Roger J <roger.cook@cityofmobile.org>; Parker, Brenda <brenda.parker@cityofmobile.org>
Cc: Boatwright, Cassie <boatwright@cityofmobile.org>
Subject: FW: PR-001-22: Memorial Park - Bugler Sculpture Base - Quote Packet and Quote Tab

Keisha and Roger,
Please see attached Quote packet with DBE forms for your review. Please let me know if this is sufficient for DBE participation in order to award the work for this project.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Micor Inc dba MDS Construction
Address	P.O. Box 729 Silverhill, AL 36576
Telephone	251-454-4244
E-Mail	MDS3349@Bellsouth.net

RFP/RFQ Solicitation Number	PR-001-22
Project Description	Memorial Park - Bugler Sculpture Base
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 3 Female 1 Minority ____ Non-minority 4 SDVO ____ Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Michael D. Small

Signature: _____ Date: 04/13/22

Title: Owner/Pres.

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

Name: Michael D. Small Title: Owner/Pres

Email: MDS3349@Bellsouth.net Phone: 251-454-4244

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Micor Inc dba MDS Construction Your Bid/Proposal Amount $ 48,350.00 Date: 04-13-22

04 / 13 / 22 Description Memorial Park - Bugler Sculpture Base

Name of Bidder/Proposer: Micor Inc dba MDS Construction

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Thomas + Sons Contracting	251-458-4274	Sitework	4550	9%	No	
Ron's ETC Services	251-709-3093	Landscape	1500	3%	yes	
RamTool	251-432-1867	Material Supplier	1700	3%	yes	

1012

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Micor Inc dba MDS Construction

Contact Person: Michael D. Small Phone 251-454-4244 Email MDS3349@Bellsouth.net

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

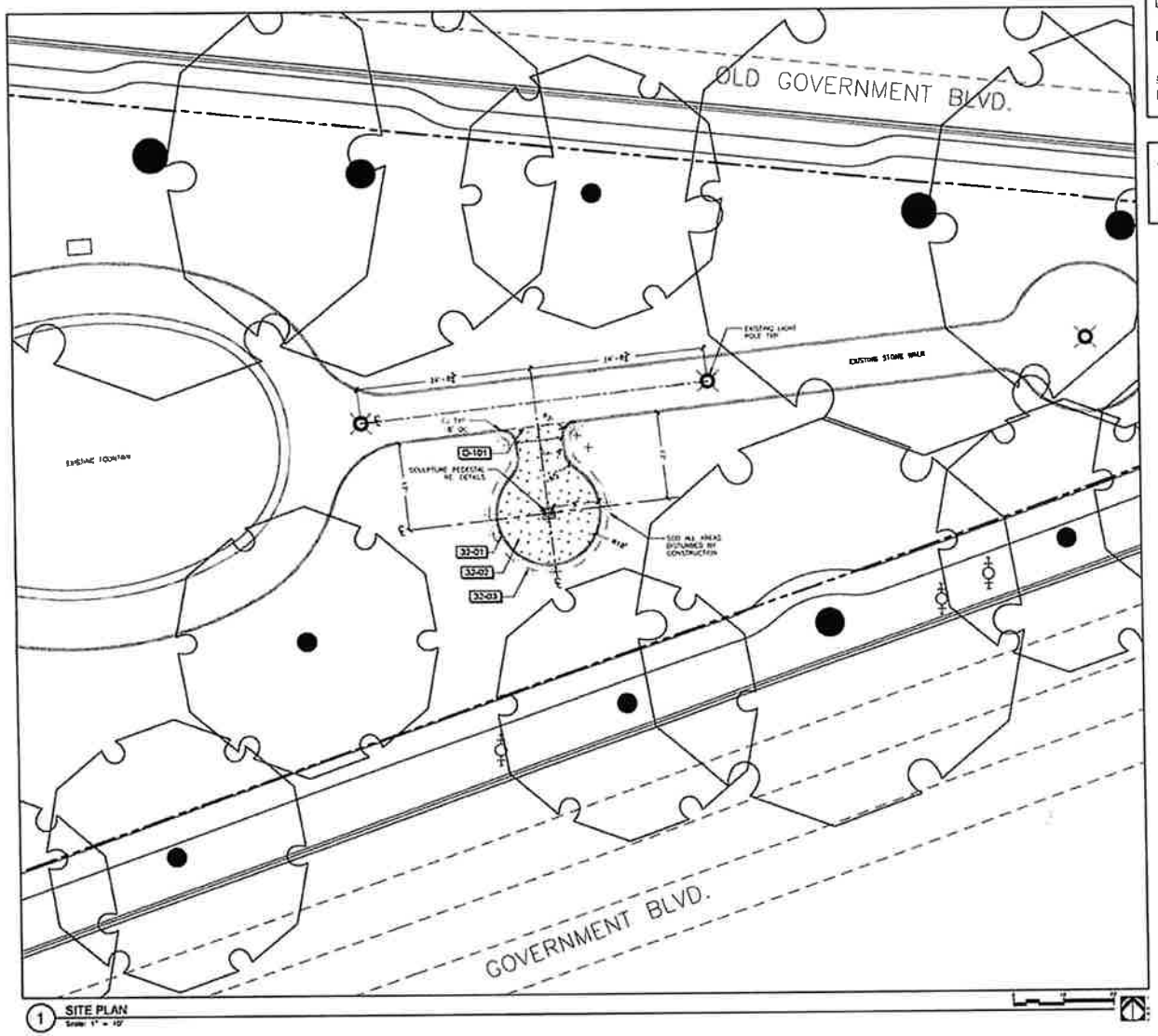
_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. accessed the diversity website for City of Mobile.

1014



1 SITE PLAN
Scale: 1" = 10'

REFERENCE NOTES SCHEDULE

32 EXTERIOR IMPROVEMENTS

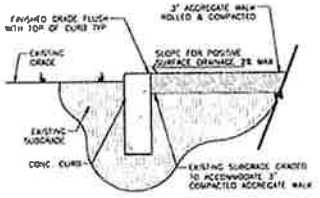
SYMBOL	DESCRIPTION	QTY	DETAIL
32-01	NEW CONCRETE CURB TO MATCH EXISTING EXPANSION JOINTS 10' OC 3000 PSI COLOR NATURAL GRAY	73 LF	2/LH100
32-02	CRUSHED STONE WALKWAY LIMESTONE AGGREGATE, MATCH EXISTING CRUSHED STONE WALK SUBMIT SAMPLE FOR APPROVAL	386 SF	2/LH100
32-03	SOD - ST AUGUSTINE, MIN 18" STRIP SOD ADJACENT TO NEW CURB SOD ALL AREAS IMPACTED BY CONTRUCTION ACTIVITIES	ALL DISTURBED AREAS	

DEMOLITION

SYMBOL	DESCRIPTION	QTY	DETAIL
D-101	CONCRETE CURB SAWCUT & REMOVE EXISTING CONC CURB DISPOSE OF IN AN ACCEPTABLE MANOR	15 LF	

NOTE

CONTRACTOR RESPONSIBLE FOR RELOCATING/REMODELING AS NECESSARY ALL IRRIGATION COMPONENTS REQUIRED TO ACCOMMODATE THE NEW CONSTRUCTION REMODLED IRRIGATION SYSTEM SHALL HAVE FULL HEAD TO HEAD COVERAGE OF ALL PLANTING AREAS W/O SPRAYING ON TO WALKWAYS PROVIDE SHOP DRAWINGS FOR ADJUSTMENTS PRIOR TO CONSTRUCTION FOR APPROVAL



2 CRUSHED STONE WALKWAY
1 1/2" = 1'-0" S-PA-GRA-03

wes DESIGN landscape architects

A Landscape Development Plan for
Memorial Park Bugler Sculpture
PR-001-22 Mobile, Alabama

No.	Date	Revisions / Submissions
	12.07.21	[illegible]
	01.20.21	[illegible]

