AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, May 28, 2024, 10:30 AM

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

   Public Safety Chaplain Bobby Morton
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   May 21, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Kim Hall for a waiver of the Noise Ordinance at 2051 Clemente Court on June 1, 2024, from 4:00 p.m. - 10:00 p.m. (District 1).

    Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road, Suite 1, on June 7, 2024, from 6:00 p.m. - 9:00 p.m. (District 1).

    Request of Eva Henderson for a waiver of the Noise Ordinance at 1108 Spring Hill Avenue on July 8, 2024, from 7:00 p.m. - 10:00 p.m. (District 2).

    Request of Carol Bryant for a waiver of the Noise Ordinance at Newhouse Park on September 14, 2024, from 10:00 a.m. - 3:00 p.m. (District 3).
11. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 2257 Clinton Street a public nuisance

and order it demolished (District 1).

Public hearing to declare the structure at 2017 Selman Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 557 Dauphin Island Parkway a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1053 Rotterdam Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 5671 Bob Street a public nuisance and order it demolished (District 4).

Public hearing to fix costs for demolition of the structure at 1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue; $10,000.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1111 Springhill Avenue, f/k/a 1110 Oak Street; $8,700.00 (District 2).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Marcus Mitchell - Inform the Council about The Summer Library Celebration on June 1, 2024, at the Mobile Public Library

Sabrina Mass - Questions about the Kenyen Brown report and the killings in Mobile by Mobile Police Department.

Rena Chapa - Comments about the Chief Prine investigation and the Mobile Police Department.

Carolina Dallas - Comments about a resolution in the Jawan Dallas case.

James Jackson, Jr. - Concerns about the safety of all taxpaying citizens from police brutality and fraudulent acts. Transparency from the Administration.

Alex Lofton, II - Questions about the problematic areas of the Kenyen Brown report regarding police misconduct and behavior.

Cedric Myles - Questions about the results of the MPD Citizen Satisfaction Survey.

Estella Trotter - Concerns about the City not enforcing city codes at the Mobile Housing Authority.

Laurie Hunter - Comments about the recovery agreement with the Mobile Housing Authority.

Reggie Hill - Fitness for duty, and Parks & Rec. Dept.

13. ORDINANCES HELD OVER

64-034 Consider modification of a previously approved Planned Unit Development for property located at 145, 151, 176, 195, 350, and 400 Dunlap Drive (sponsored by Councilmember Carroll).

34-035 Ordinance to amend Chapter 34 "Licenses and Taxation" of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Rick Moore, Finance Dept.).

14. CIP RESOLUTIONS HELD OVER

09-455 Transfer funds from Capital Project Greenway Trail to Grant Fund Greenway Trail; $200,000.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

15. RESOLUTIONS HELD OVER

01-457 Authorize agreement with Community of Mobile, Inc. for CIP Old Shell Road Overpass (D1) $250,000.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-458 Amend agreement with First Transit, Inc. for management of Wave Transit, Inc.; $3,011,631.00 (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

08-459 Approve purchase order to Autonation Ford Mobile for 5 Ford Bronco SUVs for Municipal Enforcement; $151,450.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-460 Approve purchase order to Dana Safety Supply, Inc. for 18 Chevrolet Tahoe SUVs for MFRD; $180,746.64 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-461 Approve purchase order to Graybar Electric Co., Inc. for 100 luminaires for Traffic Engineering; $103, 208.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-462 Approve purchase order to Gulf Coast Truck & Equipment Co., Inc. for 3 trash shuttle trucks; $342,114.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-463 Approve purchase order to Sansom Equipment Co., Inc. for street sweepers for Public Services; $665,156.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-464 Approve purchase order to Sunbelt Fire, Inc. for leather fire boots and fire helmets for MFRD; $23,010.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-465 Approve purchase order to Truck Equipment Sales, Inc. for Ford F250 extended-cab trucks for Facilities Maintenance; $238,080.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-466 Authorize contract with John G. Walton Construction Company, Inc. for western Bayfront Resurfacing; $1,569,107.77 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21-467 Authorize contract with Courtney Nall-McCulley to provide psychological and fitness-for-duty evaluations; $20,000.00 per year (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

37-468 Consider the application of Nasia Pope for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service (submitted by Lisa C. Lambert, City Clerk).

60-473 Set the scope and topics for investigation into public allegations made by Mobile Police Chief Paul Prine and naming special counsel to conduct investigation (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

16. ORDINANCES BEING INTRODUCED

88-036 Ordinance donating certain City property to the City's Affordable Housing Program and authorizing the sale (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

17. CONSENT RESOLUTIONS BEING INTRODUCED

31-474 Authorize the Mayor to apply, accept, and receive a grant from the American Society for the Prevention of Cruelty to Animals for Capacity Building Disaster Grant; $25,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Robert Bryant, Animal Services Dept.).

40-475 Declare the structure at 2257 Clinton Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-476 Declare the structure at 2017 Selman Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-477 Declare the structure at 557 Dauphin Island Parkway a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-478 Declare the structure at 1053 Rotterdam Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-479 Declare the structure at 5671 Bob Street a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-480 Fix costs for demolition of the structure at 1107 and 1109 Springhill

Avenue, f/k/a 1111 Springhill Avenue (sponsored by Councilmember Carroll).

40-481 Fix costs for demolition of the structure at 1111 Springhill Avenue, f/k/a 1110 Oak Street (sponsored by Councilmember Carroll).

60-482 Determine an appropriation to ACF Metro Mobile Chefs & Cooks Association serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-483 Determine an appropriation to Trinity Garden Falcons Athletics serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-484 Determine an appropriation to Gulf Coast Caribbean Carnival Association serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-485 Determine an appropriation to Lexington Homeowners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

18. CIP RESOLUTIONS BEING INTRODUCED

21-486 Authorize contract with H. O. Weaver & Sons, Inc. for 2024 CIP Resurfacing, Districts 6 & 7; $2,789,867.36 (sponsored by Councilmembers Woods & Gregory and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

19. RESOLUTIONS BEING INTRODUCED

08-487 Approve purchase order to Classic Paint & Body, Inc. for damage repair to fire pumper truck; $21,115.96 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-488 Approve purchase order to Stivers Chrysler Dodge Jeep Ram for crew cab pickup truck for Traffic Engineering; $40,452.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-489 Approve purchase order to UKG Kronos Systems, LLC for annual renewal of software for MFRD; $18,420.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-490 Approve purchase order to Wisperkool for portable HVAC unit for Tennis Center; $51,720.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-491 Re-allocate $1,000,000.00 in the Capital Improvement Fund to Capital Project Langan Park Lake Dredging (sponsored by Mayor Stimpson) (submitted by Relya Gill McMillian, Capital Projects).

09-492 Re-allocate $600,000.00 from Capital Improvement Reserve to Capital Project Springhill Court and Springhill Ave. Site Improvement (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-493 Authorize contract with Best Price Services, LLC for ROW mowing, Zeigler Blvd. (sponsored by Mayor Stimpson (submitted by Marc Vassallo, Public Services Dept.).

21-494 Authorize contract with Geotechnical Engineering Testing, Inc. for Western Bayfront resurfacing; $38,600.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-495 Authorize contract with SPV Associates, Inc., d/b/a OnIndus for eBuilder; $200,125.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-496 Authorize contract with The Peninsula of Mobile, Inc. for the FY23 Hurricane Response Debris Removal Grant; $30,000.00 (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

21-497 Authorize contract with USA Industrial Medicine for employee physical exams; NTE $100,000.00 per year (sponsored by Mayor Stimpson) (submitted by Daniel Davis, Risk Mgmt.).

25-498 Grant a permanent easement to Alabama Power to provide new underground service to Lavretta Park (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept., and Carleen Stout-Clark, REAM Dept.).

31-499 Authorize the Mayor to apply, accept, and receive a grant to the Alabama Department of Transportation for FY 2025 Transportation Alternatives Set-Aside Program grant; $800,000.00 ($200,000.00 match requirement) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

60-500 Authorize Settlement Agreement and Release of Claims; Nelson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 9:23 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 11:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/22/2024 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/22/2024 - 2:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/22/2024 - 2:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/22/2024 - 2:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 9:29 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 10:54 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 11:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 2:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 11:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 11:20 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 11:22 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/22/2024 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/22/2024 - 1:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/22/2024 - 2:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/22/2024 - 2:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/23/2024 - 10:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/23/2024 - 10:48 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/23/2024 - 10:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Communications and External Affairs	Leverette, Tiereney	Approved	5/23/2024 - 12:54 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/23/2024 - 4:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

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	5/23/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 2:45 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 5/28 Agenda
Date: Thursday, May 23, 2024 1:21:23 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. This is a formal request to be added to the next week's Agenda.

I will address the following:

* Fitness for Duty (21-467)
* MPRD (Summer Camps; Facility Usage/Accessibility; Upgrades/Enhancements)

Thank you for your attention to this matter and the efforts of the City Clerk's Office!

Kindest Regards,

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

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	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 12:50 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
145, 151, 176, 195, 350, and 400 Dunlap Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 16, 2024**, a public hearing will be held on the **21st** day of **May, 2024**, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 145, 151, 176, 195, 350, and 400 Dunlap Drive.

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on July 20, 2023 to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites on property located 145, 151, 176, 195, 350, & 400 Dunlap Drive and described as follows:

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE

OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF

167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

WHEREAS, the owner of said property applied for a Major Modification of the PUD on February 23, 2024 to allow multiple buildings on multiple parcels, with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and

H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the **21st** day of **May, 2024**, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the **24th** day of **April, 2024** in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 145, 151, 176, 195, 350, & 400 Dunlap Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on July 20, 2023. The owner of said property has applied for a Major Modification of the PUD to allow multiple buildings on multiple parcels, with shared access and parking. If approved, the major modification will allow multiple buildings on multiple parcels, with shared access and parking subject to the following proposed conditions: 1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive; 2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording); 3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees); 4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas; 5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b); 6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection; 7. Compliance with all Engineering comments noted in the staff report; 8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report; 9. Compliance with all Urban Forestry comments noted in the staff report; 10. Compliance with all Fire Department comments noted in the staff report; 11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and 12. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on July 20, 2023 to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites on property located 145, 151, 176, 195, 350, & 400 Dunlap Drive and described as follows:

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL;

THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

WHEREAS, the owner of said property applied for a Major Modification of the PUD on February 23, 2024 to allow multiple buildings on multiple parcels, with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;

F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. 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

Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
145, 151, 176, 195, 350, & 400 Dunlap Drive
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 11, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 21, 2024 considered the request of Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow multiple buildings on multiple parcels, with shared access and parking for the property located at 145, 151, 176, 195, 350, & 400 Dunlap Drive.

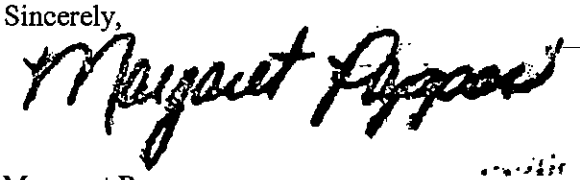
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;

11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. 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
April 11, 2024

Joey Nunally
Austal USA
100 Austal Way
Mobile, Alabama 36602

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

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

At its meeting on March 21, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The Request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads; and
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

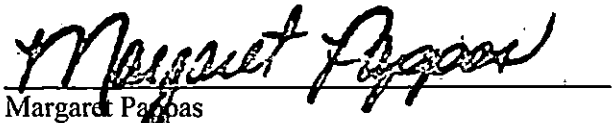
The advertising fee for this application based on the current legal description is $999.78 Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and 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
Deputy Director of Planning and Zoning

LEGAL DESCRIPTIONS

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A

POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION (TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

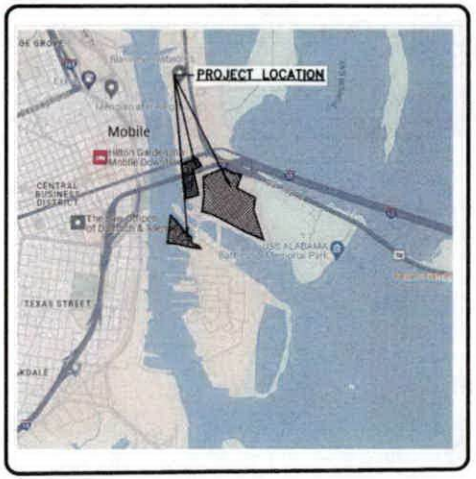
ADDRESS: 100 AUSTAL WAY MOBILE, AL 36602

FEBRUARY, 2024

VICINITY MAP

N

N.T.S.



VICINITY MAP

PARKING DATA	
SPACES REQUIRED	1,594
SPACES PROVIDED	2,687
OMITTED SPACES DUE TO BRIDGE CONSTRUCTION	650
PROPOSED TEMPORARY PARKING SPACES	693
FUTURE PARKING SPACES	534

LANDSCAPE REQUIREMENTS

TOTAL AREA = 5,489,523 SQ. FT.

MULTIPLY BY = 12%

TOTAL LANDSCAPED AREA REQUIRED = 1,000,000 SQ. FT. ±

FRONT YARD ROAD FRONTAGE = 5025 L.F. DIVIDED BY 30 FT. = 160 HERITAGE TREES REQUIRED
164 HERITAGE TREES PRESENTLY ON SITE

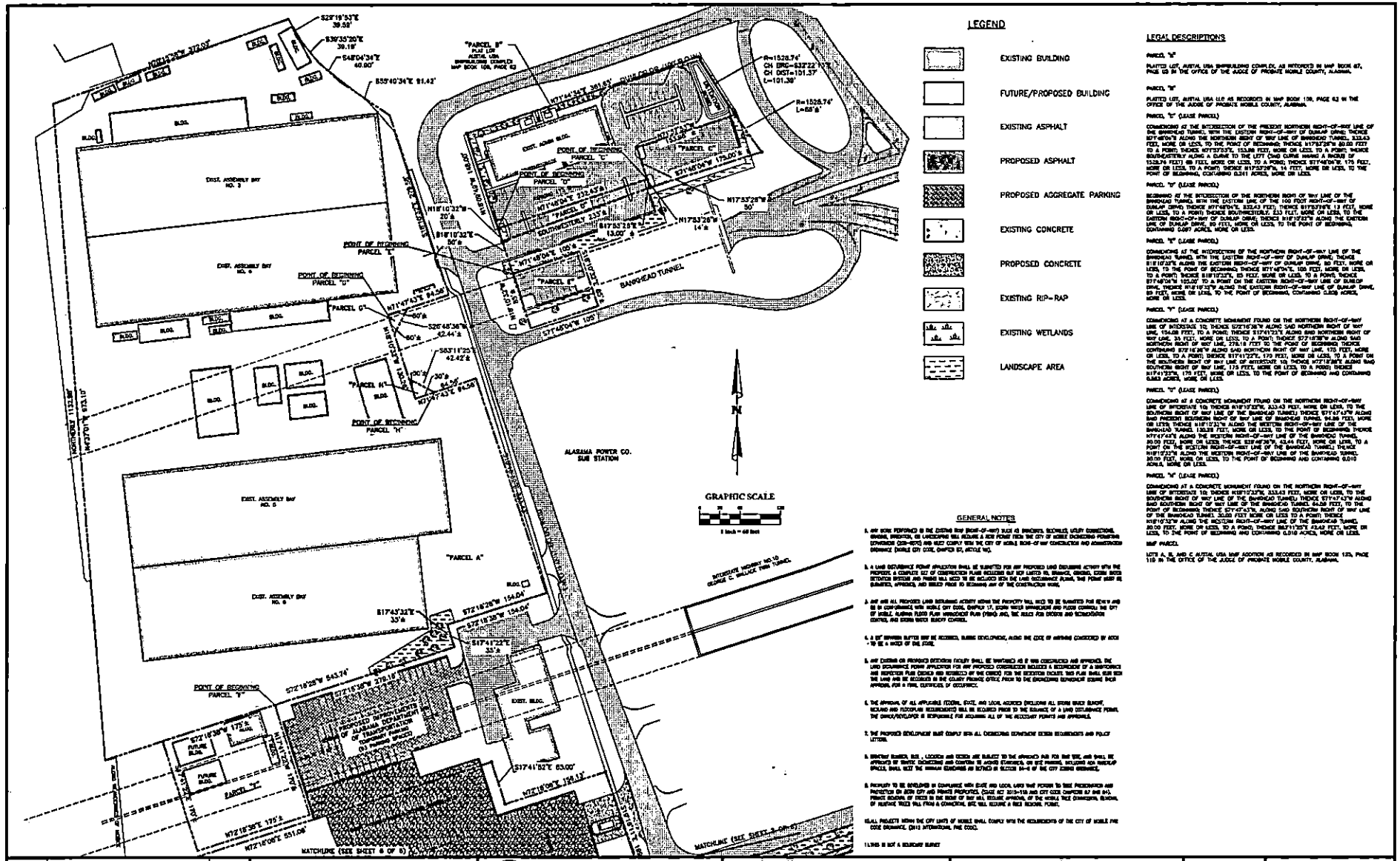
PROPERTY NOT FRONTING ROAD = 10,303 L.F. DIVIDED BY 30 FT. = 203 UNDER STORY TREES REQUIRED

TOTAL PARKING SPACES PROVIDED = 2,687 DIVIDED BY 20 = 134 UNDER STORY TREES REQUIRED

TOTAL AREA OF HARRISON PROPERTY = 603,451 SQ. FT. (13.85 ACRES ±)
(PROPOSED EXEMPT FROM LANDSCAPE REQUIREMENTS)

NOTE: ANTICIPATED TREE REMOVAL DURING BRIDGE CONSTRUCTION – 19 HERITAGE TREES

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900



NUMBER:	REVISION:	DATE:

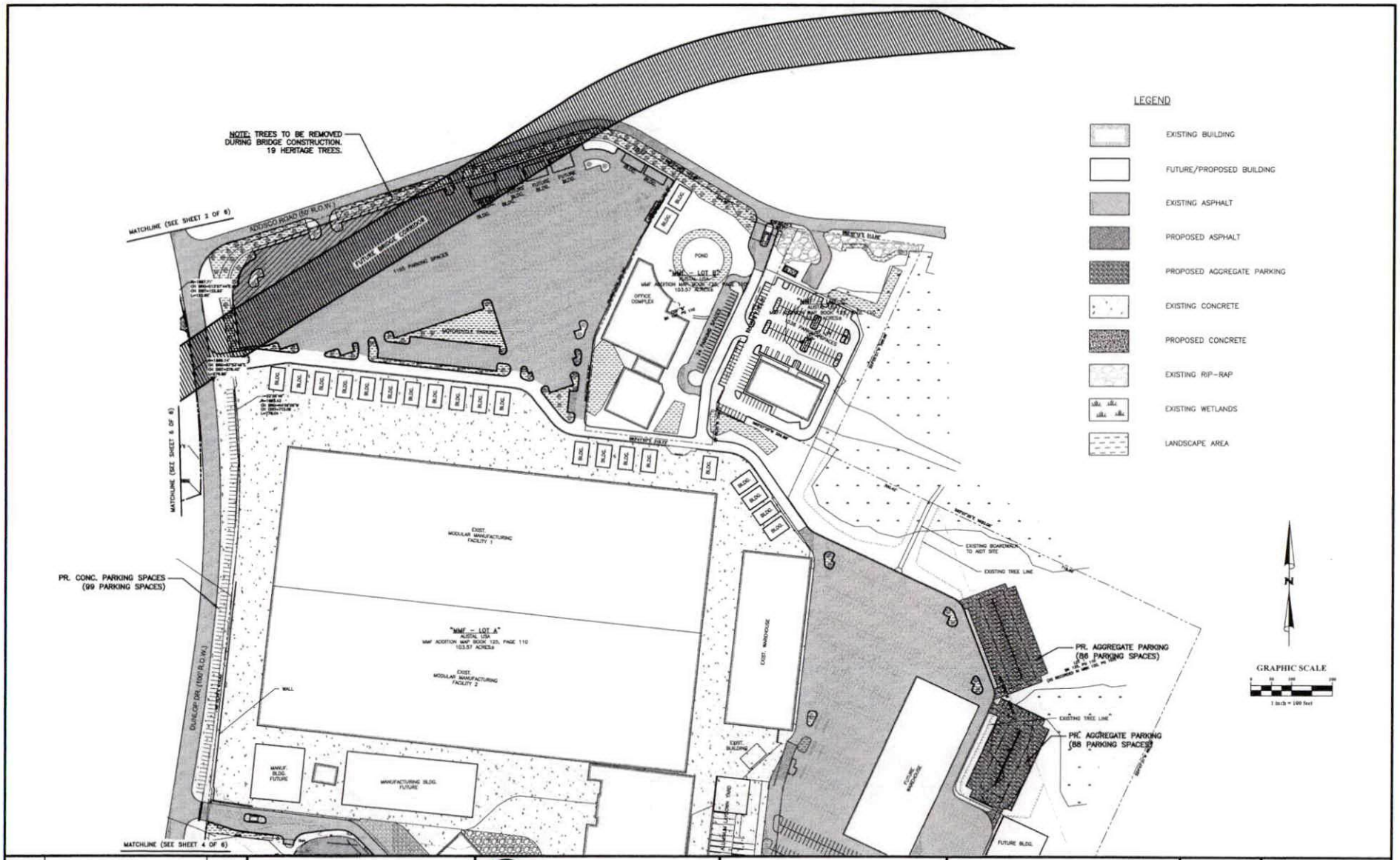
awgrass
ENGINEERING • SURVEYING • CONSTRUCTION MANAGEMENT

SHEET 2

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	April 10, 2024
DRAWN BY:	J.M.
CHECKED BY:	B.D.
SHEET:	2 OF 6

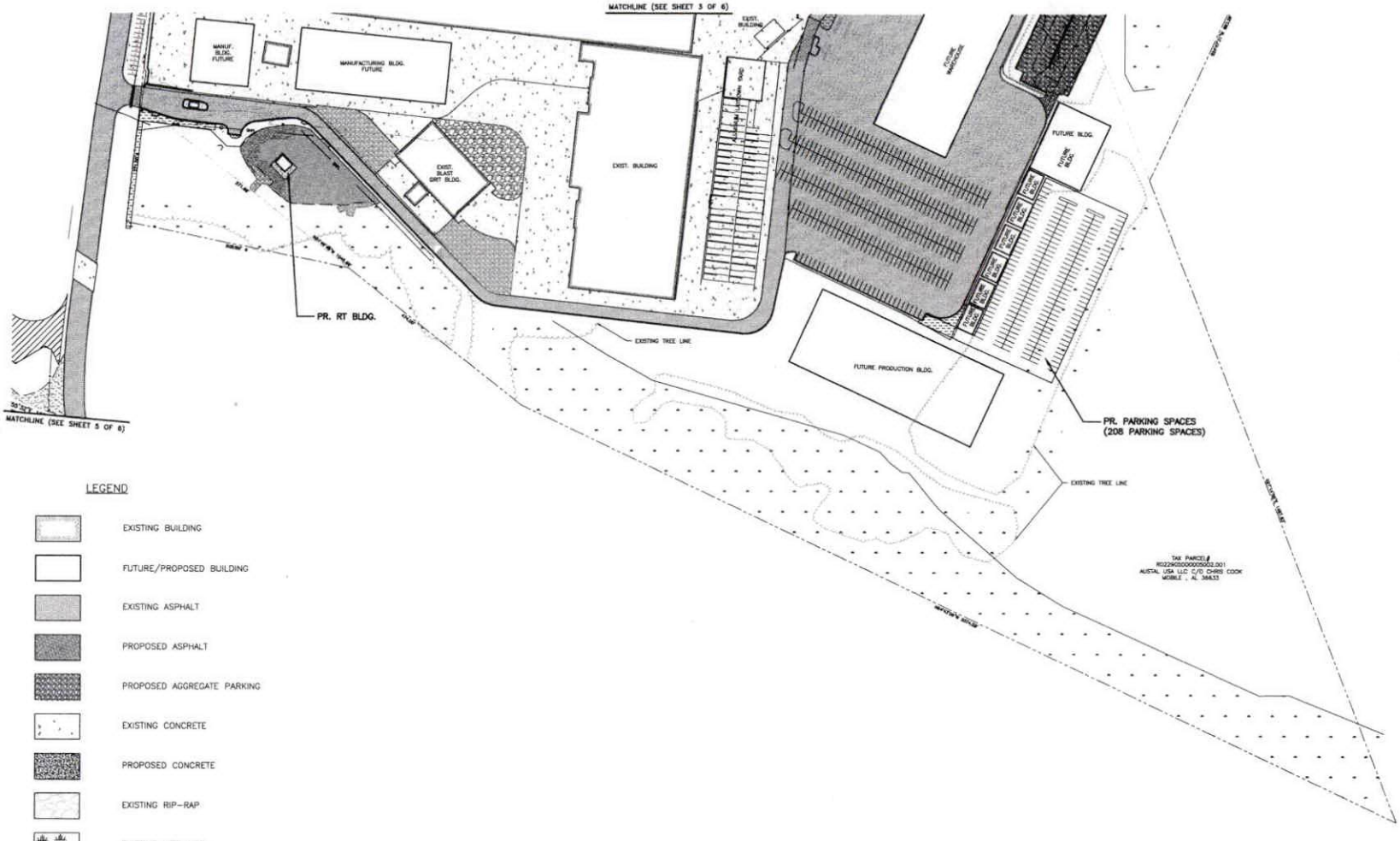


NUMBER:	REVISION:	DATE:

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Bgt. E. I. "Beurle" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7800

SHEET 3
AUSTAL PUD MODIFICATION
AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	3 OF 6



NUMBER:	REVISION:	DATE:

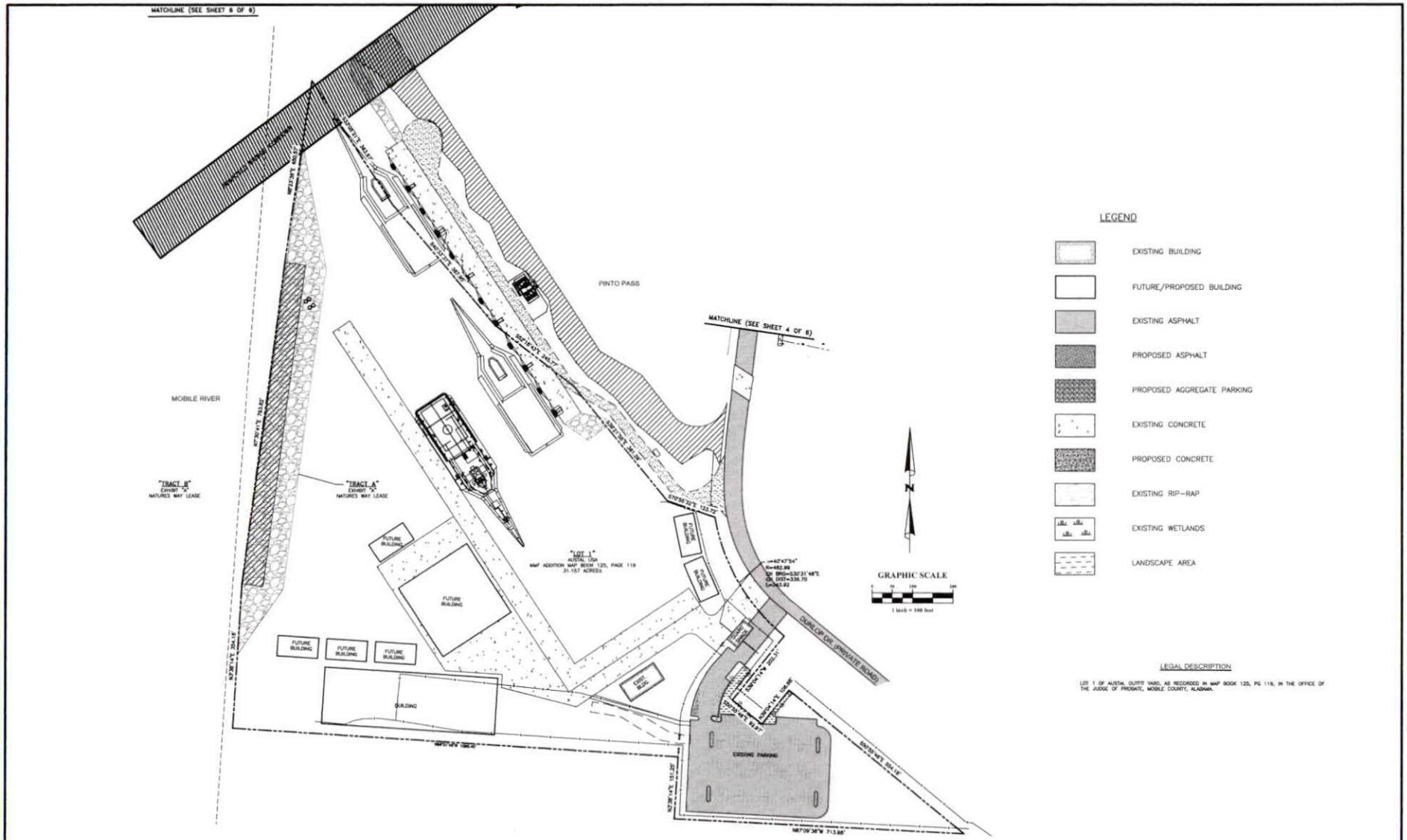
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

SHEET 4

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	4 OF 6



NUMBER:	REVISION:	DATE:

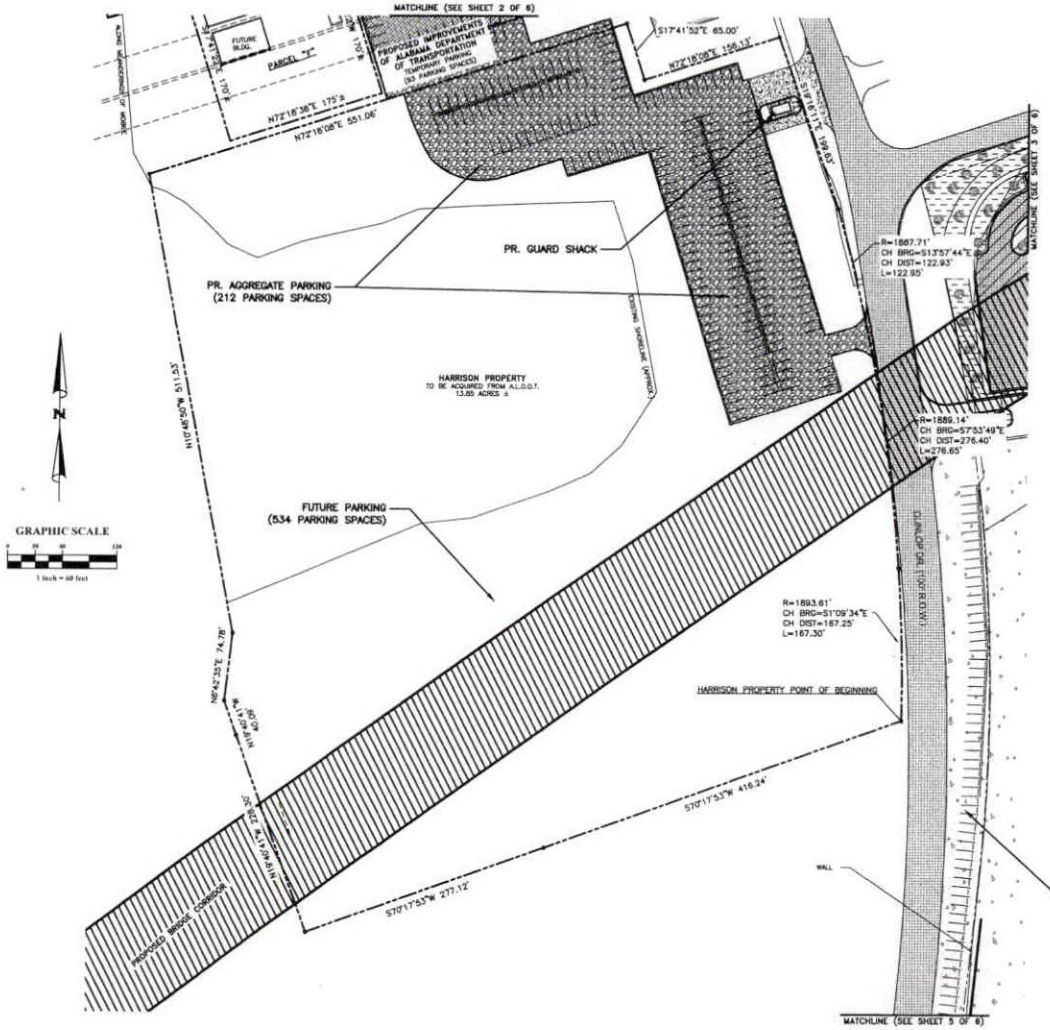
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. S. I. "Bernie" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 5

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	5 OF 6



HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT)

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LP 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 382 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 131 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N18°40'41"W, 228.90 FEET TO A POINT; THENCE N18°40'41"W, 40.08 FEET TO A POINT; THENCE N8°42'35"E, 74.78 FEET TO A POINT; THENCE N18°40'36"W, 515.53 FEET TO A POINT; THENCE N72°18'38"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'08"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.93 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°39'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS.