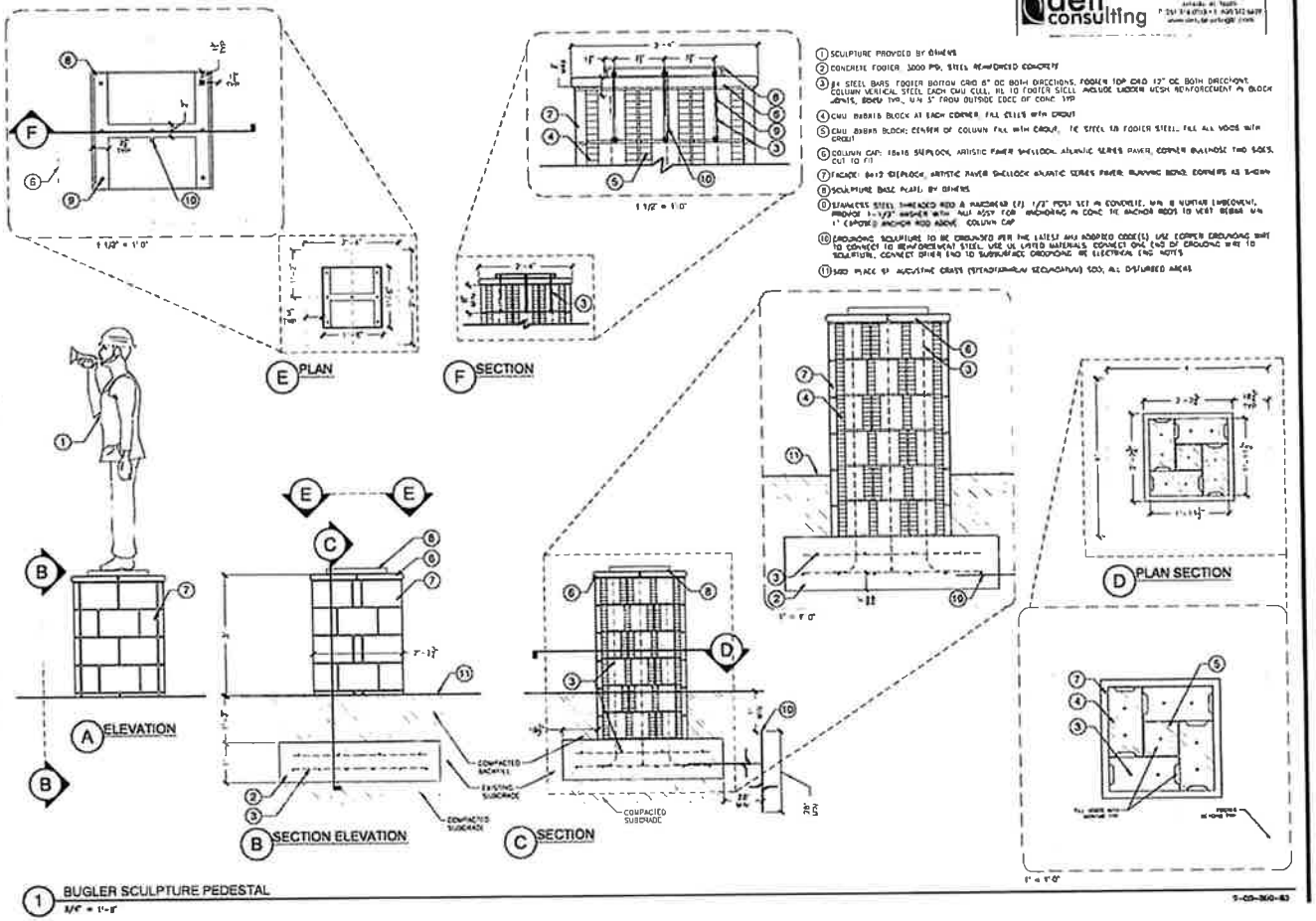
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DCT
Drawn
DCT
Project Manager
JFC
Checked
210010-02
Project No.
11.30.21
Date

Registration
STATE OF ALABAMA
JAMES FRANCIS CRAWFORD
6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title
HARDSCAPE PLAN

Sheet No.
LH100



1 BUGLER SCULPTURE PEDESTAL
3/4" = 1'-0"

was DESIGN landscape architects

URBAN SILVER ENGINEERS INC. P.E.
STRUCTURAL PROJECT MANAGER
MOBILE, ALABAMA

dell consulting

A Landscape Development Plan for
Memorail Park Bugler Sculpture
PR-001-22 Mobile, Alabama

Revisions		
No.	Date	Description / Submissions
	12.07.21	100% DDs
	01.20.21	100% CDs

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DC1
Drawn
DC1
Project Manager
JEC
Principal
216010-023
Project No.
11.30.21
Date

Sheet Title
HARDSCAPE DETAILS

Sheet No.
LH500

Alabama Secretary of State

M D S Construction, Inc.	
Entity ID Number	000 - 183 - 209
Entity Type	Domestic Corporation
Principal Address	MONTROSE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	10/29/1996
Registered Agent Name	SMALL, MICHAEL D
Registered Office Street Address	23849 MONTROSE WOODS MONTROSE, AL 36559
Registered Office Mailing Address	Not Provided
Nature of Business	GENERAL CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	---
Incorporators	
Incorporator Name	SMALL, MICHAEL D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/29/1996 Certificate of Formation 2 pgs.

New Search

E-Verify

Company ID Number: 562944

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

Approved by:

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

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	MICOR INC.
Company Facility Address:	2837 SUBURBAN FAIRHOPE, AL 36532
Company Alternate Address:	

E-Verify

Company ID Number: 562944

County or Parish:	[illegible] DUNN
Employer Identification Number:	831240879
North American Industry Classification Systems Code:	238
Administration:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA (sites)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2022

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

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

PRODUCER Valent Group, LLC 1110 Montlimar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Amy Harris PHONE (A/C, No, Ext): (251) 544-7245 FAX (A/C, No): (251) 343-0563 E-MAIL ADDRESS: aharris@valentgroup.com
INSURED Micor Inc dba Mds Construction PO Box 729 Silverhill AL 36576-0729	INSURER A : Owners Insurance Company — NAIC # 32700 INSURER B : Auto Owners Insurance Company — 18988 INSURER C : AL Home Builders SIF — Fund INSURER D : Safety National Casualty Corporation — 15105 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Master 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	38541487	05/15/2022	05/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	4454148700	06/25/2021	06/25/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	4454148701	05/15/2022	05/15/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C/D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	17228-00/SP4065837	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			38541487	06/01/2022	05/15/2023		100,000

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

PR-001-22 Memorial Park-Bugler Sculpture Base

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

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MOBILE
ALABAMA

ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES
March 25, 2022

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

Project Name: Memorial Park – Bugler Sculpture Base

Project Location(s): 1800 Airport Boulevard, Mobile, Alabama 36606

Project Number: PR-001-22

Scope of Work:
The Base Quote includes the furnishing of all labor, materials, tools, and equipment necessary to complete the fabrication, construction, and installation of one (1) sculpture base, as specified on project drawing LH500 – Hardscape Details.

Additive Alternate #1 includes the furnishing of all labor, materials, tools, and equipment necessary to complete the construction, and installation of all hardscape aggregate walkway elements and repairs to all disturbed areas, as specified on project drawing LH100 – Hardscape Plan.

Important Dates:
Pre-Quote Meeting: Thursday March 31, 2022 at 10:00 AM.
Quotes Due: Wednesday, April 13, 2022 at 2:00 PM.

Examination of Documents: Before submitting a Quote, Contractor's shall carefully examine this RFQ, visit the site, including attendance at the Pre-Quote meeting, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Attachments:
LH500 – Hardscape Details
LH100 – Hardscape Plan

Mandatory Pre-Quote Meeting shall be held on at the site on Thursday March 31, 2022 at 10:00 AM. Bidders are required to participate in the Pre-Quote Conference, visit the

site prior to submitting a Quote and include all costs associated with the project in their Quotes.

All **Requests for Information (RFI's)** and requests for substitutions, shall be submitted in writing to the Project Manager no later than 2:00PM, seven (7) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

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

Contractors may use on-site utilities and facilities, such as water and designated parking areas. Contractor shall have access to the work site, as approved by the Owner, but typically 7:00am to 6:00pm Monday through Saturday each week. Debris shall be removed and disposed of daily. The facility will remain in use throughout period of construction. Limit use of premises to allow for Owner access and use of facility. Work scheduling and access shall be coordinated with the Owner representatives. Obey all City and Facility regulations.

The Contractor shall deliver the Work complete within **Sixty (60) calendar days** from the date of the written Notice to Proceed.