LEGEND

- EXISTING BUILDING
- FUTURE/PROPOSED BUILDING
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED AGGREGATE PARKING
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING RIP-RAP
- EXISTING WETLANDS
- LANDSCAPE AREA

NUMBER:	REVISION:	DATE:

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30675 Sgt. S. L. "Beale" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 6

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	6 OF 6

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

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, by 2:00 p.m. on Wednesday, March 20, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

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, by 2:00 p.m. on Wednesday, March 20, 2024, 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 proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Joey Nunally	Stephen Delahunty PE
Firm:	Austal USA	Sawgrass Consulting
Phone:	251-318-7053	251-753-5212
Email:	joey.nunally@austalusa.com	sdelahunty@sawgrassllc.com
Address:	100 Austal Way Mobile, AL 36602	30673 Sgt El Boots Thomas Drive Spanish Fort, AL 36527

	Owner	Design Professional
Name:	Joey Nunally	Stephen Delahunty PE
Firm:	Austal USA	Sawgrass Consulting
Phone:	251-318-7053	251-753-5212
Email:	joey.nunally@austalusa.com	sdelahunty@sawgrassllc.com
Address:	100 Austal Way Mobile, AL 36602	30673 Sgt El Boots Thomas Dr. Spanish Fort, AL 36527

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

100 Austal Way Mobile, AL 36602
Property Address

104.28 acres
Property Area (acres or square feet)

2902000005002.001, 2905000006001.01, 2905000003011.000 2905000006002.00
Parcel Number(s) or Key Number(s)

12
Present Zoning or Transect District

Heavy Industry
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Joey Nunnally
Owner Signature

2/21/2024
Date

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

2/21/2024
Date

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Austal USA Temporary Parking

Address: 100 Austal Way Mobile, AL 36602

Owner: Austal USA

Address: 100 Austal Way Mobile, AL Zip Code: 36602

Phone: 251-318-7053 Fax: _____ Email: joey.nunally@austalusa.com

Authorized Agent: Sawgrass Consulting LLC Stephen Delahunty

Address: 30673 SGT E.I. Boots Thomas Dr. Spanish Fort Zip Code: 36527

Phone: 251-544-7900 Fax: _____ Email: sdelahunty@sawgrassllc.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Stephen J. Delahunty

Address: 30673 SGT E.I. Boots Thomas Dr. Spanish Fort Zip Code: 36527

Phone: 251-753-5212 Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Stephen Delahunty

Signature / Print

2/22/2024

Date

Project Manager/President

Affiliation to project/Organization

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The proposed modification aligns with the Comprehensive Plan by allowing the continued operation of the Austal Facilties and the continued economic development along the industrial development areas defined in the Comprehensive Plan

   Heavy Industry

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   All proposed modifications are compatible with the surrounding neighborhood as is it allows Austal to continue the daily operations and maintenance responsibilities required for production and growth. All surrounding land uses are part of Austal or are simliar in land use

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   Allowing Austal to make temporary modifications to their current property, i.e. grading and drainage improvements, lay down yards, parking lots, etc. allows them the opportunity to operate and maintain their current property and prevent potential negative impacts to adjacent properties. Impact to adjacent properties would be at such point as growth required it.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

Proposed temporary parking lots, future buildings and other modifications, if applicable are noted on the master plan attached to this application

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A variance to NOT require landscaping and screening is requested. The proposed modifications are primarily temporary in nature or are merely a maintenance requirement. Any proposed improvment that will be permanent will comply with applicable landscape ordinances

☐ Lighting:

Lighting will be provided as applicable to the proposed use. Any required lighting for any temporary use may also be temporary in nature. Any permanent use will provide permanent lighting as required.

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

The Austal properties are in cotinuous use as required under standard operations. Site maintenance inclusive of temporary and permanent additions arise with the ebb and flow of production. The ability to operate and maintain the property inclusive of necessary improvement is key to their efficiency

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

There is no existing or proposed elements considered to be detrimental to the public health, safety or general welfare

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Austal's continued growth and operation continues to provide economic benefit to the City of Mobile, surrounding areas and the general public

SAWGRASS

30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

Temporary parking for Austal employees due to displacement of construction of the Mobile River Bridge.

Stephen Delahunty PE

AUSTAL PARCEL LEGAL DESCRIPTIONS

PARCEL "A"

PLAT LOT, AUSTAL USA, SHIPBUILDING COMPLEX AS RECORDED IN MAP BOOK 87, PAGE 5 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLAT LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG THE PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 17°53'26"W ALONG THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. LINE) A DISTANCE OF 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) A DISTANCE OF 68 FEET, MORE OR LESS, TO A POINT; THENCE S 71°48'04"W ALONG A LINE AND PARALLEL WITH LESSOR'S PROPERTY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT; THENCE N 17°53'26"W ALONG A LINE A DISTANCE OF 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D"

(LEASE) BEGINNING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS; THENCE S 17°53'26"E ALONG A LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY A DISTANCE OF 233 FEET, MORE OR LESS, TO THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE S 18°10'32"E ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 71°48'04"E ALONG A LINE A DISTANCE OF 105 FEET, MORE OR LESS, TO A POINT; THENCE S 18°10'32"E ALONG A LINE AND PARALLEL WITH THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO A POINT; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); THENCE S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 154.08 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 96+62.62); THENCE S 17°41'22"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 35 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 96+62.62); THENCE S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 279.16 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.46) AND THE POINT OF BEGINNING; THENCE CONTINUING S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.46); THENCE S 17°41'22"E ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO A POINT ON THE PRESENT SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10 (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.46); THENCE N 72°18'38"E ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.46); THENCE N 17°41'22"W ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 94.56 FEET, MORE OR LESS; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 130.26 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 71° 47'43"E ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE 30.00 FEET, MORE OR LESS; THENCE S 26°48'36"W ALONG A LINE A DISTANCE OF 42.44 FEET, MORE OR LESS, TO A POINT ON THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND LESSOR'S PROPERTY LINE) A DISTANCE OF 94.56 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO LINE 42.42 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCELS A, B, AND C LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE PRESENT WEST R/W LINE OF DUNLAP DRIVE AND THE EAST PROPERTY LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AND RECORDED AT THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 582 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 731 FEET, MORE OR LESS, TO A POINT ON THE GRANTOR'S SOUTH PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE), WHICH IS THE POINT OF BEGINNING; THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 416.24 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' RT OF THE CENTERLINE OF PROJECT); THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 277.12 FEET TO A POINT ON THE GRANTOR'S WEST PROPERTY LINE; THENCE N 19°40'4 I " W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 228.30 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' LT OF THE CENTERLINE OF PROJECT); THENCE N 19°40'41" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 40.09 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 6 °42'35" E AND ALONG THE GRANTOR'S SAID PROPERTY-LINE A DISTANCE OF 74.78 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 10°48'50" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 511.53 FEET TO A POINT ON THE PRESENT SOUTH R/W LINE OF I-1 0; THENCE N 72 °18'8" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 551.06 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE S 17 ° 41 '52" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 65.00 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE N 72 °18'8" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 156.13 FEET TO A POINT ON THE PRESENT WEST R/W LINE OF DUNLAP DRIVE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE S 19°16'1 I" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 199.63 FEET TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE) (SAID ARC HAVING A CHORD BEARING OF S 13 °57'44" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND

OFFSET 122.50' RT OF THE CENTERLINE OF PROJECT) (SAID ARC HAVING A CHORD BEARING OF S 7 °53'49" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET AND ALONG SAID PRESENT R/W LINE (SAID ARC HAVING A CHORD BEARING OF S 1 °9'31" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS, TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING. AND AS SHOWN ON THE RIGHT OF WAY MAP OF RECORD IN THE ALABAMA DEPARTMENT OF TRANSPORTATION, A COPY OF WHICH IS ALSO DEPOSITED IN THE OFFICE OF THE JUDGE OF PROBATE AS AN AID TO PERSONS AND ENTITIES INTERESTED THEREIN, AND AS SHOWN ON THE PROPERTY SKETCH ATTACHED HERETO AND MADE A PART HEREOF. THE PROPERTY INTENDED TO BE CONVEYED CONSTITUTES, AND IS FURTHER DESCRIBED AS, ALL OF THE PROPERTY CONVEYED TO GRANTOR BY WARREN PETROLEUM CORPORATION BY INSTRUMENT DATED JULY 22, 1960 AND RECORDED AT REAL PROPERTY BOOK 174, PAGE 416 AND BY BNSF RAILWAY COMPANY BY INSTRUMENT DATED MARCH 28, 2013 AND RECORDED AT BOOK 7007, PAGE 41,AND IS FURTHER DESCRIBED AS ALL OF THE PROPERTY OWNED BY GRANTOR BOUNDED, GENERALLY, BY THE INTERSTATE 10 RIGHT-OF-WAY TO THE NORTH, DUNLAP DRIVE TO THE EAST, PINTO PASS AND THE MOBILE RIVER TO THE WEST, AND PROPERTY OWNED BY GRANTEE AND PROPERTY OWNED BY ORCA, INC. TO THE SOUTH. SAID PROPERTY IS CONVEYED TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING.

Form ROW-12-A
Rev. 8/20

AGREEMENT
(Fee simple)

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. ST-049-I10-009

This Agreement is made between the State of Alabama, acting by and through its Department of Transportation ("State"), and Austal USA, LLC ("Austal"), and both parties agree as follows:

1. The State agrees to purchase in fee simple from Austal certain property, designated as Right of Way Tract No. 29 of public highway Project Number ST-049-I10-009 (to be part of the State's I-10 Mobile River Bridge and Bayway Corridor Preservation Project, hereinafter "Project"), as identified from the records of the Alabama Department of Transportation, and as more fully described herein for the purpose of constructing and maintaining a public highway from approximate Station 525 to Station 529 and Station 541 to Station 553 as shown by the right of way map of said Project.

2. Austal agrees to sell and convey the property to the State in fee simple, free of all encumbrances and other interests, except mineral interests previously conveyed or reserved and utility easements subject to relocation, and will execute and deliver a general warranty deed to that effect to the State, upon payment of the sum of _____to Austal by the State at closing, together with the conveyance of certain property to Austal as more specifically set forth in Section A of the Addendum to Agreement dated of even date herewith and attached hereto

as Exhibit 1 hereto (the "Addendum"), at the time of closing or as otherwise provided. The deed for the conveyance to the State will be substantially in the form of Exhibit A attached hereto. Subject to the provisions of Section C of the Addendum relating to Austal removing improvements, the property to be so conveyed by Austal to the State (hereinafter sometimes collectively referred to as "Tract 29") includes the following:

Tract 29 Parcel 1 of 2 comprising approximately 1.3 acres as described and depicted in Exhibit A, which is partially upland and partially submerged land, and all improvements thereon including, without limitation, chain-link fencing, light poles and the heavy-weathered mooring bollard.

Tract 29 Parcel 2 of 2 comprising approximately 5.45 acres as described and depicted in Exhibit A, and all improvements thereon including, without limitation, the guard house, chain-link fencing, concrete sidewalks, light poles, light pole with camera, concrete paving, asphalt paving, concrete curbing, security bollards, turnstiles with gates, boxes for lift master gate arms, chain-link automatic gates, and trees.

~~3. RESERVED~~

3. Austal agrees that the State shall have the right to enter the remaining land of Austal for the purpose of removing and/or relocating structures or other improvements, if any, located partially or wholly within the right of way, with such structures of improvements to be so removed or relocation to or just outside the acquired right-of-way line.

4. The State agrees that, in addition to the above sum to be paid to Austal, the following work and/or construction is to be performed by the State as a right of way concession and/or mitigation of damages without cost to Austal, except as provided below:

~~The State's responsibility to design, build, and maintain a replacement bollard to satisfy Austal's needs at its Vessell Completion Yard will be satisfied by the State's leases to Austal of the Bollard A and Bollard B sites as set forth in the Addendum to Agreement and the State's payment to Austal of an additional sum of $1,040,000 at Closing.~~

Not applicable.

5. The State agrees to pay the sum of _____ dollars to Austal upon the satisfactory completion of the following work:

Not applicable.

which work shall be completed within ____ days from the date of notification of the approval of the terms of this agreement.

6. Exceptions and additional conditions:

**** See attached Addendum to Agreement which is adopted and incorporated herein.**

7. The rights and obligations of the parties as provided for in this Agreement and the Addendum hereto shall, subject to the terms thereof, survive the closing of the conveyance of Tract 29 to the State by delivery of the deed, provided, however, notwithstanding that the parties will have contractual rights and obligations which survive such conveyance ~~and be enforceable in a judicial action~~, any breach or claimed breach by the State, or inability of the State to perform, with respect to such surviving terms shall not operate as, or be the basis of any claim for, rescission, revocation, cancellation, or any form of setting aside of the conveyance of Tract 29 to the State.

IN WITNESS WHEREOF the parties have set their hands and seals and made the Agreement as of this the ____ day of _____, ~~2023~~2024.

Austal USA, LLC

_____

By:
As its:

The State of Alabama, acting through the Alabama Department of Transportation

_____

By: John R. Cooper
As its: Director

~~Recommended for approval:~~

~~Matthew Ericksen, P.E.~~
~~Region Engineer~~

~~Philip A. Shamburger~~
~~Right-of-Way Bureau Chief~~

This ~~Lease~~ Agreement has been reviewed as to form:

William F. Patty, Esq.
Chief Counsel, Alabama Department of Transportation

~~The State of Alabama~~

~~ATTEST:~~

~~By:~~ ~~By:~~

~~Wes Allen~~
~~Secretary of State~~
~~of the State of Alabama~~

~~Kay Ivey~~
~~Governor of Alabama~~

ADDENDUM TO AGREEMENT

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. ST-049-I10-009

This Addendum To Agreement ("Addendum") is made as part of the Agreement (Fee simple) of even date herewith between the State of Alabama, acting by and through its Department of Transportation ("State), and Austal USA, LLC ("Austal")for the acquisition of Tract 29 on Project No. ST-049-I10-009 by the State from Austal (the "Agreement"), and for the consideration expressed in the Agreement and this Addendum, the parties hereto mutually agree to the additional terms and conditions set forth below:

A. Conveyance of Tract 70 to Austal.

As further consideration to Austal for the conveyance of Tract 29 to the State by Austal, the State shall, at closing, convey to Austal by quitclaim deed, substantially in the form of **Exhibit B** attached hereto, the property designated for convenience as Tract 70, comprising approximately 7.98 acres, a portion of which is upland and a portion of which is submerged land, as more fully described and depicted in the exhibits to Exhibit B hereto; provided, however, that the State shall reserve a Temporary Construction Easement ("TCE") in the approximately 1.0 acre southernmost portion of Tract 70 as described and depicted on the exhibits to Exhibit B hereto under which the State shall have exclusive use and possession of said TCE ~~at all times its contractor is working to construct the Project for as long as it takes to complete construction of the Project as evidenced by the opening of the Mobile Bay River Bridge portion of the Project for travel by the public~~until Final Completion of the Project, but in no event

longer than twenty-one (21) years from the date of the conveyance. As used in this Agreement, Final Completion means issuance of the Acknowledgment of Final Completion by the Alabama Toll Road, Bridge, and Tunnel Authority as defined in the Design-Build Agreement between such Authority and its contractor.

B. Closing.

The closing of the conveyance of Tract 29 to the State and of the conveyance of Tract 70 to Austal shall occur within thirty (30) days of the date of this Agreement, or as soon as practicable thereafter. Provided, however, that if Tract 70 needs to be subdivided to properly effect such conveyance, the parties will proceed with the closing of the conveyance of Tract 29 to the State and the payment of the monetary consideration to Austal, with the conveyance of Tract 70 to occur within fourteen (14) days of the recording of subdivision plat. ~~The~~ To the extent permitted by applicable law or regulations, the State will provide reasonable cooperation and assistance with such subdivision, including executing and delivering an agent authorization form and consenting to the posting of necessary signs on the property to comply with normal subdivision application procedures in the City of Mobile, but the State shall not bear responsibility for any costs in connection with such subdivision. Ad valorem taxes on Tract 29 shall be prorated as of the date of closing. In accordance with the State's standard practice, the proration of taxes will be accomplished by Austal paying the bills for the tax parcels of which Tract 29 forms part thereof when said taxes next become due and payable after closing, and thereafter submit proof of payment of such taxes to the State, and the State will then refund a portion of said taxes prorated based on the closing date and the proportion the size of the parcels comprising Tract 29 bear to the size of the tax parcels they form part thereof. In addition

to the deed for Tract 29, Austal shall deliver at closing all releases, partial releases, consents, joinders, disclaimers, or other instruments as may be necessary to effect the conveyance of Tract 29 free of all liens, encumbrances, or other interests, except mineral interests previously conveyed or reserved and utility easements subject to relocation. Additionally, Austal shall execute and/or deliver at closing the following:

1) a resolution of all of the members of Austal reflecting that the members of Austal USA, LLC have and do thereby approve of the conveyance of Tract 29 to the State on the terms provided in this Agreement; that Austal is duly organized and validly existing under the laws of the State of Alabama, is qualified to conduct business and own real property in the State of Alabama, and has all requisite power to make the conveyance of Tract 29 to the State; that the execution and performance of the conveyance to the State will not be in violation of any other agreement to which Austal is a party or is otherwise bound thereby, nor any articles of formation, by-laws, operating agreement, or like corporate governance documents of Austal, or of others to which Austal is bound thereto; and appointing and authorizing such officer or officers to execute the deed to the State and all other closing documents, and to take all such other actions reasonably needed to effect the conveyance to the State.

2) Closing Statement.

3) Substitute Form 1099-S.

4) IRS Form W-9 (if not provided earlier).

5) Affidavit of Residency or Exemption.

6) all other documents required or reasonably needed to effect the conveyance to the State.

At closing (or a closing after subdivision), the State shall deliver to Austal a quitclaim deed for Tract 70 executed by such officers of the State required to properly effect such conveyance under Alabama law. Additionally, the State shall execute and deliver such documents and take such other actions required or reasonably needed to effect such conveyance to Austal.