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

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

Quotes (stipulated sum):
Quotes for the above Scope of Work **will be received until 2:00 PM** on the **13th day of April, 2022** in the Architectural Engineering Department, 205 Government Street, (P.O. Box 1827, Mobile, Alabama 36633). Quotes in amounts less than $50,000 may be submitted in person, e-mailed or mailed to the Project Manager at the address indicated. Quotes $50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for $50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

A. No Quote may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.

B. The City of Mobile will have sixty (60) days from the quote opening date to award contract.

Bond Requirements:
For contracts that exceed $10,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

A. Cost of Bonds shall be included in the Contractor's bid.

B. A Surety authorized to do business in the State of Alabama must issue Bonds.

C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Bid Security/Bid Bond:

A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

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

Alabama Historical Commission Cemetery Permit is required but will be obtained and supplied by the City of Mobile at no cost to the Contractor.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following documents:

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

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

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

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

Bonds: For contracts that exceed $10,000, a Bid Bond, a Performance Bond and a Labor and Material Payment Bond shall be required.

Surety Qualifications: A Surety authorized to do business in the State of Alabama must issue Bonds. Consent of Surety to Final Payment, AIA Document G707, shall be provided prior to final payment as part of the closeout requirements.

For **Payment(s),** submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract one time in a newspaper of general circulation, published in Mobile County. Contractor shall provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. Final settlement may be made at any time one week after the notice has been published and all applicable Close Out documents have been received and approved.

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

> STATE OF ALABAMA
> COUNTY OF MOBILE
> NOTICE OF COMPLETION
> In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Memorial Park – Bulger Sculpture Base, PR-001-22, in Mobile, Alabama 36606. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or closeout documents not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall warrant that the Work will conform to the requirements of the information contained in this Request for Quotes and will be free from defects. Work and/or materials and site furnishings not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for canopies and paint products.

Close Out Documents documents shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims G706
2. Contractor's Affidavit of Release of Liens G706A

Contact the Project Manager, Jacob Laurence, at the City of Mobile, Real Estate Asset Management Department, 251-422-3312 phone or e-mail laurencej@cityofmobile.org for further clarification regarding this Request for Quotes.

MOBILE
ALABAMA

Addendum No. 1

To: Registered Planholders and Pre-Quote Conference Attendees

From: Jacob Laurence, Work Order Coordinator
Real Estate Asset Management

Date: March 31, 2022

Re: **Memorial Park – Bugler Sculpture Base**
1800 Airport Blvd.
Mobile, Alabama 36606
PR-001-22

This Addendum forms a part of, and modifies, the RFQ documents for the above referenced project, dated March 25, 2022. Acknowledge the receipt of this Addendum No. 1, and any subsequent Addenda, in the space provided on the Quote Form. Failure to do so may subject quote to disqualification.

General:

Item 1. The Pre-Quote Conference Agenda ***with Modifications*** (modifications bolded and italicized or with strikethroughs) and the Pre-Quote Conference Attendance Roster, both dated March 31, 2022 are attached and form a part of Addendum No. 1. Contractor shall review modifications in the Agenda for items that will affect bidding.

Item 2. All Builder's Risk insurance shall be in the form of an Installation Floater.

Attachments-
Pre-Quote Conference Agenda ***with Modifications***
Pre-Quote Conference Attendance Roster

END OF ADDENDUM No. 1

MEMORIAL PARK- BUGLER SCULPTURE BASE
Project # PR-001-22
MANDATORY PRE-QUOTE CONFERENCE
10:00 am Thursday, March 31, 2022
1800 Airport Blvd., Mobile, Alabama 36606

AGENDA **w/ Modifications** (***modifications bolded and italicized or with strikethroughs***)

---

1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions - REAM Work Order Coordinator, Project Manager
      Jacob Laurence, 251-422-3312 cell; 251-208-7703 office; laurencej@cityofmobile.org
      Director, Real Estate Asset Management
      Cassie Boatwright, 251-208-7597 office; boatwright@cityofmobile.org
      Landscape Architect, WAS, Inc. (Watkins Acy Strunk Design, Inc.)
      Jim Crowe, 251-344-4023 office; 251-604-8199 cell; jcrowe@was-design.com

2) **Discussion of Scope of Work:**
   The scope of this project is to:
   1) Include the furnishing of all labor, materials, tools, and equipment necessary to complete the fabrication, construction, and installation of one (1) sculpture base, as specified on project drawing LH500 – Hardscape Details.
   2) Additive Alternate #1 includes the furnishing of all labor, materials, tools, and equipment necessary to complete the construction, and installation of all hardscape aggregate walkway elements and repairs to all disturbed areas, as specified on project drawing LH100 – Hardscape Plan.
   3) Best Management Practices for sediment and erosion control for duration of contract;

   A. City of Mobile Land Disturbance and Building permit will be required for this project, but shall be obtained at no cost to the Contractor. Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting prior to issuance of permits and throughout the contract duration.
   B. Building permit and the City of Mobile standard project sign shall be posted by the Contractor in a prominent location for the duration of the project.
   C. Upon coordination with the Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
   D. Generally, the site will remain open to the public. Contractor may choose to install a chain link construction/security fence, closing work area(s) from public access, enabling these portions of the site to be secured at non-work hours. Contractor shall take every precaution to avoid damage to the existing irrigation system and shall at their own costs make repairs to the system if damage occurs during construction.
   E. An on-site dumpster may be provided by the Contractor and located as approved by the Project Manager. Remove waste and surplus materials, rubbish, and construction facilities from the site daily.
   F. Contractor shall provide a lockable portable toilet.
   G. Contractor parking shall be limited to a pre-determined area agreed upon in advance by the Project Manager and the Contractor.
   H. Water and electricity at project site shall be supplied by the City of Mobile in moderate amounts at no cost to the Contractor. Hose bibs and electrical outlet locations will be identified at the Pre-construction meeting after award of the contract. The bibs are the only water source at the site that are authorized for use by the Contractor. Hose to span from the bib to the work areas and power cord to span from the electrical outlet to the work areas are the responsibility of the Contractor. Excessive water or electricity use shall be paid for by the Contractor, and "excessive" shall be determined by the Project Manager. Contractor may choose to use self-supplied potable

water and/or generators for any project related needs and shall incorporate the associated costs into their Base Bid.

I. There will be a $1,000 Contingency Allowance for the project.
J. All proposed changes to the design shall be submitted to the Consultant for approval in advance of commencement of any work.
K. Work hours shall typically be 7am to 6pm six days a week, but Contractor shall also be allowed access at other than usual hours, after prior approval and coordination of such hours with the Project Manager. Contractor shall coordinate schedule for work through the Project Manager.
L. It is advised that the Contractor remove all materials and equipment daily for security reasons, unless the Contractor makes reasonable accommodations to secure their project related items in a pre-approved and lockable laydown area at the site.
M. Contract duration is Sixty (60) calendar days from the written Notice to Proceed.

3) Bidding instructions, forms, special requirements and time:

A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to laurencej@cityofmobile.org
B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail.
C. Cut off time for submission of RFIs is seven (7) calendar days prior to the Quote Opening date by 2:00pm.
D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids $250,000 or more.
E. Receipt of Quotes shall be Wednesday, April 13, 2022 no later than 2:00pm in the Architectural Engineering Dept office, 5th Floor, Government Plaza, South Tower.
F. Quotes shall be submitted only on a copy of the Quote Form included in the RFQ documents and shall include DBE Documentation, as applicable.
G. Use of Allowances shall be reviewed and approved by the Owner.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile.
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. Performance Bond and Labor and Material Payment Bond.

5) Payment requirements.

a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published in a local newspaper of general circulation.
c. Invoices shall be substituted as two originals by utilization of AIA Documents G702 and G703, completed by the contractor with original signatures and notary seal.

6) Review of Site

7) Adjourn

City of Mobile Insurance Requirements
Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

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

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

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

B. Comprehensive General Liability Insurance:

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

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

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance:

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

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

E. Builder's Risk Insurance:

1. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all Sub-Contractors for the full amount of the Contract during construction, fabricants, storage, transport and erection of any equipment.

2. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement, is attached for Consultant's reference.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
X	COMMERCIAL GENERAL LIABILITY	X	X				EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
X	Contractual Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
X	ANY AUTO	X	X				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
X	UMBRELLA LIAB X OCCUR	X	X				EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability						$1,000,000 per claim $2,000,000 annual aggregate	

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

Project Name: Project Number:

City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
City of Mobile Architectural Engineering Department P. O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION			DATE
Mandatory Pre-Quote	PR-001-22: MEMORIAL PARK-BUGLER SCULPTURE BASE	1800 AIRPORT BLVD, MOBILE, ALABAMA 36606			2022-03-31
NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
JACOB LAURENCE	City of Mobile, A/E Department	251-208-7703	251-208-5871	251-422-3312	LAURENCEJ@CITYOFMOBILE.ORG
MIKE SMALL	Micor Inc/ MDS Const	251 454 4244	—	—	MDS3349@BELLSOUTH.NET
JIM CROWE (BY PHONE)	WAS DESIGN, INC.	(251) 604-8199	—	(251) 604-8199	jcrowe@wms-design.com

MOBILE
ALABAMA

Addendum No. 2

To: Registered Planholders and Pre-Quote Conference Attendees

From: Jacob Laurence, Work Order Coordinator
Real Estate Asset Management

Date: April 6, 2022

Re: **Memorial Park – Bugler Sculpture Base**
1800 Airport Blvd.
Mobile, Alabama 36606
PR-001-22

This Addendum forms a part of, and modifies, the RFQ documents for the above referenced project, dated March 25, 2022. Acknowledge the receipt of this Addendum No. 2, Addendum No. 1, and any subsequent Addenda, in the space provided on the Quote Form. Failure to do so may subject quote to disqualification.