Each party shall be responsible for deed taxes and recording fees applicable to the deeds under which they are the grantee and the State shall be responsible for the recording fees applicable to any mortgage or lien releases. Other closing costs and attorney's fees will be borne by the party causing the same to be incurred as needed to effect this Agreement.

C. Possession.

The parties agree that possession of Tract 70, except as to the TCE reserved by the State, will pass to Austal at the closing thereof and that possession of Tract 29 will pass to the State on July 1, 2024 ~~or such date that is forty-five (45) days prior to the State's contractor mobilizing for construction of the Project, whichever date is later (the "Turnover Date")~~. Austal shall have the right to remove site improvements from Tract 29 and thereby retain ownership thereof provided that such improvements are removed on or before ~~the Turnover Date~~June 30, 2024. On and after ~~the Turnover Date~~July 1, 2024, Austal shall have no right of possession in Tract 29 or any remaining right or ability to remove and thereby retain ownership of any improvements remaining thereon, and the State shall be entitled to deal with and dispose of the same as it may

determine in its sole discretion; except that, pursuant to the lease provided for in Section F.2. of this Addendum, Austal shall have the right to install, access, and use Replacement Bollard A being installed by Austal.

It is further agreed that notwithstanding the State will not be taking full and exclusive possession of Tract 29 at closing, but rather on ~~the Turnover Date~~July 1, 2024, representatives of FHWA, the State and its contractors and consultants shall have access to Tract 29 from and after the date of this Agreement for the purpose of conducting surveys, geotechnical studies, and other work in aid of the design and/or construction of the Project. Promptly upon entering into this Agreement, if they have not already done so, the parties shall coordinate and develop protocols for the reasonable and efficient access to Tract 29 for the purposes of such surveys, studies, and other work, including compliance with Austal's property access and badge controls.

Austal shall indemnify and hold harmless the State and any entity thereof, and its or their officers, officials, agents, servants, and employees from and against any and all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, connected with, resulting from or related to (1) bodily injury, death, or property damage, including loss of use thereof, caused by any act or omission by Austal or any other person or entity on the property acting by, through, or for Austal on Tract 29 after the date of the closing and prior to ~~the Turnover Date~~July 1, 2024; (2) Austal's use or failure to vacate the property on or before ~~the Turnover Date~~June 30, 2024; and, (3) the provision of any services or expenditure of funds required, authorized, or undertaken by Austal in connection with such possession and use after the closing date. However, it is understood and agreed that the ~~remainder~~ removal of the improvements permitted to

be removed from the property by Austal under this Section C hereof shall not itself constitute loss or damage within the meaning of this indemnity and hold harmless obligation. Neither this indemnity provision nor any other term of this Agreement shall limit any remedy the State may have relating to Austal's post-closing possession of Tract 29.

D. Filling of the Basin.

In the event Austal determines to fill in the basin comprising a portion of Tract 70, such filling shall not be undertaken until completion of the Project as evidenced by Final Acceptance, and if such filling is undertaken, the small portion of the basin situated on the State's right-of-way acquired as Tract 31 of Project No. ST-049-I-10-006 shall also be filled at the same time at no monetary cost to the State. All costs of filling the basin shall be borne by Austal. The State will cooperate and coordinate with Austal concerning such work including, without limitation, providing access for the filling of the small portion of the basin located on the State's right-of-way and the appropriate connection between Austal's new bulkhead and the State's bulkhead fronting on the right-of-way. ~~The~~ **To the extent permitted by applicable law and regulations, the** State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

E. Coordination During Construction.

In connection with the construction of the Project, the parties agree as follows:

1. Construction of the East Side High Level Approaches and other work on Tract 29(2) shall be completed within a fifty-four (54) calendar month period commencing on the first day of the month next following Notice to Proceed to the State's

contractor; provided, however, such construction period shall be extended for the following force majeure causes, to the extent they are beyond the State's and its contractor's reasonable control and have an adverse impact on the State or its contractor's ability to construct the Project: fire, earthquake, tornado, hurricane, tropical storm, or other natural disaster which has been proclaimed a disaster or state of emergency by the President of the United States or Governor of the State and which causes direct physical damage to the Project, direct physical damage to major pre-fabricated elements of the Project and/or production facilities for the same, or specialty equipment for the Project, any pandemic, epidemic or quarantine restrictions occurring within the vicinity of the Project, blockade or freight embargos, war or terrorism, whether foreign or domestic, acts of a public enemy and work stoppages, work slow-downs, or other labor disruptions unless caused by or otherwise under the control or influence of the State or its contractors, **or any other stoppage of the Project beyond the control of the State or its contractors, or termination or suspension of the Project due to funding sources**. In the event of such force majeure causes, the construction period through Tract 29(2) shall be extended for the period of time reasonably needed by the State and its contractors to complete such work exercising due diligence. The construction fencing installed on or around Tract 29(2) shall include privacy screening.

2. The State and its contractors shall not use the existing driveways to access Tract 29(2) from Dunlap Drive. Access shall be made by the construction of entrances to Tract 29(2) along Addsco Road a/k/a Austal Way and/or Dunlap Drive which

shall not impact existing driveways onto Austal's property not part of the acquired right-of-way.

3. During construction of the East Side High Level Approaches, the contractor shall provide a covered, protected pedestrian path along Dunlap Drive under the bridge. The construction work, including the placement of the pedestrian path, must not interfere with Austal's movement of vessel modules along Dunlap Drive.
4. The parties and/or their contractors shall coordinate and conduct tests prior to construction to confirm that the radio system used by the State and its contractor will not interfere with Austal's radio system.
5. During construction, Austal, the State, and/or their contractors shall conduct weekly meetings or calls to discuss impacts of the Project to Addsco Road, Dunlap Drive, the east tunnel interchange, U.S. Highway 90/98, the Mobile River, coordinate lane closures and other disruptions to traffic, and other issues which may affect the operations of Austal.
6. During construction, the State's contractor may not use temporary tie-downs or other temporary works, including piers or bulkheads, for construction of the Center Span of the Main Span Bridge on the channel side that will interfere with the continued operations of Austal's facilities, **unless approved the U.S. Coast Guard**.
7. The State and its contractors shall implement procedures to ensure the work does not restrict ship access through the right-of-way to Austal's Vessel Completion Yard. Austal will provide three (3) days' notice when moving vessels in or out of

the Vessel Completion Yard, except that during emergency events or increased threat levels, such notice may be reduced to twenty-four (24) hours.

8. The State or its contractors shall implement procedures to perform hydrographic surveys to monitor the slip depth at Austal's Vessel Completion Yard during construction of the East Side Main Tower footing and other activities near the East Side Main Tower which could impact the water bottoms. The procedures shall include specific actions to be taken to ensure vessels can continue to use the slip should the depth become shallower than the base line survey. Such surveys shall be performed every three (3) months during construction of the East Side Main Tower footing and continue for six (6) months after completion of the footing and all activities which could impact the water bottoms. Such base line survey to be provided by Austal on or before August 1, 2024.

9. The State's contractor shall maintain continuous access to Dunlap Drive and Addsco Road from U.S. Highway 90/98 during construction except with prior notification to Austal, and shall limit restriction of traffic on these roads from 3:00 a.m. to 4:00 a.m., 4:45 a.m. to 6:00 a.m., and from 3:15 p.m. to 4:30 p.m.

10. During construction, the State's contractor shall install two (2) variable message boards which display the planned road closure dates and times and other construction information, one of which shall be located on Dunlap Drive near U.S. Highway 90/98 and the other on Addsco Road between Austal's property and the Alabama Industrial Development Training Center.

11. The State or its contractors shall inform Austal regarding any lane closures on Dunlap Drive or Addsco Road during construction. Such lane closure coordination

shall include thirty (30) days' advance notice to Austal and shall include reasonable efforts to coordinate with Austal the most desired lane closure dates and times to accommodate both parties' schedules and operational needs. Temporary restrictions to ship traffic, including ship traffic on secondary channels and inlets, must comply with the approved Mobile Harbor Navigation Channel Traffic Plan and must not interfere with Austal's ship movements including, but not limited to, ship launches, builder trials, U.S. Navy acceptance trials, and transfers between the Vessel Completion Yard and dry dock.

12. The State shall design fender systems for the East Side Main Tower in accordance with Article 3.14.15 of AASHTO LRFD Bridge Design Specifications and including being designed to withstand impacts from vessels operating on and/or being constructed by ship builders on the Mobile River. The State shall coordinate with the U.S. ~~Navy, U.S.~~ Coast Guard~~, and Austal~~ **and Austal (who in turn will take into account, among other things, requirements of the U.S. Navy arising in connection with Austal's contracts with the Navy)** concerning the location and design of the fender system so as not to interfere with Mobile River traffic or Austal vessels.

F. Leases of Right-of-Way to Austal for Parking and Replacement Bollard Locations~~;~~ **Reimbursement of Replacement Bollards Construction Costs**

1. Within forty-five (45) days of ~~completion of the Project, as evidenced by the date traffic is first opened to the public over the Mobile River Bridge portion~~ **Final Completion** of the Project, and subject to approval by the Federal Highway Administration ("FHWA"), the State will lease portions of the

Project right-of-way described below to Austal for use as parking. The lease will be in the general form of the lease attached hereto as **Exhibit C**. The terms of the lease shall be on terms mutually agreeable between the parties, however, those terms shall in all respect be consistent with then applicable federal regulations, including, but not limited to, 23 CFR § 710.405, other law, and shall be terms to which the FHWA will give approval in accordance with federal regulations. The property contemplated to be the subject of the lease will be the portions of the surface of the right-of-way under the new bridge and/or high level approaches acquired as Tract 29(2) from Austal **under this Agreement** and acquired from others as Tract 31 of **the** Project ~~**No. ST-049-I-10-006**~~ suitable for use as parking taking into account the bridge structures or other construction undertaken as part of the Project. **The initial rent will be fair market rent at the time of commencement of the lease as required by and determined in accordance with the then applicable federal regulations and the State's ROW Manual.** Any improvements ~~**to the surface**~~ needed to make the property suitable for parking shall be the sole expense of Austal. Austal shall pay fair market rent for such lease(s) which will be determined by the then applicable federal regulations and/or the State's Right-of-Way Manual.

2. During Post-Closing Possession as provided in Section C above, i.e., through ~~**the Turnover Date**~~**June 30, 2024**, Austal at its expense may install, access and use Replacement Bollard A in the approximate location shown in Exhibit D, subject to further refinement as provided below. Effective on ~~**the Turnover**~~

~~Date~~July 1, 2024, subject to FHWA approval, the State will lease to Austal that portion of Tract 29(1) for access to and use of, and if not installed during Post-Closing Possession installation of, Replacement Bollard A. The lease will be substantially on the terms and in the form of **Exhibit E**. The exact location for the installation of Replace Bollard A, whether installed during Post-Closing Possession or during the lease, shall be determined by coordination between Austal and the State and documented by written permit from the State. ~~The~~ To the extent permitted by applicable law and regulations, the State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

3. ~~Within forty-five (45) days after completion of construction of~~ Due to the nature and proximity of Replacement Bollard B to be installed by Austal and the fendering system for the East Side Main Tower ~~portion of the Project~~ being constructed by the State, the parties acknowledge the need and importance of coordination in the construction of these improvements. Accordingly, promptly following execution of this Agreement, the parties will begin coordination concerning the location, access to, and construction of Replacement Bollard B, the actual construction of which will be done in coordination with the State's construction of the fendering system for the East Side Main Tower. At the time determined by the parties as a result of such coordination, but in no event later than Final Completion of the Project, and subject to the

approval of FHWA, the State will lease to Austal a second portion of Tract 29(1) for the installation, access to, and use of Replacement Bollard B by Austal at its expense in the approximate location shown on Exhibit D. The lease will be substantial on the terms and in the form of **Exhibit F**. The initial rent will be fair market rent at the time of commencement of the lease as required by and determined in accordance with the then applicable federal regulations and the State's ROW Manual. The exact location for the installation of Replace Bollard B~~, whether installed during Post-Closing Possession or during the lease,~~ shall be determined by coordination between Austal and the State and documented by written permit from the State. ~~The~~ To the extent permitted by applicable law and regulations, the State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

4. The State will reimburse Austal for the actual, documented costs incurred by Austal to install Replacement Bollards A and B on the leases as provided in Sections F2 and F3 above, subject to a maximum reimbursement of $1,000,000. Such reimbursable costs shall be exclusive of any profit or overhead costs of Austal. Austal shall submit to the State invoices for such costs on a monthly basis as such costs are incurred, together with other documentation required for the State to process payment.

G. Miscellaneous Provisions.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Time is of the essence in the parties' respective performance of their duties and obligations hereunder. The parties acknowledge, agree, represent and warrant to each other that the persons executing this Agreement on their behalf are fully authorized to do so and upon such execution this Agreement is and shall be binding upon the respective party, and their successor and assigns. If any term or part of this Agreement shall be held invalid and/or unenforceable by a court of competent jurisdiction, the remaining parts or terms of this Agreement shall remain enforceable and binding upon the parties. With respect to any parts or terms of this Agreement which are held to be valid and unenforceable, the parties agree the same are reformed to the extent necessary to render said parts or terms valid and enforceable, and if not so possible shall negotiate in good faith to restore the benefits of such terms to the respective parties, to the greatest extent possible.

In compliance with Act 2016-312, Austal 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.

In compliance with Ala. Act No. 2023-409, by signing this Agreement, Austal provides this as written verification that Austal, without violating controlling law or regulation, does not and will not, during the term of this Agreement, engage in economic boycotts as the term "economic boycott" is defined in Section 1 of Alabama Act No. 2023-409.

This item is included in this Agreement for compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, specifically that provision codified at Section 31-13-9(k), Code of Alabama, 1975, as amended, which requires the following clause in all contracts or agreements to which the state, a political subdivision or state-funded entity is a Party:

By signing this contract, Austal affirms, for the duration of the agreement, that Austal will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Austal is 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.

IN WITNESS WHEREOF the parties have set their hands and seals and made the Addendum to Agreement as of this the ____ day of _____, ~~2023~~2024.

Austal USA, LLC

_____

By:
As its:

The State of Alabama, acting through the Alabama Department of Transportation

_____

By: John R. Cooper
As its: Director

~~Recommended for approval:~~

_____

~~Matthew Ericksen, P.E.~~

~~Region Engineer~~

~~Philip A. Shamburger~~
~~Right-of-Way Bureau Chief~~

This ~~Lease~~ Addendum has been reviewed as to form:

William F. Patty, Esq.
Chief Counsel, Alabama Department of Transportation

~~The State of Alabama~~

~~ATTEST:~~

~~By:~~
~~Wes Allen~~
~~Secretary of State~~
~~of the State of Alabama~~

~~By:~~
~~Kay Ivey~~
~~Governor of Alabama~~

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

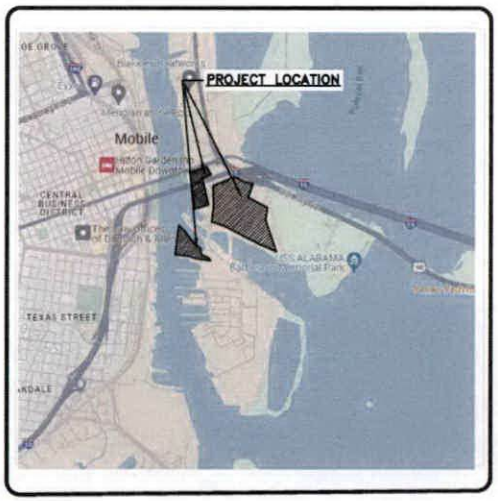
ADDRESS: 100 AUSTAL WAY MOBILE, AL 36602

FEBRUARY, 2024

VICINITY MAP

N

N.T.S.



VICINITY MAP

PARKING DATA	
SPACES REQUIRED	1,594
SPACES PROVIDED	2,687
OMITTED SPACES DUE TO BRIDGE CONSTRUCTION	650
PROPOSED TEMPORARY PARKING SPACES	693
FUTURE PARKING SPACES	534

LANDSCAPE REQUIREMENTS

TOTAL AREA = 5,489,523 SQ. FT.

MULTIPLY BY = 12%

TOTAL LANDSCAPED AREA REQUIRED = 1,000,000 SQ. FT. ±

FRONT YARD ROAD FRONTAGE = 5025 L.F. DIVIDED BY 30 FT. = 160 HERITAGE TREES REQUIRED
164 HERITAGE TREES PRESENTLY ON SITE

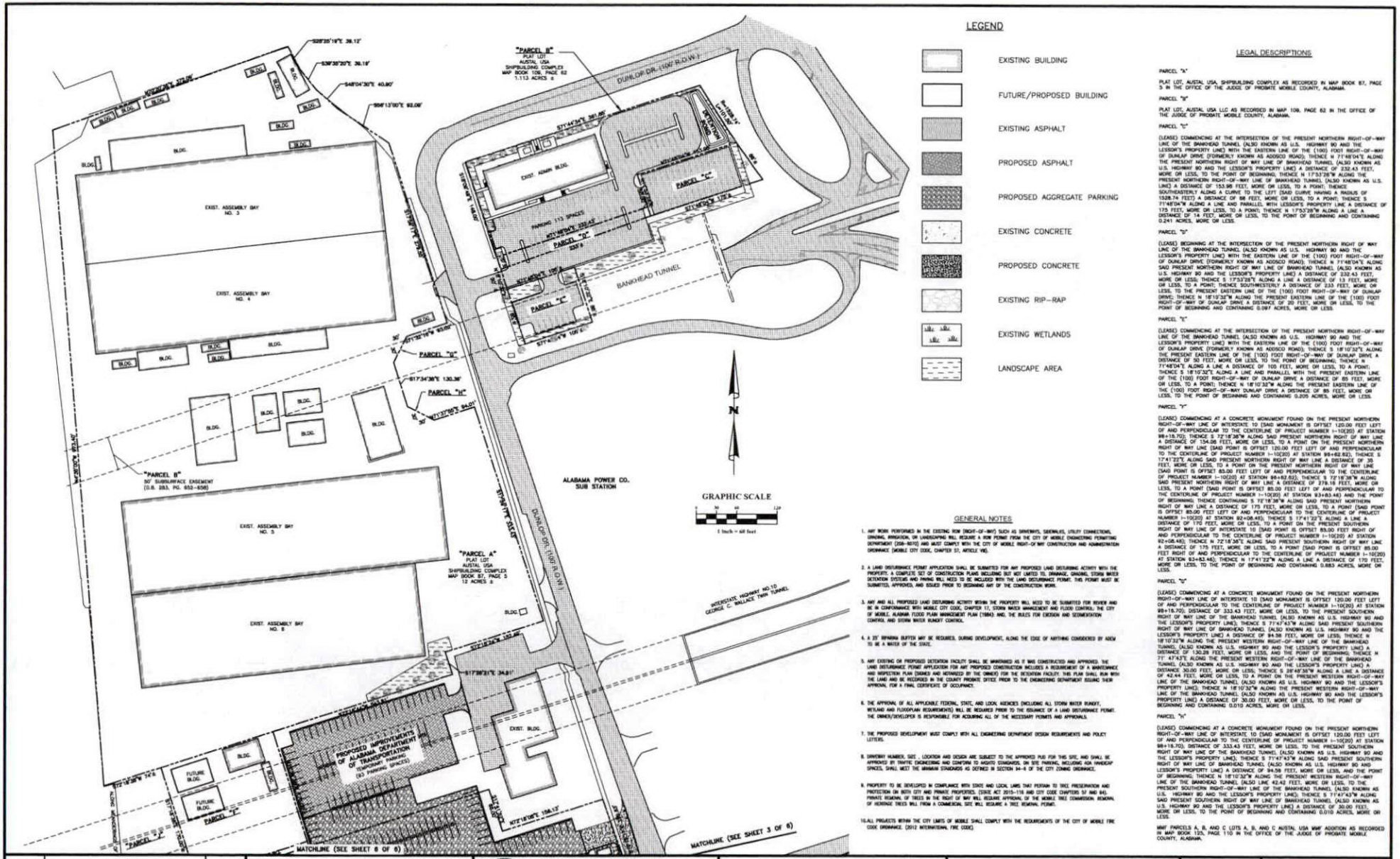
PROPERTY NOT FRONTING ROAD = 10,303 L.F. DIVIDED BY 30 FT. = 203 UNDER STORY TREES REQUIRED

TOTAL PARKING SPACES PROVIDED = 2,687 DIVIDED BY 20 = 134 UNDER STORY TREES REQUIRED

TOTAL AREA OF HARRISON PROPERTY = 603,451 SQ. FT. (13.85 ACRES ±)
(PROPOSED EXEMPT FROM LANDSCAPE REQUIREMENTS)

NOTE: ANTICIPATED TREE REMOVAL DURING BRIDGE CONSTRUCTION – 19 HERITAGE TREES

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900



GENERAL NOTES

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING BUT NOT LIMITED TO, DRAINAGE, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

8. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN ARE SUBJECT TO THE APPROVED PUD FOR THIS SITE, AND SHALL BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ASSHTO STANDARDS. ON SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-4 OF THE CITY ZONING ORDINANCE.

9. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES. (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES WILL FROM A COMMERCIAL SITE WILL REQUIRE A TREE REMOVAL PERMIT.

10. 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).

LEGAL DESCRIPTIONS

PARCEL "A"

PLAT LOT, AUSTAL USA, SHIPBUILDING COMPLEX AS RECORDED IN MAP BOOK 87, PAGE 5 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLAT LOT, AUSTAL USA LLC AS RECORDED IN MAP 108, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG THE PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 17°53'28"W ALONG THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. LINE) A DISTANCE OF 153.96 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) A DISTANCE OF 88 FEET, MORE OR LESS, TO A POINT; THENCE S 71°48'04"W ALONG A LINE AND PARALLEL WITH LESSOR'S PROPERTY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT; THENCE N 17°53'28"W ALONG A LINE A DISTANCE OF 74 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D"

(LEASE) BEGINNING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS; THENCE S 17°53'28"E ALONG A LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY A DISTANCE OF 233 FEET, MORE OR LESS, TO THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE S 18°10'32"E ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 71°48'04"E ALONG A LINE A DISTANCE OF 105 FEET, MORE OR LESS, TO A POINT; THENCE S 18°10'32"E ALONG A LINE AND PARALLEL WITH THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO A POINT; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+18.70); THENCE S 72°18'36"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 134.06 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 96+62.62); THENCE S 17°41'22"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 35 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 96+62.62); THENCE S 72°18'36"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 378.19 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.48) AND THE POINT OF BEGINNING; THENCE CONTINUING S 72°18'36"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.48); THENCE S 17°41'22"E ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO A POINT ON THE PRESENT SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10 (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.48); THENCE N 72°18'36"E ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.48); THENCE N 17°41'22"W ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+18.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 94.58 FEET, MORE OR LESS; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 130.28 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 71° 47'43"E ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS; THENCE S 26°49'36"W ALONG A LINE A DISTANCE OF 42.44 FEET, MORE OR LESS, TO A POINT ON THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+18.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 94.58 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO LINE 42.42 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCELS A, B, AND C LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

NUMBER	REVISION	DATE

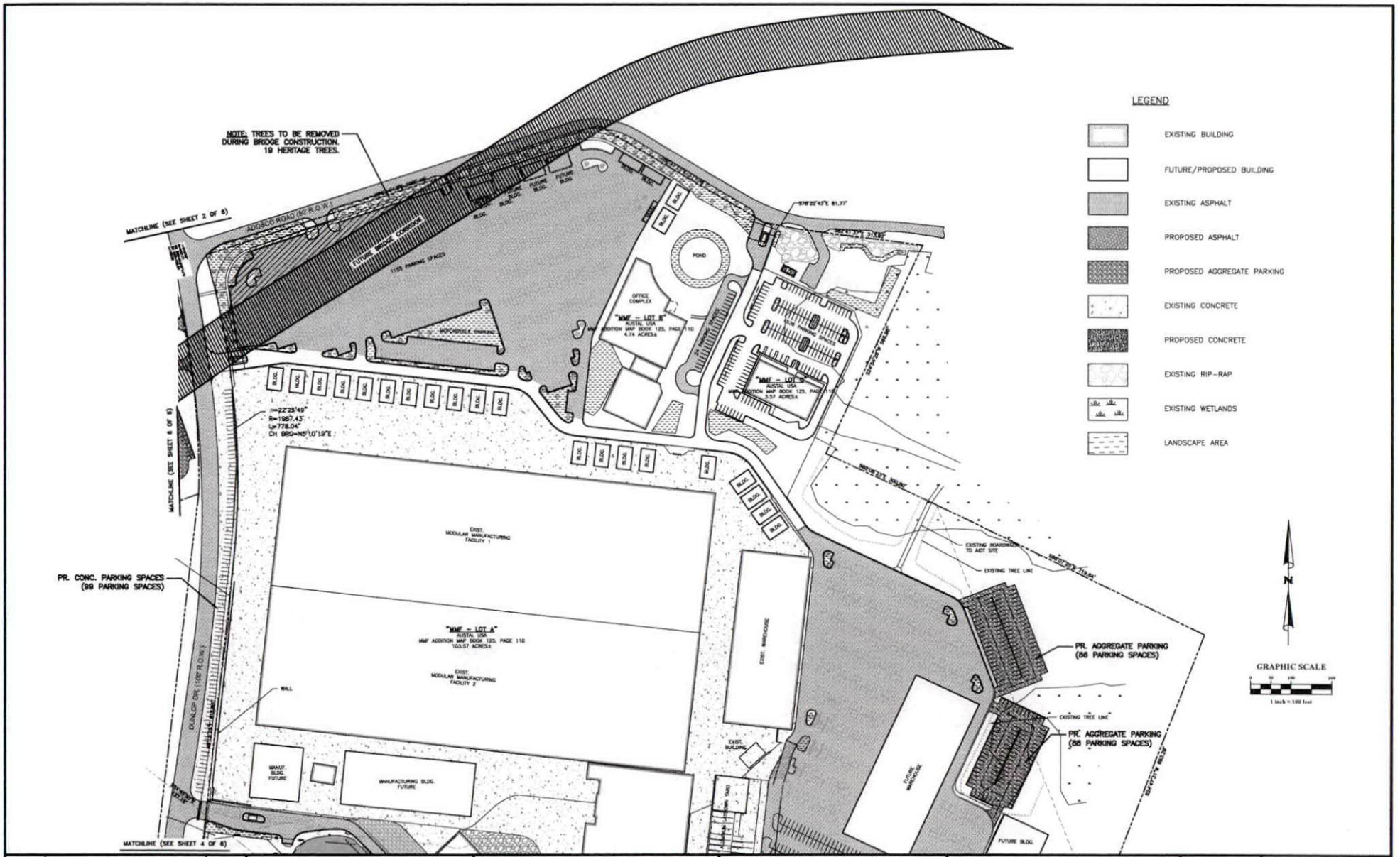
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E.J. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 2

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE	1"=60'
DATE	February 23, 2024
DRAWN BY	J.M.
CHECKED BY	S.D.
SHEET	2 OF 6

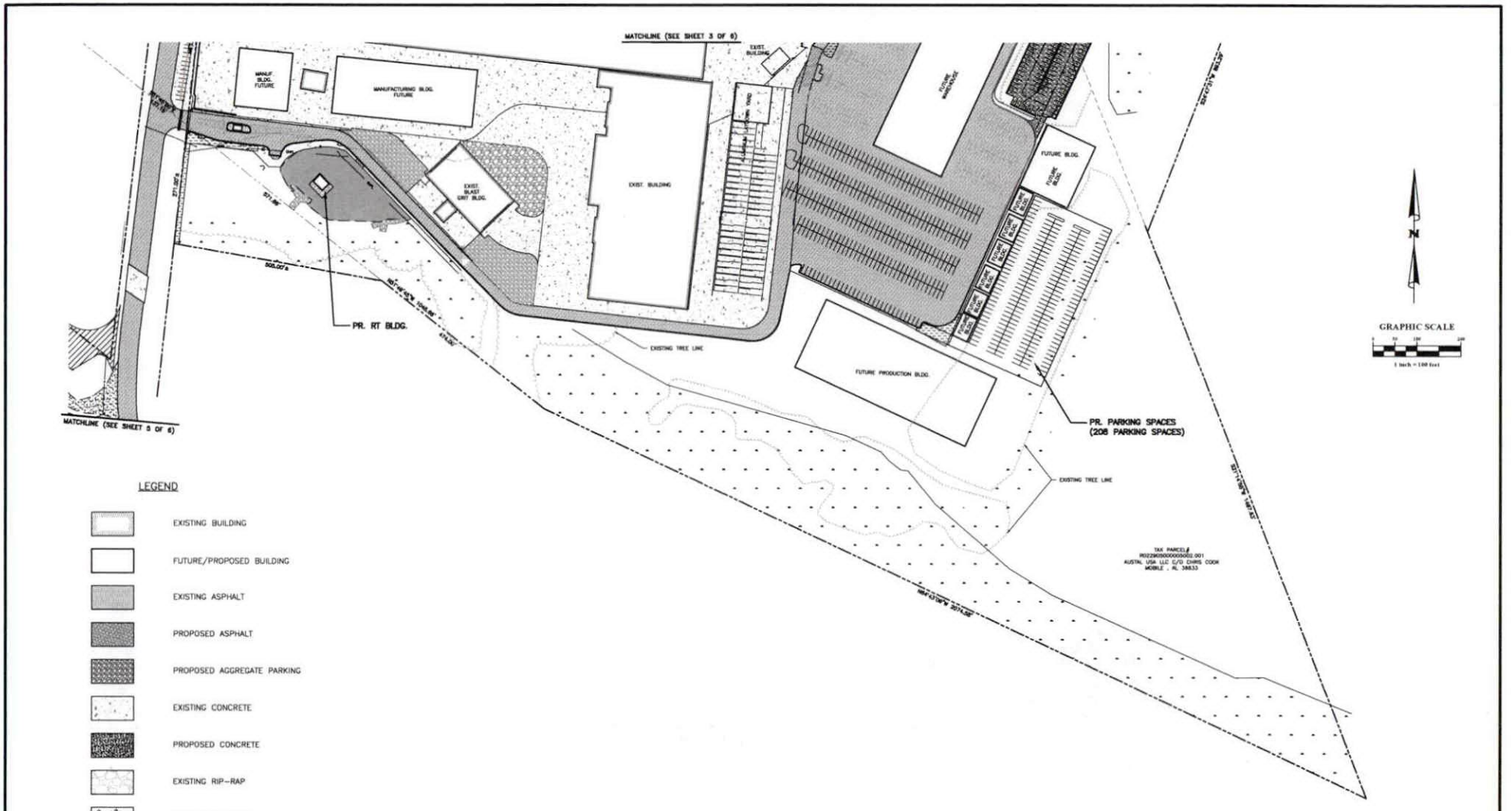


NUMBER	REVISION	DATE

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. T. "Beale" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 3
AUSTAL PUD MODIFICATION
AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	3 OF 6



NUMBER	REVISION	DATE

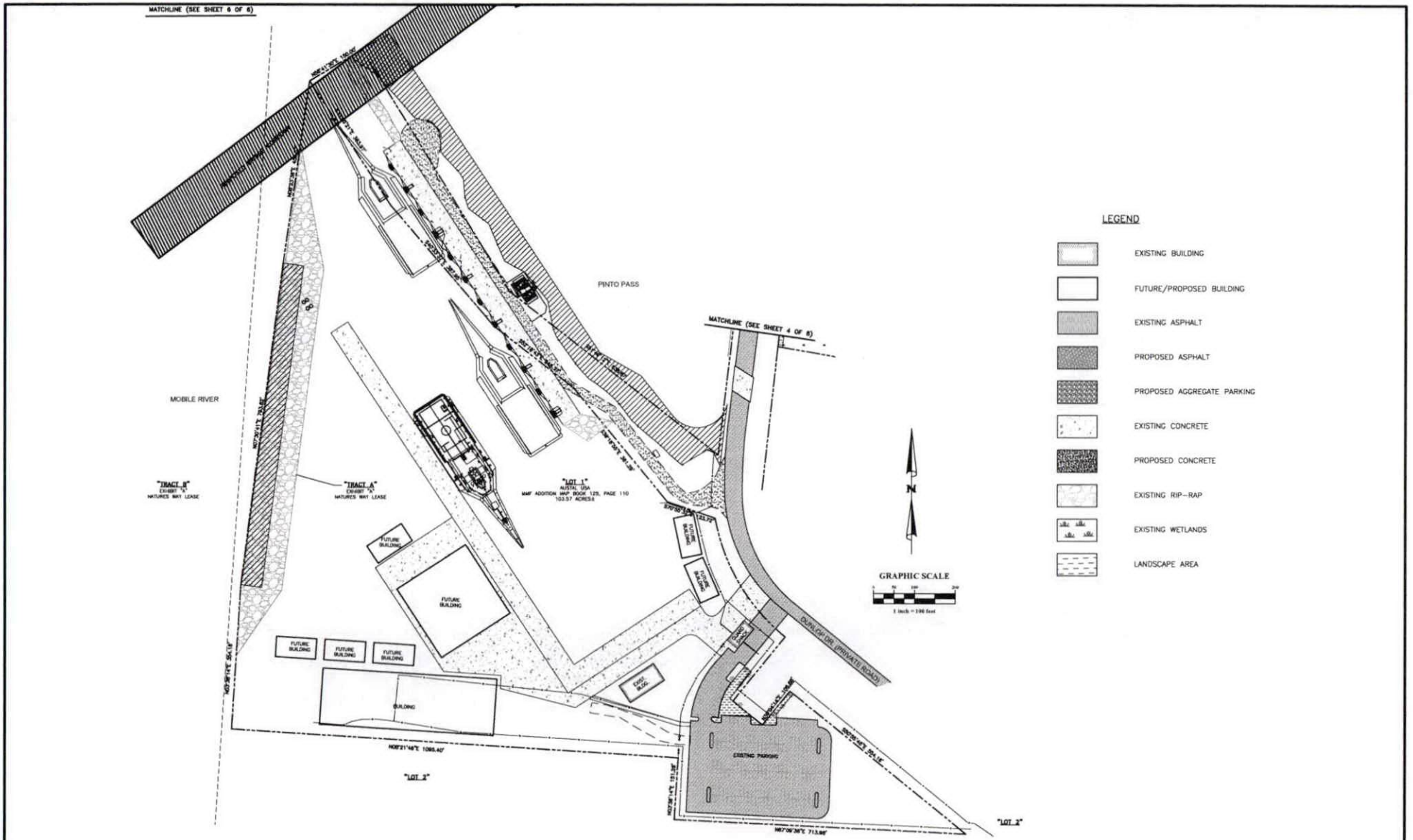
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30473 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 4