Drawings:

Item 1. Project Sheet LH100- Hardscape Plan has been modified to conform to ADEM requirements for sediment and erosion control. Contractor shall include pricing for all BMPs in Base Quote.

Attachments-
LH100- Hardscape Plan

END OF ADDENDUM No. 2

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Jennifer Greene
Director Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Master Service Agreement between the City of Mobile and Volkert, Inc., is for the Brookley by the Bay project and consists of tasks related to community engagement, geotechnical investigation, masterplanning, and engineering and design. Volkert, Inc. was chosen through City of Mobile's competitive procurement process that aligns with the federal procurement policies. Their team consists of staff from Volkert, Inc., SCAPE Landscape Architecture DPC, Thompson Engineering, Moffat & Nichol, Gant Group and Associates, Freddie Stokes, Esq., and Savannah College of Art and Design. The not-to-exceed amount on this contract is $1,000,000 and it is funded with City of Mobile funds.

The purpose of this project is to design a public access waterfront park, capturing the natural beauty and wonder of Mobile Bay while ensuring the preservation of our natural wetlands. Bordering the Mobile Aeroplex at Brookley and its principal component, Mobile International Airport, this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay.

Amount of Contract:

1,000,000

Effective Date of Contract:

6/28/2022

Funding Source

Project # CIP Brookley by the Bay C0660 **Discretionary Funds** N/A

Project String C0660 **Contract Number:**3868

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $0 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	6/16/2022
Resolution	Resolution Letter	6/16/2022
CIP Document	Backup Material	6/16/2022
Contract	Backup Material	6/16/2022
Revised Capital Summary Sheet	Cover Memo	6/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	6/16/2022 - 12:56 PM
Capital	Rhodes, Brenda	Approved	6/16/2022 - 1:08 PM
Legal	Kern, Chris	Approved	6/16/2022 - 1:10 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:56 PM

June 15, 2021

Dear Councilmembers:

The attached Master Service Agreement between the City of Mobile and Volkert, Inc., is for the Brookley by the Bay project and consists of tasks related to community engagement, geotechnical investigation, masterplanning, and engineering and design. Volkert, Inc. was chosen through City of Mobile's competitive procurement process that aligns with the federal procurement policies. Their team consists of staff from Volkert, Inc., SCAPE Landscape Architecture DPC, Thompson Engineering, Moffat & Nichol, Gant Group and Associates, Freddie Stokes, Esq., and Savannah College of Art and Design. This contract is funded with City of Mobile funds.

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We look forward to continued communication on these important projects. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract, A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

COM Project Name: Brookley by the Bay

COM Project Number: 2022-2045-03/C0660

Contract Amount: $1,000,000.00

ADOPTED: _____

_____
City Clerk

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of _____, 2022, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and _Volkert, Inc.____ ("Consultant").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The assigned tasks and services of this agreement will focus on, but not be limited to, the following:

1. Identify project needs and requirements.
2. Participate with the City in responding to requirements and inquiries.
3. Assist the City with designing and implementing comprehensive, meaningful engagement and communication regarding project activities (e.g., compliance, permitting, project implementation, monitoring, adaptive management) as deemed appropriate and as directed by the City, which will include but is not limited to, citizens, local stakeholders, businesses, community organizations, government agencies, etc. This engagement process will drive design concepts.
4. Assist the City with integrating community engagement feedback and outcomes into design concepts.
5. Develop four unique design concepts based off initial City guidance, concepts to include cost estimates.
6. Identify and execute project related permitting. Participate in regulatory compliance and correspondence.
7. Coordinate with all utilities throughout design and during pre-bid.
8. Conduct all necessary surveys and geotechnical studies.
9. Prepare 30% plans, specifications and cost estimates as required by the Programs and Project Management Department.
10. Prepare 60% plans, specifications and cost estimates as required by the Programs and Project Management Department.
11. Prepare 90% plans, specifications and cost estimates as required by the Programs and Project Management Department.
12. Create bid documents as required by Programs and Project Management Department.
13. Prepare final plans and bid documents.
14. Assist City of Mobile with Pre-Bid and Bid Process.
15. Provide technical assistance during construction observation.
16. Selected consultant will be Engineer of Record throughout entire project, to include pre-construction, construction, and post-construction activity.

The services to be performed by Consultant under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Orders"), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed $1,000,000.00 (One Million Dollars). Services will be invoiced per the compensation method outlined under each task order or for hourly work based on the hourly rates set forth in Attachment D (2022 Fee Schedule).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until May 31, 2023 unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.4 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

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

12 STANDARD OF PERFORMANCE

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

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 2rd Floor – South Tower, Mobile, Alabama 36604

Attn: Lance Slater

CONSULTANT
Volkert, Inc

1680B West 2nd Street,

Gulf Shores, Alabama 36542

Attn: Andrew James

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

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

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

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

17.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. "

17.14 The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://www.e-builder.net . Firms, including subconsultants, shall use e-Builder as an essential component to project management with the City of Mobile.

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

City of Mobile:

_____
William S. Stimpson
Mayor, City of Mobile

Volkert, Inc.:

By: _____
Drew T. Davis

Title: Vice President

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 Drew T. Davis as Vice President of Volkert, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the a ct of Volkert, Inc.. Sworn to and subscribed for me this 9th day of June, 2022.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
CHRISTINA WILLIAMS
My Commission Expires
February 4, 2024

Attachment A

TASK ORDER FOR PROFESSIONAL SERVICES

This Task Order is made this the___ day of _____, 2022, by and between The City of Mobile _____ ("City") and Volkert, Inc. ("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement (MSA) executed between the parties on the ___ day of _____, 2022, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is 2022-2045-03 . The Consultant Job Number for this Task Order is T.O. 001 . The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

The consultant will perform items 1, 2, 3, 4, and 8 as identified in the MSA generally including community and stake holder engagement services and initial site surveys, environmental assessments, and cost-estimating. More specifically the work will include:

Visioning and Masterplan

Visioning and Master planning for Brookley by the Bay will focus on the following Goals:

1. Develop a vision and framework for the site
2. Develop immersive views to showcase how the plan will manifest itself on the ground
3. Engage the community in the design process
4. Develop phasing and implementation recommendations
5. Provide tools for continued stakeholder engagement and conduct concept presentations to key stakeholders as needed.

The visioning and master planning work will be performed concurrently with all other work and will commence at the notice to proceed. This will include kick-off and project startup, an existing conditions analysis incorporating information developed during field investigations, masterplan alternatives development, final masterplan development, and community engagement and workshops.

- **Subtask A – Mobilization and Kickoff (Volkert / Scape / Freddie Stokes)**
  The project team will work with the CITY to develop a project management plan, schedule meeting cadences, and finalize the program schedule. Project team members will be authorized for phase one tasks during this task. This will precede field investigations and will include requests and compilation of all available mapping, prior site investigations, utility information, and prior environmental studies.

The anticipated deliverables for this phase include the project management plan, project quality assurance plan, data gap analysis, and minutes from each of the coordination meetings.

The following meetings are included in this subtask:

- One (1) 2-hour kickoff meeting
- Weekly 1-hour virtual team meetings

- **Subtask B – Existing Conditions Analysis (Volkert / Scape / Freddie Stokes)**
  The project team will review existing planning and design studies for Brookley by the Bay. The team will develop mapping, sections, and diagrams to best understand the unique landscape to inform the design proposal and subsequent plan development. The analysis will assess the ecological systems, topography, hydrology of the bay, pedestrian and vehicular circulation, habitat, site historical uses, vegetative communities, stormwater and view sheds. This phase will also include a site visit by the project team to observe and collect site information.
  The anticipated deliverable for this phase includes the development of an existing conditions packet that summarizes information gathered during this task.
  This task will also include stakeholder interviews with key members and stakeholders selected by the CITY. Feedback received during these meetings will be incorporated into the masterplan documentation.
  The following meetings are included in this subtask:

  - Up to six (6) unique stakeholder meetings
  - Up to two (2) presentations with the CITY.

- **Subtask C – Masterplan Alternatives Development (Volkert / Scape / Freddie Stokes)**
  Through a collaborative process, the project team in coordination with the CITY will start by defining the project goals and objectives for the plan. While the plan goals will be aspirational to support the project vision, they will also be actionable in order to inform different design strategies and an implementation pathway.
  The project team will develop an initial master plan for review with the CITY. The plan will provide a comprehensive urban design and landscape vision for the site that integrates and engages landscape horticulture, infrastructure, education, circulations, resilience, and tourism and economic development. The plan will be responsive to community engagement developed in Subtask E. The plan will be physical and spatial in nature but will address and engage the social and ecological dynamics of the site.

The anticipated deliverables for this task include:

- Review of project goals and objectives
- Review of project precedents
- System diagrams addressing circulation, programming, and stormwater management
- Four (4) concepts diagrams explaining the strategy (parti), each alternative will include:
  - One (1) illustrative stie plan for each site design
  - One (1) section for each design
  - One (1) sketch perspective
- Executive Summary narrative outlining the masterplan goals and objectives and describing the details of the illustrative plan proposal
- Additional support diagrams to assist with the development and communication of the overall design as needed.

Physical models and presentation perspectives can be developed but are not included in this task. These can be provided to the CITY under a separate task order.

The following meetings are included in this task:

- Up to three (3) CITY meeting presentations
- Weekly 1-hour virtual team meetings

Cost estimates for each of the four (4) design alternatives developed under this subtask are included in Subtask F.

- **Subtask D –Final Masterplan (Volkert / Scape / Freddie Stokes)**

The project team will incorporate comments and feedback received and work with the CITY and community to select a preferred alternative for further development. During this task the project team will develop phasing, implementation, and funding recommendations for Brookley by the Bay preferred alternative.

The project team will work with the CITY to identify catalytic design moves for which the team will develop immersive views illustrating eye-level experiences while demonstrating how the design strategies developed in the plan meet the ground.

The final masterplan will include:

- Executive Summary Report

- Narrative Content
- Updated materials contained in the draft master plan report
- Supporting diagrams to convey phasing, funding, and implementation strategies
- Up to three (3) immersive views – presentation quality
- Appendices including existing conditions analysis and summary of comments received

The following meetings are included in this subtask:

- Two (2) CITY presentations
- Weekly 1-hour virtual team meetings

At the conclusion of Subtask D, an executive report, in PDF format including summary of site analysis, masterplan options, and illustrative materials depicting the preferred alternative will be submitted. The report will be suitable for assistance with implementation and fundraising purposes.

- **Subtask E – Community Engagement and Workshops (Volkert / Scape / Freddie Stokes)**
  Community engagement will run concurrently with subtasks A through D. To support design services outlined for this task order CONSULTANT proposes three (3) workshops in Mobile or virtually over ZOOM during the project schedule. This will include representatives from the design team including Volkert, Scape, and Freddie Stokes. Additional Team members can be available upon request.
  It is recommended that one (1) workshop be part of Subtask B; One (1) workshop will be part of Subtask C, and one (1) workshop will be part of Subtask D. The following meeting schedule is suggested:

  - Subtask B: Workshop I: Initial Site Visit and Project Goal Setting
  - Subtask C: Workshop II: Draft Masterplan Alternatives Review
  - Subtask D: Workshop III: Visualizing the Masterplan

  Examples of engagement workshops can be provided upon Request. Additional Engagement opportunities above and beyond the three (3) workshops outlined above can be performed under a separate task order and may include:

  - Development of a project website, app, or podcast
  - Onsite Festival or Bike Event
  - Video Summary / Documentation

- **Subtask F – Cost Estimating and Budgeting (Volkert)**

  Detailed cost estimates for each of the design Alternatives will be developed during Subtask C and D outlined above. Cost estimates will be based upon best available data including recent City, County, and State bid data. In the event recent bid data is not available for specific items of work, RS Means or vendor data may be used. Each cost estimate prepared will include references for sourcing of prices.

  It is anticipated that cost estimates will be prepared for each of the alternates discussed in Subtask C and will be further refined and updated for Subtask D. A Final Cost Estimate for each of the project components will be developed at the conclusion of Subtask D.

  It is anticipated that up to three (3) budgeting meetings will occur under this task and will occur concurrently Subtasks A-D.

Field Investigation

Generally, the field investigation work will include topographic survey, geotechnical sub-surface soil investigations, wetland delineations, and utility coordination. More Specifically Field Investigation will include:

- **Topographic Survey**
  Topographic Survey of project limits is not included in this scope of work. The design team will utilize available LiDAR and bathymetric data for the Masterplanning phase. It is recommended that prior to final design an updated ground survey be performed.

- **Subtask G – Geotechnical Investigation (Thompson Engineering)**
  Perform subsurface exploration within the project area, generally from Arlington Park to the southern property line using a standard penetration test (SPT) and cone penetration (CPT) rigs to gather information concerning the prevailing subsurface soil conditions.
  Prepare a geotechnical report to summarize the study findings and provide preliminary-level geotechnical recommendations for civil site design and construction. Detailed geotechnical engineering for site enhancements will be provided under a separate task as those items are better known. More Specifically the scope includes:

1. A geotechnical engineer or his authorized representative will visit the project site to layout the boring locations.

2. Mobilize subsurface drilling equipment to perform six (6) SPT borings to depths of 40 feet and two (2) SPT borings to 100 feet. Soils will be sampled using standard penetration test (SPT) protocols in accordance with ASTM D-1586. Samples will be taken continuously for the top ten (10) feet of the boring and then every five (5) feet thereafter to the depth of the borehole. Undisturbed Shelby tube samples will be taken in cohesive soils in accordance with ASTM D-1587. Groundwater levels will be recorded when encountered in the boreholes in all the borings.

3. Mobile cone penetration test equipment to perform twenty-two (22) CPT soundings to a maximum depth of 40 feet and seven (7) CPT soundings to a depth of 100 feet. Soundings will be performed in accordance with applicable ASTMs

4. The recovered SPT soil samples will be placed in sealed containers and transported to our geotechnical laboratory. An experienced Geotechnical Engineer will visually classify all the recovered soil samples and stratify the borings. Samples will be retained in storage for 90 days after the date of geotechnical report publication.

5. Conduct a limited laboratory testing program of select soil samples obtained from the test borings. Laboratory testing may include grain size distribution, moisture content, and Atterberg Limits. The type and quantity of tests will be selected by the Geotechnical Engineer as appropriate.

6. Prepare a preliminary-level Geotechnical Engineering Report that summarizes the subsurface exploration activities as well as provides engineering evaluations, technical discussions, and preliminary level geotechnical engineering recommendations. The geotechnical report will address the project Objectives and will specifically include:

- General Site Stratigraphy
- General Construction Recommendations
- General Civil Design Considerations
    - Geotechnical testing staff will be available for post-report consultations (via telephone or locally) to discuss the findings, conclusions and recommendations.

    - Currently, the site is covered with fields and some scattered trees. We understand that the boring locations at the site will be accessible by field equipment. It is further understood that the CITY will provide field personnel and equipment right of entry to the property and all CITY required work/excavation permits required to perform the work.

    - It is requested that the CITY identify and locate all existing, underground utilities or structures prior to the start of the field work. Additionally, CONSULTANT will contact Alabama One Call to locate public utilities at the site. The test locations will be

offset, if required, to avoid conflicts with existing overhead and buried utilities/structures or to offset safety exposure of the drill crew.

- A general boring layout which will provide general stratigraphy of the site will be provided prior to execution of the work. If soil conditions are found to vary significantly across the site, additional borings may be recommended.

- **Subtask H - Wetland Delineation and Jurisdictional Determination (Volkert)**

  Delineate jurisdictional wetland areas between Arlington Park and the limits of the previous delineation performed for acquisition of the project site or approximately a 49-acre parcel. The wetland delineation will be done in accordance with the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual and the 2010 Regional Supplement. The scope of work is as follows:

  - Review soil survey information, and available aerial photography,
  - Determine if hydrology indicators, hydrophytic vegetation, hydric soils are present,
  - Locate wetlands using a handheld GPS unit, Flag wetland areas,
  - Complete Corps of Engineers Wetland Data Forms,
  - Request that the Corps of Engineers verify the wetland jurisdictional determination for the delineated area and the areas previously delineated by Barry Vittor and Associates.