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	4 OF 6



NUMBER	REVISION	DATE

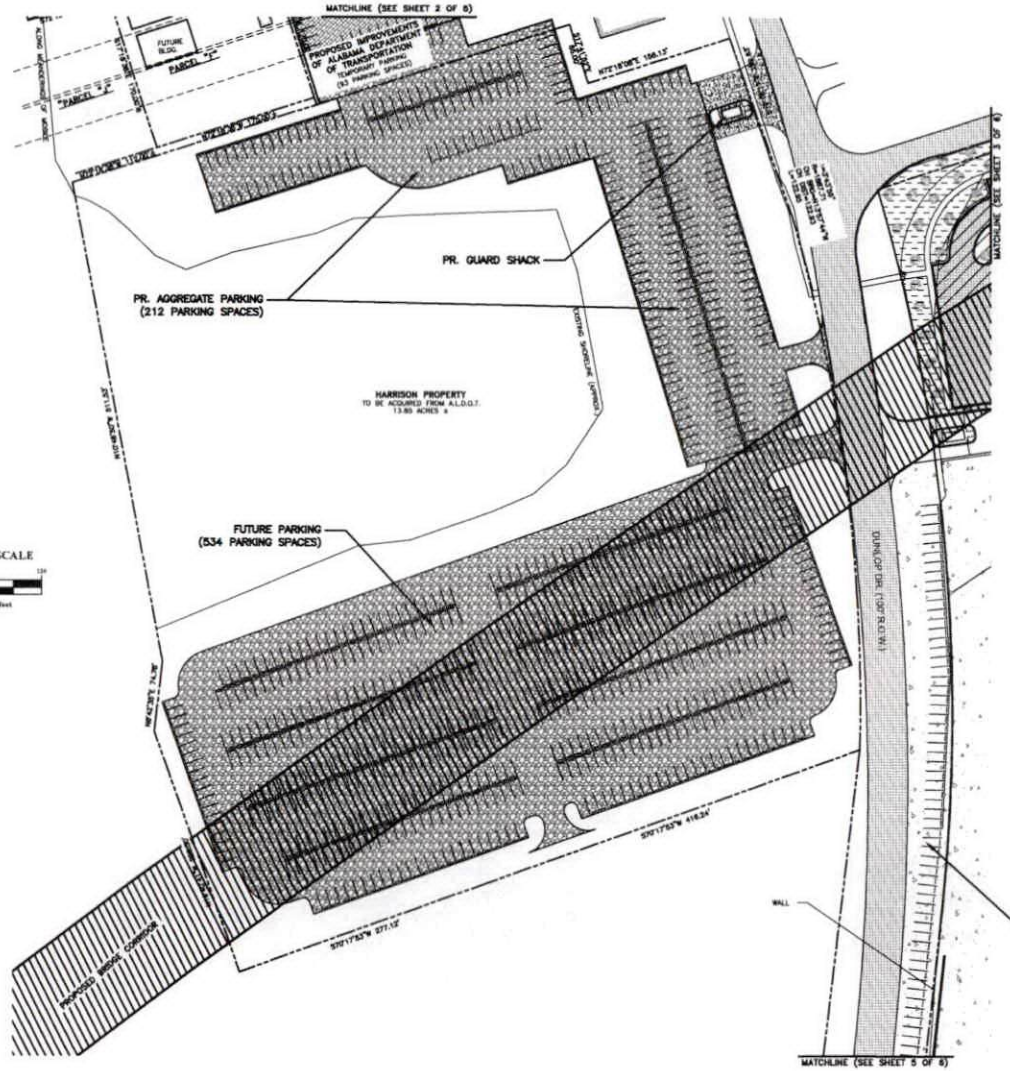
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30473 Sgt. E.L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 5

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE	1"=100'
DATE	February 23, 2024
DRAWN BY	J.M.
CHECKED BY	S.D.
SHEET	5 OF 6



HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT)

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE PRESENT WEST R/W LINE OF DUNLAP DRIVE AND THE EAST PROPERTY LINE OF PROPERTY DESCRIBED IN LP 72311, PG 1363 AND RECORDED AT THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 582 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 731 FEET, MORE OR LESS, TO A POINT ON THE GRANTOR'S SOUTH PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE), WHICH IS THE POINT OF BEGINNING; THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 418.24 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' RT OF THE CENTERLINE OF PROJECT); THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 277.12 FEET TO A POINT ON THE GRANTOR'S WEST PROPERTY LINE; THENCE N 19°40'1 1" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 226.30 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' LT OF THE CENTERLINE OF PROJECT); THENCE N 19°40'41" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 45.08 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 8°43'35" E AND ALONG THE GRANTOR'S SAID PROPERTY-LINE A DISTANCE OF 19.78 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 10°46'56" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 511.33 FEET TO A POINT ON THE PRESENT SOUTH R/W LINE OF I-1 0; THENCE N 72 °15'E" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 301.66 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE S 17 ° 41 '55" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 85.00 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE N 72 °18'5" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 136.13 FEET TO A POINT ON THE PRESENT WEST R/W LINE OF DUNLAP DRIVE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE S 19°16'1 7" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 1396.83 FEET TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.80 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE) (SAID ARC HAVING A CHORD BEARING OF S 13 °37'44" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 122.83 FEET AND A RADIUS OF 1967.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 219.03 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 122.50' RT OF THE CENTERLINE OF PROJECT) (SAID ARC HAVING A CHORD BEARING OF S 7 °32'40" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 218.40 FEET AND A RADIUS OF 1888.34 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET AND ALONG SAID PRESENT R/W LINE (SAID ARC HAVING A CHORD BEARING OF S 1 °9'31" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 5963.81 FEET) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS, TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING, AND AS SHOWN ON THE RIGHT OF WAY MAP OF RECORD IN THE ALABAMA DEPARTMENT OF TRANSPORTATION, A COPY OF WHICH IS ALSO DEPOSITED IN THE OFFICE OF THE JUDGE OF PROBATE AS AN AID TO PERSONS AND ENTITIES INTERESTED THEREIN, AND AS SHOWN ON THE PROPERTY SKETCH ATTACHED HERETO AND MADE A PART HEREOF, THE PROPERTY INTENDED TO BE CONVEYED CONSTITUTES, AND IS FURTHER DESCRIBED AS, ALL OF THE PROPERTY CONVEYED TO GRANTOR BY WARREN PETROLEUM CORPORATION BY INSTRUMENT DATED JULY 22, 1960 AND RECORDED AT REAL PROPERTY BOOK 174, PAGE 410 AND BY WEST RAILWAY COMPANY BY INSTRUMENT DATED MARCH 28, 2013 AND RECORDED AT BOOK 7007, PAGE 41;AND IS FURTHER DESCRIBED AS ALL OF THE PROPERTY OWNED BY GRANTOR BOUNDED, GENERALLY, BY THE INTERSTATE 10 RIGHT-OF-WAY TO THE NORTH, DUNLAP DRIVE TO THE EAST, PARCEL PASS AND THE MOBILE RIVER TO THE WEST, AND PROPERTY OWNED BY GRANTEE AND PROPERTY OWNED BY ERCA, INC. TO THE SOUTH. SAID PROPERTY IS CONVEYED TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING.

LEGEND

- EXISTING BUILDING
- FUTURE/PROPOSED BUILDING
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED AGGREGATE PARKING
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING RIP-RAP
- EXISTING WETLANDS
- LANDSCAPE AREA

NUMBER	REVISION	DATE

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. J. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 6

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET	6 OF 6

AUSTAL USA LLC
202 ADDSCO RD
Mobile, AL 36633

AUSTAL USA LLC C/O CHRIS COOK
PO BOX 1049
MOBILE AL 36633

Sawgrass Consulting LLC
30673 Sgt El Boots Thomas Drive
Spanish Fort, AL 36527

Agenda Item #: 8

MOD-002864-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
145, 151, 176, 195, 350 & 400 Dunlap Drive

Subdivision Name:
Austal USA MMF Addition Subdivision, Austal Outfit Yard 1 Subdivision

Applicant / Agent:
Joey Nunnally, Austal USA

Property Owner:
Austal USA, LLC

Current Zoning:
I-2, Heavy Industry District

Future Land Use:
Heavy Industry

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Three months from approval.

Proposal:

- Major Modification of a previously approved Planned Unit Development.

Considerations:

1. Major Modification of a previously approved Planned Unit Development with twelve (12) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

REQUEST PUD Modification

N

NTS

SITE HISTORY

Two (2) of the three (3) areas within the subject site have been developed by Austal USA with various Planned Unit Developments (PUD's), Subdivisions, and variances, all for the purpose of expanding the company's shipbuilding operations. No one single case has included all of the areas to be reviewed by this application, and the areas now under review are not contiguous. One area is currently Alabama Department of Transportation property which has never been part of any application before the Planning Commission or Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Retain NOTES #1 – 7 on SHEET 2 of 6 of the AUSTAL PUD MODIFICATION.

Traffic Engineering Comments:

A traffic impact study will be required. The parking within the right-of-way is currently being reviewed by permitting and traffic engineering as a part of a right-of-way use agreement. 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 Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The purpose of this application is to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites. Two of the three sites comprising this application are developed as part of the Austal USA shipbuilding complex. Due to the route of the proposed Mobile River Interstate 10 Bridge, the applicant must vacate a large portion of the parking area along the South side of ADDSCO Road within the Modular Manufacturing Facility site which was approved via a PUD approved on January 19, 2012. Replacement parking is proposed in another portion of that site, and in an area which is proposed to be purchased by the

applicant. Along with the new parking, the applicant also proposes manufacturing, production, warehousing and smaller support buildings on the Modular Manufacturing Facility site. The third site (Outfit Yard) is along the South side of Pinto Pass and Dunlap Drive which received Planned Unit Development approval on September 18, 2014 to allow multiple buildings on a single building site. No replacement parking is proposed on that site, but new buildings are proposed beyond those of the previously approved PUD. The bridge corridor traverses the North end of that site, but has no impact on buildings or parking.

As PUD approvals are site plan-specific and as the current expansion proposal is much larger in nature, the site is required to obtain Major Modification approval in order to proceed with the proposed construction. As a major modification to the previously approved PUDS is needed for parking, the applicant was advised to bring all anticipated parking and buildings to the Commission and City Council in one (1) application. The applicant states a time frame of three months from approval to begin construction.

The Modular Manufacturing Facility site will lose 650 of the current parking spaces. Within that site, three new parking areas will provide 382 parking spaces. Another 99 parking spaces are proposed adjacent to that site along the East side of Dunlap Drive within the public right-of-way. The applicant proposes to purchase 13.85± acres of land owned by the Alabama Department of Transportation extending from the West side of Dunlap Drive to the East bank of the Mobile River, at the West terminus of Austal Way. Within that area, 212 replacement parking spaces are proposed at its North end. The 650 lost spaces will then be replaced by 693 parking spaces. The proposed Mobile River Interstate 10 Bridge traverses the Southern portion of that area, and 534 future parking spaces are proposed within the bridge corridor. Dunlap Drive and ADDSCO Road and existing internal drives will provide all access to the proposed parking areas.

Pertaining to the Modular Manufacturing Facility site, in addition to the proposed relocation of parking, five (5) large manufacturing, production and warehousing buildings are proposed, ranging in size from approximately 16,250 square feet to approximately 74,375 square feet. Approximately 34 much smaller support buildings are also proposed within that site. The proposed bridge corridor across the site will result in the removal of 19 existing frontage heritage trees along ADDSCO Road. As this area will eventually be under the bridge when completed, the replacement of the lost trees should not be required.

The proposed 99 parking spaces within the Dunlap Drive right-of-way will require Traffic Engineering and Engineering approval, and as illustrated in the Traffic Engineering comments, the process of obtaining approval has begun.

Within the Outfit Yard, the applicant proposes two (2) new large buildings totaling approximately 96,700 square feet, and six (6) smaller buildings at approximately 5,000 square feet each. No new parking or access to that site is proposed. The approved September 18, 2014 PUD for that site indicated several proposed buildings, but it appears that only one (1) building was constructed. As proposed the new buildings would constitute an expansion of over 50% of the existing building footprint, thus full compliance with the landscaping and tree planting requirements of the UDC would apply at the time of new construction.

The large tract of land proposed to be obtained from the Alabama Department of Transportation has never been before the Planning Commission or Board of Zoning Adjustment. The site is vacant, except for some minor structures on portions leased for other commercial purposes. The land portion is crescent-shaped with a large basin off the Mobile River in the middle. The applicant proposes 212 temporary parking spaces along the North and East portions of the site with two (2) access drives off Dunlap Drive. The Southern portion of the site is within the proposed bridge corridor, and the site plan indicates a future parking area for 534 parking spaces within this area with one (1) access point off Dunlap Drive. No buildings are proposed other than a small guard shack at the Northern-most entrance drive. As the site is a metes-and-bounds legal description, it must be made a legal lot of

record via a one-lot subdivision. The applicant requests exemption from the landscaping requirements for this site, and such would seem in order due to the fact that the parking relocation is caused by the bridge construction project.

The site plan provides parking numbers for current parking requirements, spaces provided, those displaced and those replaced, but does not provide any calculations for future requirements for the proposed new buildings throughout the site based on the square footage of office space or the number of manufacturing/warehousing employees. The UDC stipulates that any parking spaces in excess of the minimum requirement must be Alternative Surface. However, due to site being zoned I-2, the entire parking areas could be an approved Alternative Surface – gravel (64-3-12.A.5.(c)(3) and 64-3-12.A.5.(d)(3)). In terms of parking there are other considerations involved, such as the provision of pedestrian safety aisles (64-3-12.A.5.(i) and (j)) and the provision of bicycle parking as per 64-3-12.A.9.(b).

The site plan does not indicate dumpsters, nor are there any notations stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection.

A revised Modified Planned Unit Development site plan (hard copy and pdf) illustrating compliance should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f).