  The wetland line is subject to change until final verification is received by the U.S. Army Corps of Engineers.

  USACE Section 404 permitting and ADEM permitting are not included in this task order, permitting will be included in a later phase and once a preferred masterplan alternative is selected and permitting requirements are established.

- **Subtask I - Environmental Coordination (Moffatt & Nichol)**

  Portions of the project area were acquired as part of a National Fish and Wildlife Foundation (NFWF) funded project. Ongoing coordination with NFWF regarding access and grant specific limitations associated with these resources is anticipated during this phase.

  Project deliverables under this task include summary report of site limitations for the NFWF acquired wetlands and coordination on previously completed ESA's

  The schedule for this work will run concurrently with other tasks under this task order.

WORK SCHEDULE

Immediately upon receipt of authorization to proceed and authorization to enter and work on the property, as described above, we will schedule the start of the field investigations. Below is a summary schedule of time to start and estimated time for completion for each of the major work items:

Field Investigation:

- Topographic Survey: 4 weeks / 4 weeks
- Geotechnical Site Investigations: 4 weeks / 6 weeks
- Wetland Delineation: 2 weeks / 2 weeks

Masterplanning

- Mobilization and Kickoff: 1 week / 1 week
- Existing Conditions Analysis: Completion of Task A / 5 - 10 weeks
- Masterplan Alternatives Development: Completion of Task B / 12 weeks
- Masterplan Refinement: Completion of Task C / 6 weeks
- Stakeholder Engagement: Concurrent with Tasks A-D
- Cost Estimating: Concurrent with Tasks A-D

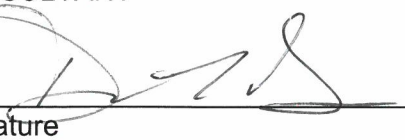
The overall project schedule is 180 calendar days from the notice to proceed.

SCOPE OF SERVICES

The specific scope of work presented addresses the phase 1 tasks noted above: Additional items of work not detailed below necessary for the development of this project and required under the MSA will be performed under future phases. Additional items of work not covered by the MSA can be performed under a separate scope and fee.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is $642,022.95, Six Hundred Fourty-Two Thousand Twenty-Two and 95/100 Dollars.

5. Deliverables to be provided under this Task Order are noted under each of the sub task items noted above.

CITY	CONSULTANT
	
Signature	Signature
	Drew T. Davis
Name (Printed or Typed)	Name (Printed or Typed)
	6/9/2022
Date	Date

Attachment B

CHANGE ORDER___.

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):

_____.

3. Change in Consultant's Compensation:

_____.

All other terms and conditions remain unchanged.

CITY	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____

Attachment C **TASK ORDER 01**

This Task Order is made this the___ day of _____, 2022_, by and between The City of Mobile _____ ("City") and _Volkert, Inc._____("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ___ day of _____, 2022, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is __2022-2045-03__. The Consultant Job Number for this Task Order is __T.O.XX_____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

3. The Project Schedule is as follows:

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

CITY	**CONSULTANT**
_____	_____
Signature	**Signature**
_____	_____
Name (Printed or Typed)	**Name (Printed or Typed)**
_____	_____
Date	**Date**

Attachment D
Brookley By the Bay Hourly Rate Schedule

POSITION	BILLING RATE W/O DIRECTS
Principal	$242
Supervisor	$246
Project Manager	$210
Staff 2 Engineer	$173
Staff 1 Engineer	$113
Environmental	$172
Senior Designer	$130
Designer	$120
Technician	$119
Drafter	$78
Bridge Inspector 2	$136
Bridge Inspector 1	$126
Administrative Assistant	$89
2-Man Survey Crew	$135
3-Man Survey Crew	$215
4-Man Survey Crew	$243
CEI Project Manager	$111
CEI Senior Inspector	$87
CEI Level 2 Inspector	$72
CEI Level 1 Inspector	$57

The rates listed above are for the year 2022. These rates shall be updated annually to account for changes in audited overhead and employee salaries.

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

SUMMARY OF PROFESSIONAL SERVICE FEE PROPOSAL			
TASK ORDER NO 1. - MASTERPLANNING, COMMUNITY ENGAGEMENT, GEOTECHNICAL, WETLAND DELINEATION			
SUBTASK	**SERVICE DESCRIPTION**		**TOTAL COST**
A	**TOTAL KICKOFF AND MOBILIZATION COST**	→	**$ 12,881.49**
B	**TOTAL EXISTING CONDITIONS ANALYSIS COST**	→	**$ 67,379.19**
C	**TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST**	→	**$ 180,071.19**
D	**TOTAL FINAL MASTERPLAN DEVELOPMENT COST**	→	**$ 109,994.89**
E	**TOTAL COMMUNITY ENGAGEMENT AND WORKSHOPS COST**	→	**$ 161,162.59**
F	**TOTAL COST ESTIMATING COST**	→	**$ 20,580.00**
G	**TOTAL GEO-TECHNICAL SERVICES COST**	→	**$ 58,300.00**
H	**TOTAL WETLAND DELINEATION COST**	→	**$ 6,833.60**
I	**TOTAL ENVIRONMENTAL COORDINATION COST**	→	**$ 24,820.00**
	TOTAL TASK ORDER 1 PROFESSIONAL SERVICES COST		**$642,022.95**

TASK	TASK A - MAN-HOUR ESTIMATE							
A	KICK OFF AND MOBILIZATION	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
A-1	Kick off & Owner Coordination Meetings	4	4					3
A-2	Project Managemnet Plan & Phase 1 Schedule		2	2				1
A-3	Compile available mapping, utilities, and environmental studies	2	2	4				1
	TOTAL PRELIMINARY MAN-HOURS →	**6**	**8**	**6**	**0**	**0**	**0**	**5**

TASK	KICKOFF AND MOBILIZATION- PROPOSED FEE				
A	KICKOFF AND MOBILIZATION	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	6	$ 210.00	$	1,260.00
	Staff 2 Engineer - Roadway	8	$ 173.00	$	1,384.00
	Staff 1 Engineer - Roadway	6	$ 113.00	$	678.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Technican	0	$ 119.00	$	-
	Drafter	0	$ 78.00	$	-
	Adminstrative Assistant	5	$ 89.00	$	445.00
	TOTAL DIRECT LABOR →			**$**	**3,767.00**
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**	**Mileage Cost**
		2	16.8	$ 0.58	$ 19.49
	TOTAL OUT OF POCKET COST →			**$**	**19.49**
SUB-CONSULTANTS					
A	**SCAPE - KICKOFF AND MOBILIZATION**			$	9,095.00
	SUBTOTAL SUBCONSULTANT COST			**$**	**9,095.00**
	TOTAL KICKOFF AND MOBILIZATION COST →			**$**	**12,881.49**

TASK	TASK B - MAN-HOUR ESTIMATE							
B	EXISTING CONDITIONS ANALYSIS	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
B-1	Coordinate aggregation of existing conditions data and development of existing conditions package	3	6	12	0			4
B-2	Prepare for and attend stakeholder meetings	16	16	16	0			4
B-3	Prepare for and attend presentations with the City	6	6	6	0			4
B-4	Project Management and QA reviews	6						
	TOTAL PRELIMINARY MAN-HOURS →	**31**	**28**	**34**	**0**	**0**	**0**	**12**

TASK	EXISTING CONDITIONS ANALYSIS- PROPOSED FEE				
B	EXISTING CONDITIONS ANALYSIS	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	31	$ 210.00	$	6,510.00
	Staff 2 Engineer - Roadway	28	$ 173.00	$	4,844.00
	Staff 1 Engineer - Roadway	34	$ 113.00	$	3,842.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Technican	0	$ 119.00	$	-
	Drafter	0	$ 78.00	$	-
	Adminstrative Assistant	12	$ 89.00	$	1,068.00
	TOTAL DIRECT LABOR →			**$**	**16,264.00**
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**	**Mileage Cost**
		2	16.8	$ 0.58	$ 19.49
	TOTAL OUT OF POCKET COST →			**$**	**19.49**
SUB-CONSULTANTS					
B	**SCAPE - EXISTING CONDITIONS ANALYSIS**			$	51,095.70
	SUBTOTAL SUBCONSULTANT COST			**$**	**51,095.70**
	TOTAL EXISTING CONDITIONS ANALYSIS COST →			**$**	**67,379.19**