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

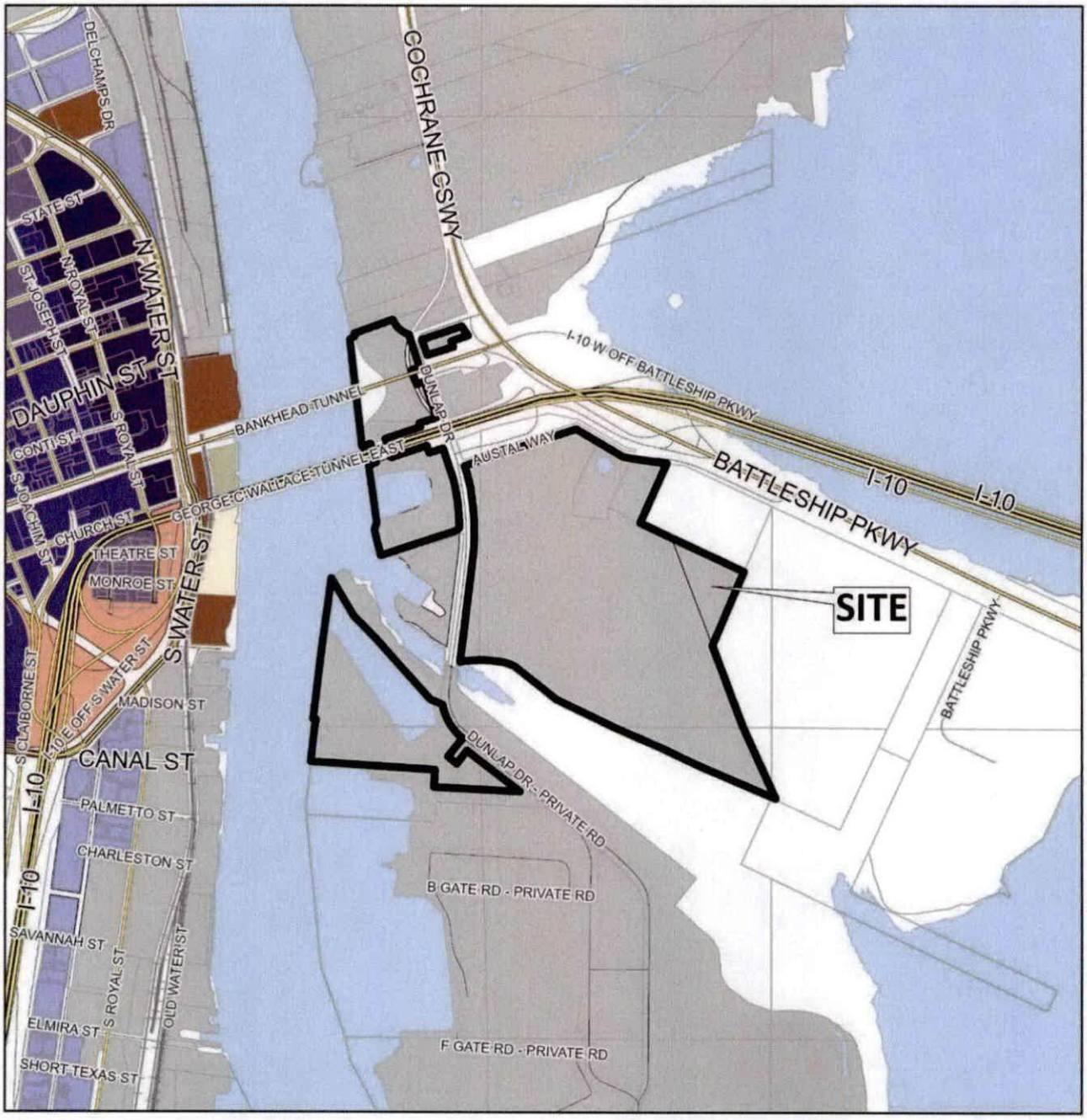
> Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:
>
> 1. Is consistent with all applicable requirements of this Chapter;
> 2. Is compatible with the character of the surrounding neighborhood;
> 3. Will not impede the orderly development and improvement of surrounding property;
> 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
>   a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
>   b. Includes adequate public facilities and utilities;
> 5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
> 6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
> 7. Shall not be detrimental or endanger the public health, safety or general welfare.
> 8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions should apply:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report;
10. Compliance with all Fire Department comments noted in this staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE March 21, 2024

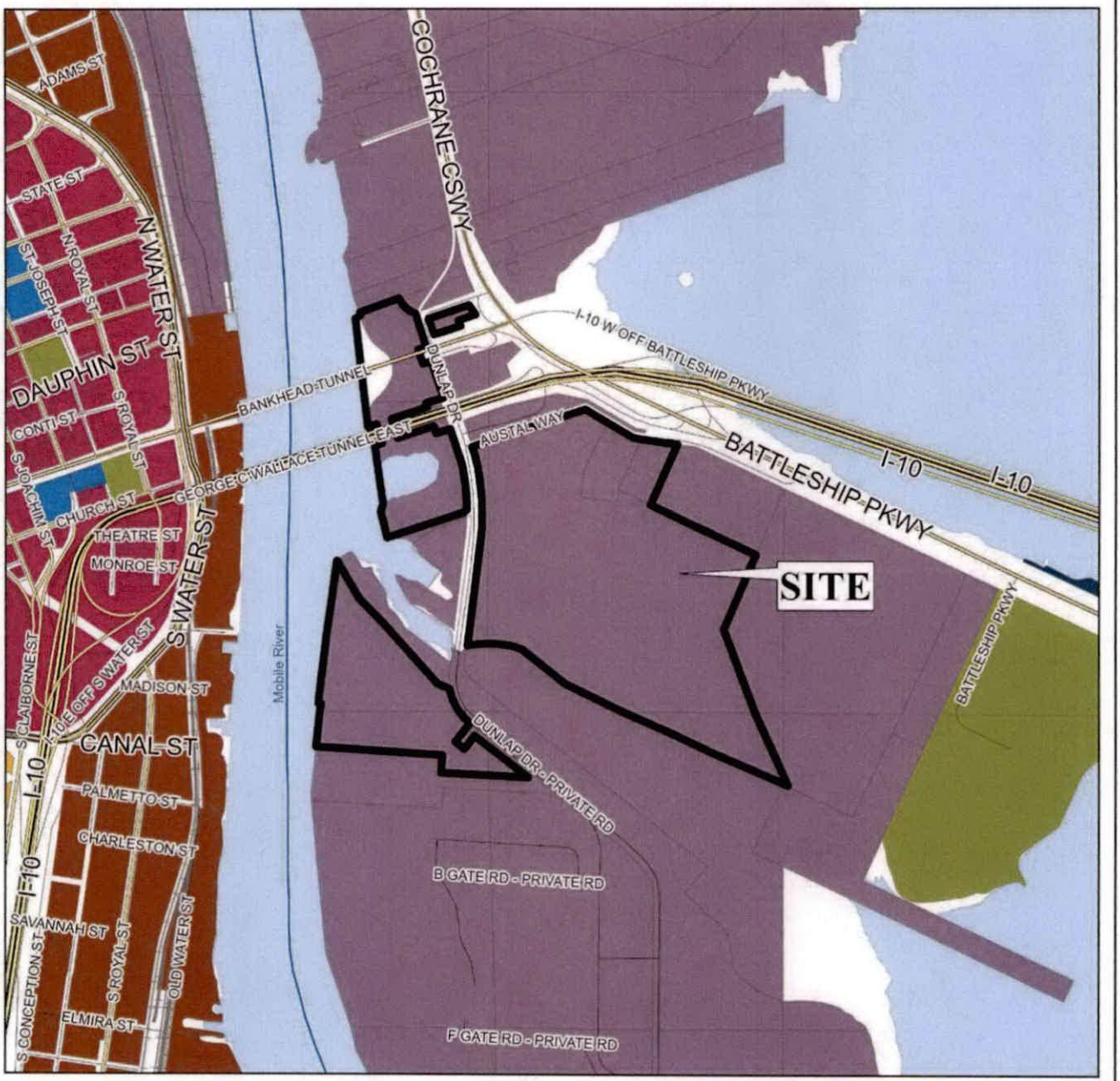
APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

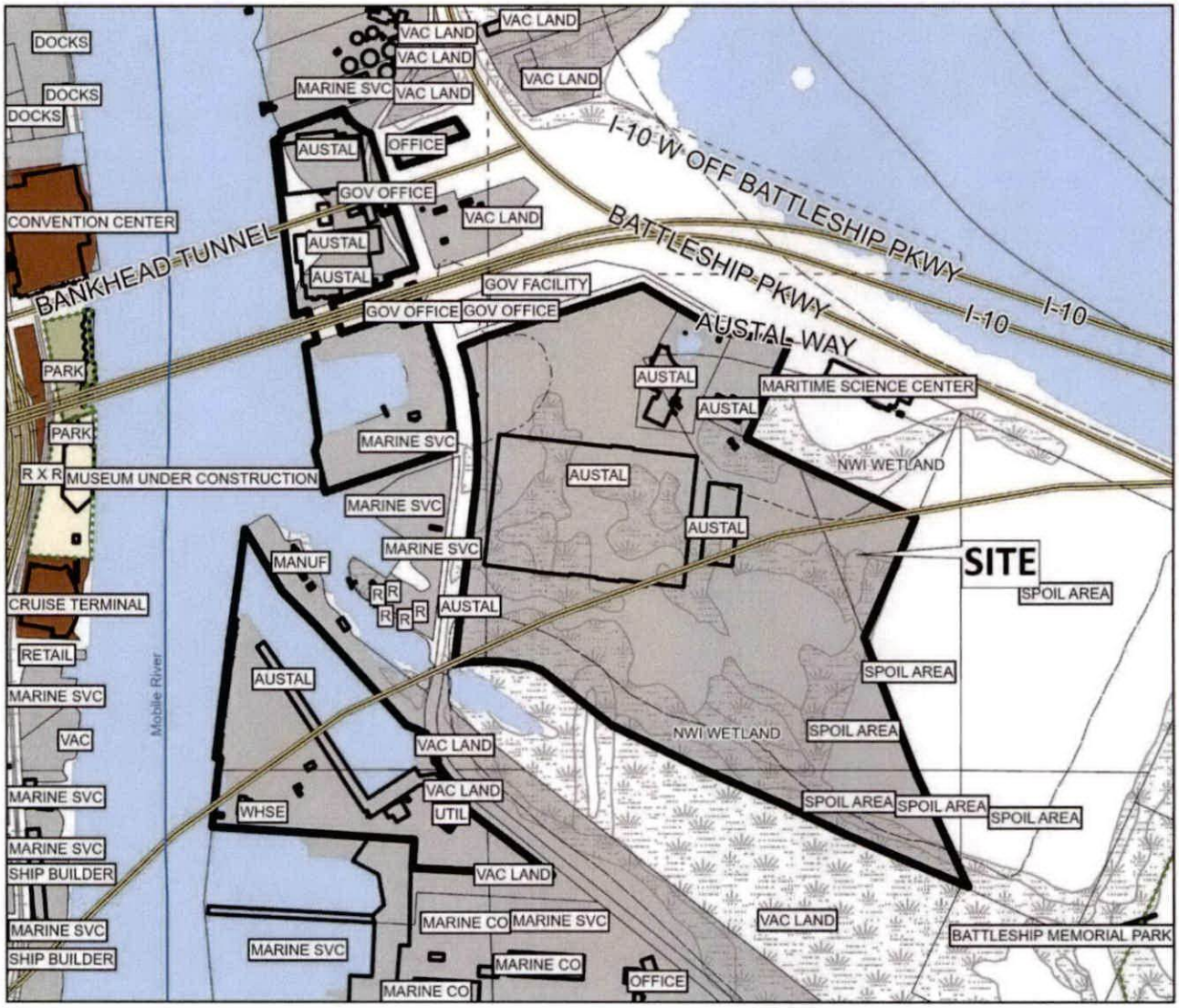
REQUEST PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by marine services and industrial units.

APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

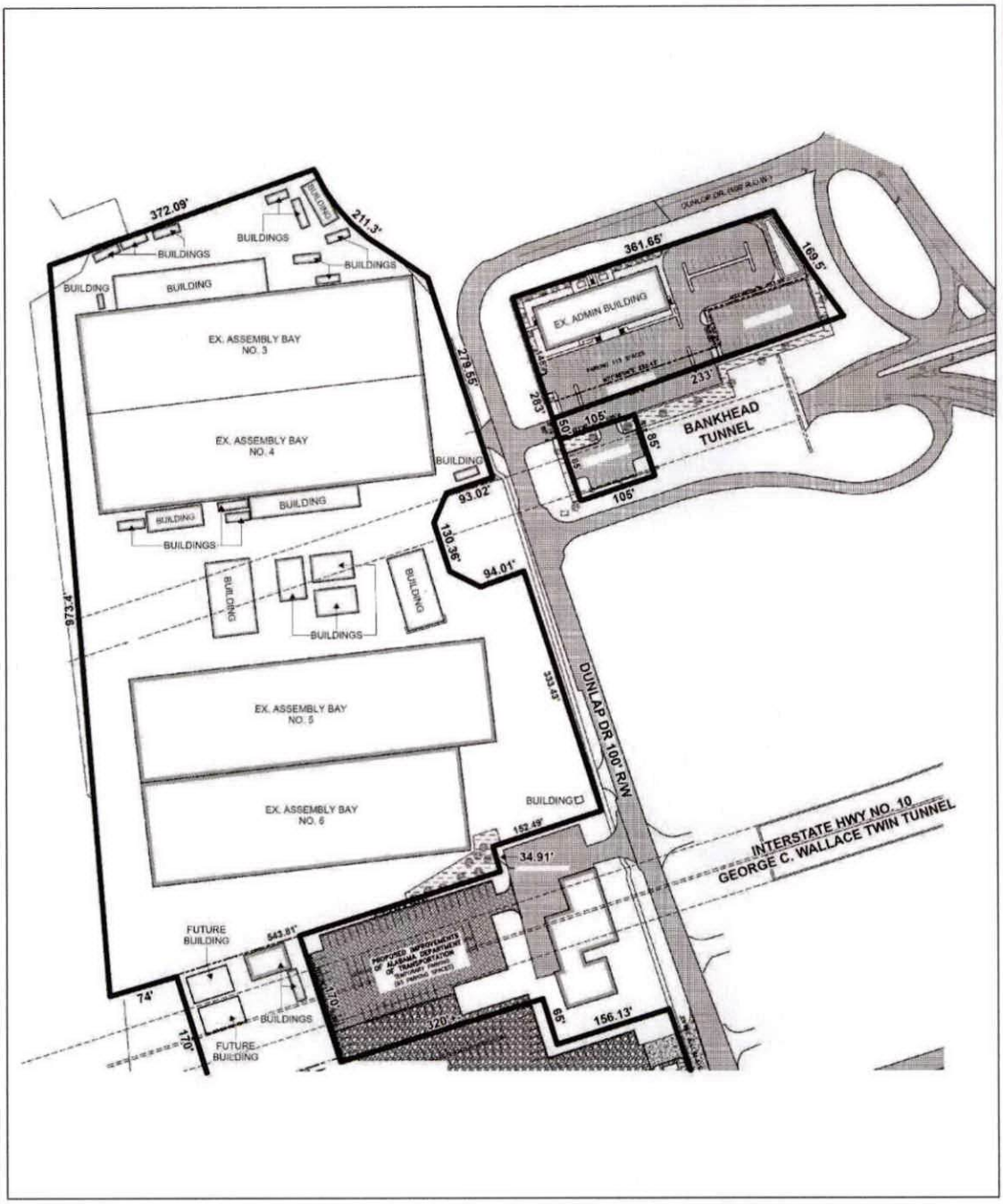
REQUEST PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



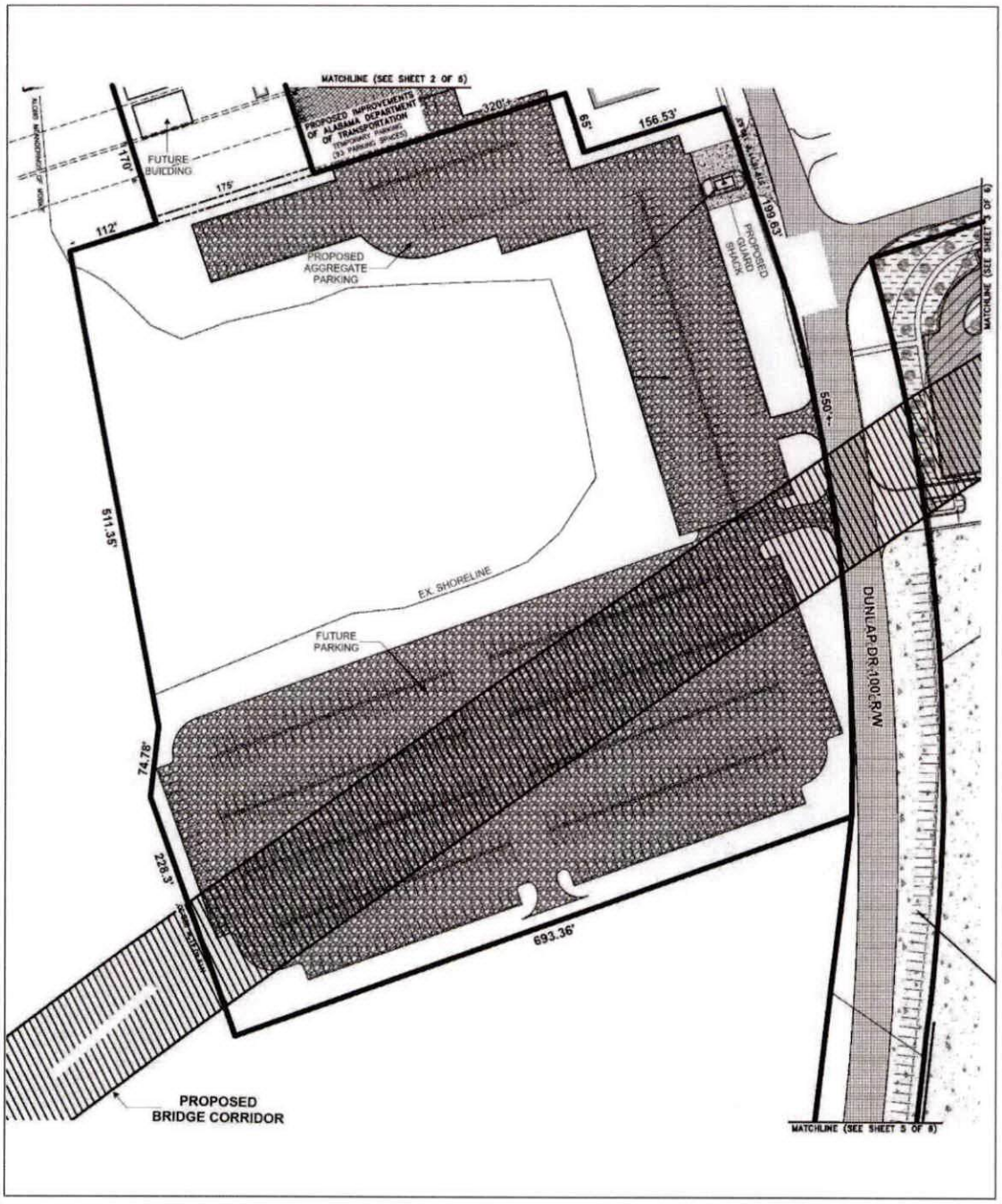
The site plan illustrates existing marine manufacturing facilities, existing buildings, and proposed buildings.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