TASK	TASK C - MAN-HOUR ESTIMATE							
C	MASTERPLAN ALTERNATIVES DEVELOPMENT	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
C-1	Review project goals and objectives	2	2	2				
C-2	review project precedents	2	2	2				
C-3	System diagrams addressing circulation, programming, and stormwater management	2	12	16			12	
C-4	Develop Four (4) Concept Diagrams	2	16	24			18	
C-5	Develop Executive Summary Narrative	2						
C-6	Additional Support diagrams	2	8				18	
C-7	Meeting Presentations	8	8	8				12
C-8	Weekly Coordination Meetings	12	12					12
C-9	Project Management and QA Reviews	10						
	TOTAL MASTEPLAN ALTERNATIVE MAN-HOURS →	**42**	**60**	**52**	**0**	**0**	**48**	**24**

TASK	MASTERPLAN ALTERNATIVES DEVELOMENT- PROPOSED FEE			
C	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate	COST
	Labor Costs			
	Project Manager	42	$ 210.00	$ 8,820.00
	Staff 2 Engineer - Roadway	60	$ 173.00	$ 10,380.00
	Staff 1 Engineer - Roadway	52	$ 113.00	$ 5,876.00
	Environmental Engineer / Scientist	0	$ 172.00	$ -
	Drafter	48	$ 78.00	$ 3,744.00
	Adminstrative Assistant	24	$ 89.00	$ 2,136.00
	TOTAL DIRECT LABOR →			**$ 30,956.00**
	Out of Pocket Costs			
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips** 2	**Miles** 16.8	**Mileage Rate** $ 0.58 / **Mileage Cost** $ 19.49
	TOTAL OUT OF POCKET COST →			**$ 19.49**
	SUB-CONSULTANTS			
C	**SCAPE - MASTERPLAN ALTERNATIVES DEVELOPMENT**			$ 149,095.70
	SUBTOTAL SUBCONSULTANT COST			**$ 149,095.70**
	TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST →			**$ 180,071.19**

TASK	TASK D - MAN-HOUR ESTIMATE							
D	FINAL MASTERPLAN	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
D-1	Establish Preferred Alternative	2	2	2				
D-2	Develop Phasing, implrementation, and funding recommendations for the preferred alternative	2	2	2				
D-3	Develop Final masterplan including executive summary, narrative, updated supporting materials	2	16	16			24	
D-4	Develop up to three (3) immersive views	2	6				24	
D-5	Meeting Presentations	6	6	6				6
D-6	Weekly Coordination Meetings	6	6					6
D-7	Project Management and QA reviews	6						
	TOTAL FINAL MASTERPLAN MAN-HOURS →	**26**	**38**	**26**	**0**	**0**	**48**	**12**

TASK	FINAL MASTERPLAN DEVELOMENT- PROPOSED FEE				
D	FINAL MASTERPLAN DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	26	$ 210.00	$ 5,460.00	
	Staff 2 Engineer - Roadway	38	$ 173.00	$ 6,574.00	
	Staff 1 Engineer - Roadway	26	$ 113.00	$ 2,938.00	
	Environmental Engineer / Scientist	0	$ 172.00	$ -	
	Technican	0	$ 119.00	$ -	
	Drafter	48	$ 78.00	$ 3,744.00	
	Adminstrative Assistant	12	$ 89.00	$ 1,068.00	
	TOTAL DIRECT LABOR →			**$**	**19,784.00**
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**	**Mileage Cost**
		2	16.8	$ 0.58	$ 19.49
	TOTAL OUT OF POCKET COST →			**$**	**19.49**
	SUB-CONSULTANTS				
D	**SCAPE - FINAL MASTERPLAN DEVELOPMENT**			$	90,191.40
	SUBTOTAL SUBCONSULTANT COST			**$**	**90,191.40**
	TOTAL FINAL MASTERPLAN DEVELOPMENT COST →			**$**	**109,994.89**

TASK	TASK E - MAN-HOUR ESTIMATE							
E	FINAL MASTERPLAN	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
E-1	Task B Workshop I	12	12	12				
E-2	Task C Workshop II	12	12	12				
E-3	Task D Workshop III	12	12	12				
	TOTAL PRELIMINARY MAN-HOURS →	**36**	**36**	**36**	**0**	**0**	**0**	**0**

TASK	COMMUNITY ENGAGEMENT AND WORKSHOPS- PROPOSED FEE				
E	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	36	$ 210.00	$	7,560.00
	Staff 2 Engineer - Roadway	36	$ 173.00	$	6,228.00
	Staff 1 Engineer - Roadway	36	$ 113.00	$	4,068.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Technican	0	$ 119.00	$	-
	Drafter	0	$ 78.00	$	-
	Adminstrative Assistant	0	$ 89.00	$	-
	TOTAL DIRECT LABOR →			**$**	**17,856.00**
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**	**Mileage Cost**
		2	16.8	$ 0.58	$ 19.49
	TOTAL OUT OF POCKET COST →			**$**	**19.49**
	SUB-CONSULTANTS				
E	**SCAPE - COMMUNITY ENGAGEMENT**			$	113,287.10
E	**FREDDIE D. STOKES, ESQUIRE - COMMUNITY ENGAGEMENT**			$	30,000.00
	SUBTOTAL SUBCONSULTANT COST			**$**	**143,287.10**
	TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST →			**$**	**161,162.59**

TASK	TASK F - MAN-HOUR ESTIMATE							
F	Cost Estimating	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
F-1	Develop Order of Magnitude (OOM) for alternative masterplan elements	4	12	64				
F-2	Develop detailed cost estimate for Preferred Alternate	4	8	24				
F-3	Budgetting Meetings	6	6	6				
F-4	QA review of Cost Estimates	12						
	TOTAL COST ESTIMATING MAN-HOURS →	**26**	**26**	**94**	**0**	**0**	**0**	**0**

TASK	COST ESTIMATING- PROPOSED FEE				
F	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	26	$ 210.00	$	5,460.00
	Staff 2 Engineer - Roadway	26	$ 173.00	$	4,498.00
	Staff 1 Engineer - Roadway	94	$ 113.00	$	10,622.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Technican	0	$ 119.00	$	-
	Drafter	0	$ 78.00	$	-
	Adminstrative Assistant	0	$ 89.00	$	-
			TOTAL DIRECT LABOR →	**$**	**20,580.00**
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**	**Mileage Cost**
		0	0	$ 0.58	$ -
			TOTAL OUT OF POCKET COST →	**$**	**-**
			TOTAL COST ESTIMATING COST →	**$**	**20,580.00**

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	GEO-TECHNICAL SERVICES SUB-CONSULTANT (THOMPSON ENGINEERING)		
G	**GEO-TECHNICAL SERVICES**	**Cost**	
G-1	Soil Investigation and Site Geotechnical Report	$	58,300.00
	SUBTOTAL SUBCONSULTANT COST	**$**	**58,300.00**
	TOTALGEO-TECHNICAL SERVICES COST →	**$**	**58,300.00**

NTE

TASK	ENVIRONMENTAL PERMITTING ASSISTANCE - MAN-HOUR ESTIMATE									
H	ENVIRONMENT PERMITTING ASSISTANCE	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Staff 2 Engineer Structural	Staff 1 Engineer Structural	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
H-1	Review Soil Survey Information and Aerial mapping	2					4			
H-2	Field Investigation (Determine if Hydrology, hydrophytic vegetation, and or hydric soils are present	2					12			
H-3	Locate wetlands using handheld GPS unit and flag wetland boundary	2					12			
H-4	Complete Corps of Engineers Wetland Data Forms	2					4			
H-5	Request Corps of Engineers Verify the Wetland Jurisdictional Determination for the project area	1					8			
TOTAL CONSTRUCTION ADMINISTRATION MAN-HOURS		9	0	0	0	0	28	0	0	0

TASK	WETLAND DELINEATION AND JURISDICTIONAL DETERMINATION- PROPOSED FEE				
H	ENVIRONMENTAL PERMITTING ASSISTANCE	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	9	$ 210.00	$	1,890.00
	Staff 2 Engineer - Roadway	0	$ 173.00	$	-
	Staff 1 Engineer - Roadway	0	$ 113.00	$	-
	Staff 2 Engineer - Structural	0	$ 173.00	$	-
	Staff 1 Engineer - Structural	0	$ 113.00	$	-
	Environmental Engineer / Scientist	28	$ 172.00	$	4,816.00
	Technican	0	$ 119.00	$	-
	Drafter	0	$ 78.00	$	-
	Adminstrative Assistant	0	$ 89.00	$	-
	TOTAL DIRECT LABOR →			**$**	**6,706.00**
	Out of Pocket Costs				
	Travel Expenses (Gulf Shores office to Project Site) (55 Miles 1-way)	**Trips**	**Miles**	**Mileage Rate**	**Mileage Cost**
		2	110	$ 0.58	$ 127.60
	TOTAL OUT OF POCKET COST →			**$**	**127.60**
	TOTAL ENVIRONMENTAL PERMITTING ASSISTANCE COST →			**$**	**6,833.60**

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	ENVIRONMENTAL COORDINATION SUB-CONSULTANT (MOFFATT & NICHOL)		
I	**GEO-TECHNICAL SERVICES**	**Cost**	
I-1	ENVIRONMENTAL COORDINATION	$	24,820.00
	SUBTOTAL SUBCONSULTANT COST	**$**	**24,820.00**
	TOTALENVIRONMENTAL COORDINATION COST →	**$**	**24,820.00**

NTE

Client#: 25392 VOLKINCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2022

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

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

PRODUCER	CONTACT NAME: Sabrina Wynn	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 470-785-2254	FAX (A/C, No):
	E-MAIL ADDRESS: Sabrina.Wynn@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : Allied World Surplus Lines Ins	24319
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER: 21-22** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO013838007	11/01/2021	11/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP013837907	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC013838107	11/01/2021	11/01/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liab incl Poll. Liab.			03129811	07/28/2021	07/28/2022	Per Claim $1,000,000 Aggregate $1,000,000	

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

Re: Brookley By the Bay.

City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will provide 30 days' written notice (except 10 days for nonpayment of premium) (See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
205 Government Street
2nd Floor - South Tower
Mobile, AL 36602-0001

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

to the Certificate Holder.

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP013837907	11/01/2021	11/01/2022	11/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP013837907	11/01/2021	11/01/2022	11/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO013838007	11/01/2021	11/01/2022	11/01/2021	35266000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO013838007	Effective Date: 11/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO013838007	11/01/2021	11/01/2022	11/01/2021		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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

As per written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement WC013838107 Effective Policy No. 11/01/2021 Endorsement No.

Insured Volkert, Inc. Premium $

Insurance Company Countersigned by _____

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Volkert, Inc.
Address	1110 Montlimar Drive, Suite 1050 Mobile, AL 36670-0434
Telephone	251-342-1070
E-Mail	drew.davis@volkert.com

RFP/RFQ Solicitation Number	2022-2045-03
Project Description	
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 911 Female 316 Minority 239 Non-minority 988 SDVO _____ Total #of Employees 1,227

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew T. Davis, PE, ENV SP

Signature: _____ Date: 4/4/2022

Title: Vice President

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

Name: Andrew James, PE Title: Project Manager

Email: andrew.james@volkert.com Phone: 251-968-7551 X 1457

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Volkert, Inc. Your Bid/Proposal Amount $ T.O. 001 $642,022.95 Date:

6 / 14 / 2022 Description Brookley By the Bay Project No. 2022-2045-03

Name of Bidder/Proposer: Volkert, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
SCAPE Landscape Arch.	xxx	Master Plan/Design	$412,764.90	64.2%	YES (LA)	
Thompson Engineering	xxx	Geotechnical/Survey	$58,300	9.1%	NO	
Moffatt and Nichol	xxx	Environmental coordination	$24,820	3.8%	NO	
Gant Group & Assoc.	xxx	Architecture	Not in this phase	3.8%	YES	
Freddie Stokes, ESQ	xxx	Community Engagement	$30,000	4.6%	YES	

*We will work with the City to meet any DBE Goals associated with this project.

Form 2: Good Faith Effort Documentation

Name of Bidder: Volkert, Inc.

Contact Person: Andrew James, PE, Project Manager Phone 251-968-7551 X 1457 Email andrew.james@volkert.com

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

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

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

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

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

_____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Thomas A. Hand (affiant) who, being duly sworn says as follows:

President/CEO of Volkert, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for Volkert, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Volkert, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558.

Thomas A. Hand

CEO of Volkert, Inc.

Sworn to and subscribed before me this the 13 day of June, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Landra S. Day

Signature and Seal of Notary Public

STATE OF ALABAMA NOTARY PUBLIC
LANDRA S. DAY
My Commission Expires
October 9, 2022

LANDRA S. DAY NOTARY PUBLIC STATE OF ALABAMA

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Ricardo Woods, Legal Dept.

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To settle a claim on personal property damage.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	6/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	6/9/2022 - 2:48 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 3:37 PM
Legal	Kern, Chris	Approved	6/9/2022 - 2:48 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, a settlement agreement and release of claims arising out of the claim of Megan Anderson and Flagship Credit for personal property damage, a copy of which settlement agreement will be filed in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

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 Vernon Demetrius King

Amount of Contract:

n/a

Effective Date of Contract:

6/28/2022

Funding Source

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

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 - King	Resolution Letter	6/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/16/2022 - 9:33 AM
			6/16/2022 -

Legal	Kern, Chris	Approved	10:27 AM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:55 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 and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Vernon Demetrius King, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D014\P005\00108167.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:6/21/2022

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 9:16 AM

RESOLUTION

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

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Sharon O. Lockett individually or on behalf of Brown's Nonemergency Medical Transportation Service, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Sharon O. Lockett

Business Address: 3675 Riverwood Dr, Theodore, AL 36582

Telephone: (251)454-5125 Trade Name

Business Information

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

Birthdate: 8/30/1964 SSN:

Residence Address:

3675 Riverwood Dr, Theodore, AL 36582

Address City State Zip code

Telephone Number: (251)454-5125 Driver's License #:

Residing in Mobile County: Years: 56 Months: 6

U.S. Citizenship: Yes ✓ No

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ___/____/____
(Alien # or Admission # _____)

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

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

Business Address: 3675 Riverwood Dr, Theodore, AL 36582
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Myself only	President		

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

Name	Date	Amount	Location	Disposition
NONE				

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

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

Location of terminal/depot or stand & stables: Wheelchair Accessable Van's

What will be your days and hours of operation? M-S 7am - 6pm

How many vehicles (~~carriages~~) do you intend to operate? 3 - Plan to buy Nicholus Transporter Business
(Note: carriages are limited to a maximum of ten carriages)
May buy 1 or 2 more latter.

Vehicle Description:

Make: Dodge	Year: 2015	Model: Caravan
Make: Dodge	Year: 2008	Model: Town & Country
Make: Ford	Year: 2006	Model: E250

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

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

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Shawn A. Lockett

Applicant's Signature

NAME OF ENTITY:

BROWN'S NON-EMERGENCY MEDICAL TRANSPORTATION SERVICE

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6th **DAY OF** JUNE, **20** 22

TRAVIS GUEST
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 04-09-2023

Travis Guest

Notary Public

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

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

NAME: Sharon D. Lockett

Date of Birth: 8/30/1964 Security #: 423-84-2874

Present Address 3675 Riverwood Dr, Theodore, AL 36582

Home Phone Number: (251) 454-5125 Work Phone Number: (251) 454-5125

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

Present Employer and Address: U.S. post OFFICE

Present Position/Title: Letter Carrier

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

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
NONE			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
NONE

Give nature of all transactions or acts giving rise to these judgements.
NONE

Give name and location of court in which judgements were entered and date entered.
NONE

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

Sharon D. Lockett
Signature

6/6/2022
Date Signed

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Sharon O. LOCKETT

Nickname(s) or Maiden Name: None

Current Address: 3675 RIVERWOOD Dr, Theodore, AL 36582

Previous Address: 1908 Sandalwood Dr, Mobile, AL 36618

Personal Description:

Height: 5'6

Weight: 148

Hair Color: Black

Eye Color: Brown

Social Security Number:

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

Sharon O. Lockett

Signature

6/6/2022

Date signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	LOCKETT, SHARON ONEAL		
Address:	3675 RIVERWOOD DRIVE THEODORE ALABAMA 36582	**Nick Name:**	
Phone:	___-___-____		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	8/30/1964
Sex:	F	**Age:**	57
Weight:	150	**Eyes:**	BROWN
Height:	5'06"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL :**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY:
DATE: 6/6/2022

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 423-84-2874

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
212090239401	2120902394	9/19/2012	LOCKETT, SHARON ONEAL	8/30/1964	UNKNOWN LOCATION UNKNOWN,	MOSLEY, B S	CONV	METRO JAIL MOBILE,	HARASSMENT

1 Records Selected