SITE PLAN



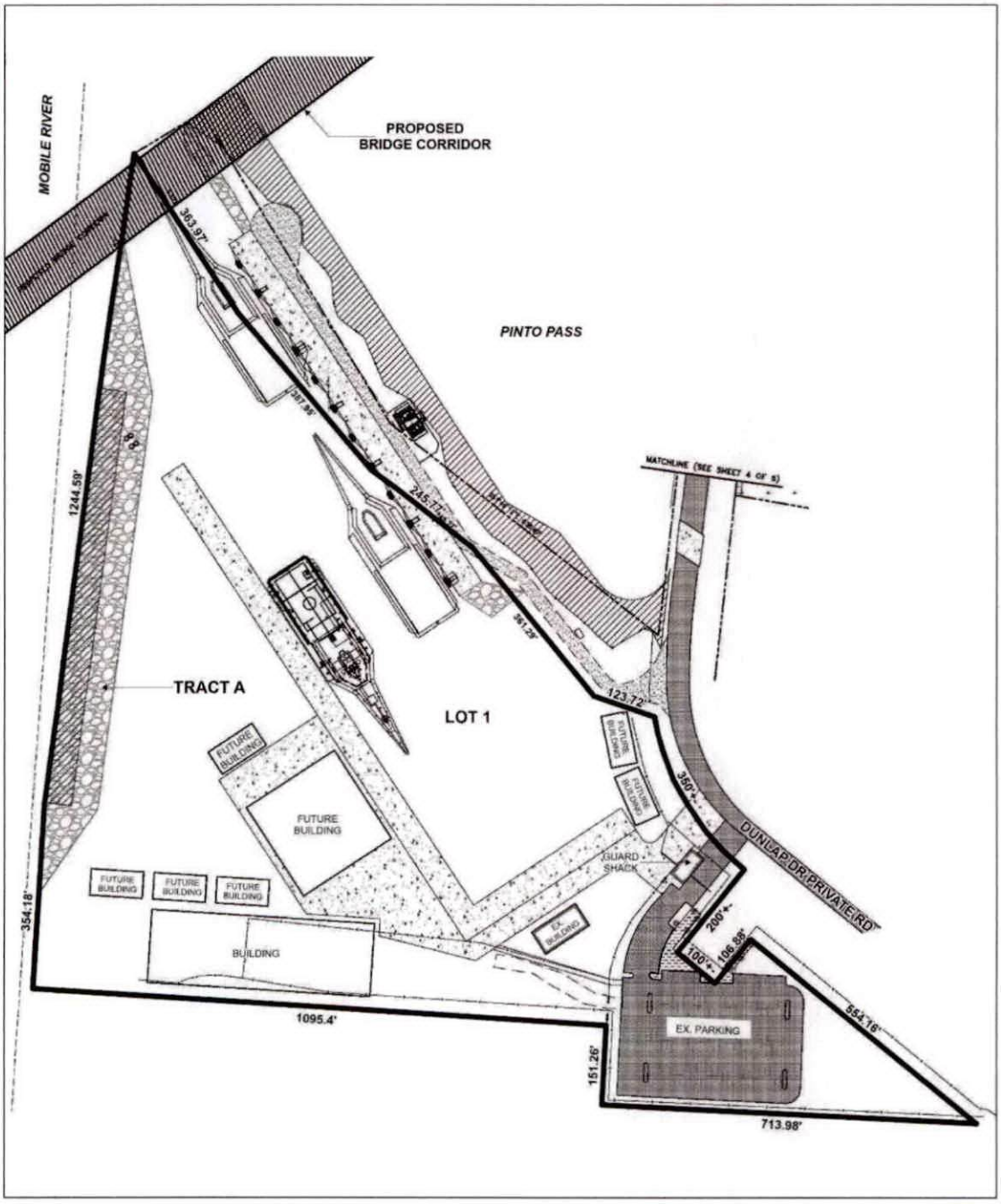
The site plan illustrates proposed buildings and proposed parking.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

SITE PLAN



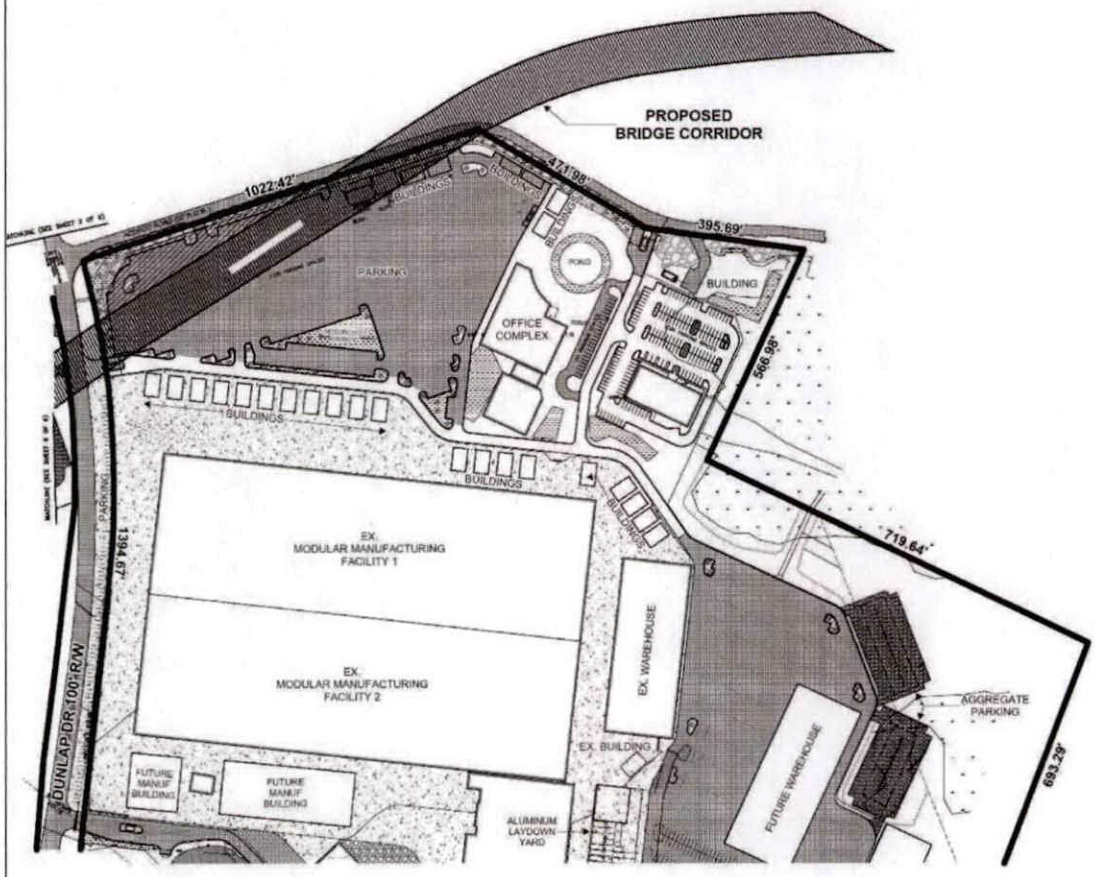
The site plan illustrates existing marine manufacturing facilities, existing buildings, existing parking, and proposed buildings.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

SITE PLAN



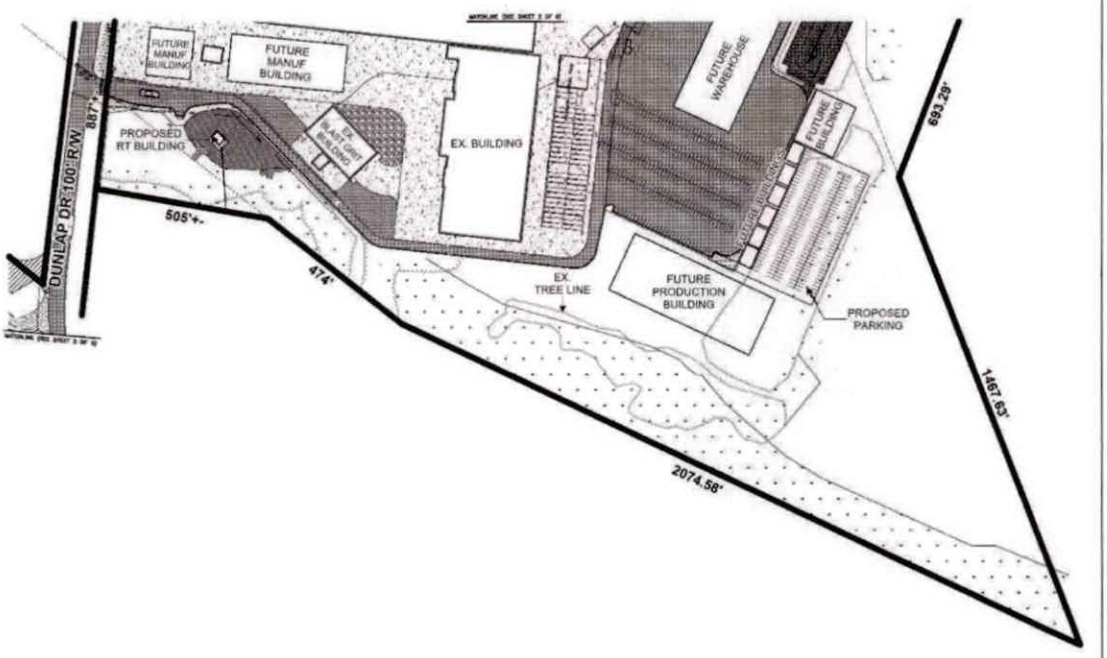
The site plan illustrates existing manufacturing facilities, existing buildings, existing parking, proposed buildings and proposed parking.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

SITE PLAN



The site plan illustrates existing manufacturing facilities, existing buildings, existing parking, proposed buildings and proposed parking.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX																
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Amend the Schedule of Licenses contained in Chapter 34, Article III, with regard to Automobile Dealers to decrease the License Rate for the year 2024, and increase the License Rate for Automobile Dealers for the year 2025.

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	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	5/16/2024 - 3:06 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:06 PM
Mayors Office	Barber, James	Approved	5/16/2024 - 3:10 PM

34 - _____ 2024

AN ORDINANCE TO AMEND
CHAPTER 34 – LICENSES AND TAXATION – OF THE MOBILE CITY CODE

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the City of Mobile ("City") wishes to amend Chapter 34 – LICENSES AND TAXATION, ARTICLE III. – BUSINESS LICENSE CODE AND SCHEDULE OF LICENSES, of the Mobile City Code;

WHEREAS, the City wishes to amend the SCHEDULE OF LICENSES contained in Chapter 34, Article III, with regard to Automobile Dealers to decrease the License Rate for the year 2024, and increase the License Rate for Automobile Dealers for the year 2025 and thereafter; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted to amend the "Schedule of Licenses" located in Chapter 34, of the Code of the City of Mobile, Alabama, 1991, as follows:

The following provisions located in the Schedule of Licenses currently reads as follows:

NAICS	Title	License Rate
441120	RETAIL – Automobile Dealers, used only	0.002090
441110	RETAIL – Automobile Dealer (new and used) whether Owned by the dealer or not, except dealers in Motorcycles.	0.002090

The above provisions of the Chapter 34, Schedule of Licenses, shall be amended to provide the rate for year 2024, to read as follows:

NAICS	Title	License Rate
441120	RETAIL – Automobile Dealers, used only	0.001427
441110	RETAIL – Automobile Dealer (new and used) whether Owned by the dealer or not, except dealers in Motorcycles.	0.000790

The above provisions of the Chapter 34, Schedule of Licenses, shall be amended to provide the rate for year 2025, to read as follows:

NAICS	Title	License Rate
441120	RETAIL – Automobile Dealers, used only	0.001427
441110	RETAIL – Automobile Dealer (new and used) whether Owned by the dealer or not, except dealers in Motorcycles.	0.001400

The above provisions of the Chapter 34, Schedule of Licenses, shall be amended to provide the rate for year 2026, and subsequent years, to read as follows:

NAICS	Title	License Rate
441120	RETAIL – Automobile Dealers, used only	0.002090
441110	RETAIL – Automobile Dealer (new and used) whether Owned by the dealer or not, except dealers in Motorcycles.	0.002090

All other sections of Chapter 34 remain in effect. No other provision of the Schedule of Licenses is altered by this amendment.

Severability. In the event that any subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof 2024, to read as follows:

Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Effective Date. This Ordinance shall be in full force and effect within the City of Mobile and its police jurisdiction from and after its adoption and publication as required by law.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Transfer funds in the amount of $200,000.00 from Capital Project #C0526, CIP Greenway Trail Segment 1 & 2, to Grant Fund G-TAP3MC, 3MC Greenway Trail Segment 2 TAP.

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	5/9/2024
Joint Budget Transfer	Backup Material	5/9/2024
Letter of Approval to Move Funds	Backup Material	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/9/2024 - 3:25 PM
Legal	Kern, Chris	Approved	5/9/2024 - 3:29 PM
Legal	Kern, Chris	Approved	5/9/2024 - 3:30 PM
Mayors Office	Barber, James	Approved	5/15/2024 - 12:28 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson,
Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $200,000.00 be transferred from capital project C0526 (20002000.94070) CIP Greenway Trail Sec 1 & 2 to Project G-TAP3MC (50015001.93030). These funds will be reallocated and used as match for the FY25 TAP Grant.

Adopted:

_____
City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 05/09/2024

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer $ 200,000.00

FROM CAPITAL PROJECT#: C0526

CAPITAL PROJECT NAME: CIP Greenway Trail Sec 1 & 2

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-TAP3MC

PROJECT NAME: 3MC GREENWAY TRAIL SEGEMNT 2 TAP

ACCT PROJECT STRING#: G-TAP3MC.MATCHINGGR

Michelle Rumpf
Employee signature

Laura Arnold
Approval signature

Created by B. Rhodes 7/6/2022

From: Washington, Jasmine
To: Mallory, Relya; Hollins, Tiffany; Angle, Laura; Threadgill, Randy; Levy, Tiffany
Subject: Grant Match Transfer of Funds - District 7
Date: Thursday, May 9, 2024 1:38:11 PM

Hi Relya & Tiffany,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- $200,000 from District 7 Capital Project C0526 CIP Greenway Trail Sec 1 & 2 to Grant Project - 3MC GREENWAY TRAIL SEGMENT 2 TAP G-TAP3MC.MATCHINGGRGrant Match Holding Account

Thanks so much for your help with this!

Jasmine Washington
CIP Manager
205 Government St, Room 222, South Tower
Mobile AL 36644
Tel: (251) 208 7043
Mobile: (251) 348 2024
jasmine.washington@cityofmobile.org
www.MapForMobile.org/CIP

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

Purpose and Scope of Project:

Improvement and maintenance of Right of Way

Amount of Contract:

$250,000.00

Funding Source

Project # C0911 **Discretionary Funds**

Project String 20002000-42200 **Contract Number:**4961

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Improvement and maintenance of Right of Way	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/16/2024 - 11:55 AM
Capital	Rhodes, Brenda	Approved	5/16/2024 - 12:22 PM
Legal	Kern, Chris	Approved	5/16/2024 - 2:55 PM
Mayors Office	Barber, James	Approved	5/16/2024 - 2:58 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Old Shell Road Overpass (AKA- Cooperative Cost Sharing Agreement for Improvement of Public Right of Way); COM Project # 2024-3005-15;D1

PROJECT #: C0911 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Improvement and maintenance of right of way

CONTRACT AMOUNT: $250,000.00

VENDOR NAME: Community of Mobile, Inc.

VENDOR NUMBER: 299105

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: LaShey Williams **Date** 05/16/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Community of Mobile, Inc.
Project Name:	CIP Old Shell Road Overpass (A.K.A. Cooperative Cost Sharing Agreement for Improvement of Public Right of Way) COM Project# 2024-3005-15
Estimated Cost:	$250,000.00
Adopted:	

_____
City Clerk

COOPERATIVE COST SHARING AGREEMENT FOR IMPROVEMENT OF PUBLIC RIGHT OF WAY

WHEREAS, the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor (hereafter CITY), is authorized to expend public funds when a public purpose will be thereby served, and may enter into agreements providing for the improvement of public facilities, including public right of way, which will benefit the public on land lying within the corporate limits of CITY; and

WHEREAS, CITY finds that a public purpose will be served by the expenditure of funds for the improvement and maintenance of the right of way along Old Shell Road at its intersection with the railroad trestle crossing over Old Shell, ease of Sage Avenue, within CITY (hereafter the SITE); and

WHEREAS, Community of Mobile, Inc., a non-profit corporation organized and existing under the laws of the State of Alabama (hereafter COM), has begun the initial planning of a substantial improvement project at the SITE consisting of architectural services (renderings, detailed construction drawings and project supervision), land survey and site pinning, site clearing, tree removal, sidewalk, curb and gutter improvement, landscaping and maintenance, automatic irrigation system (the UNDERPASS PROJECT); and

WHEREAS, CITY and COM seek to jointly fund the completion of UNDERPASS PROJECT and deem it necessary and desirable to set out herein the terms of this agreement with regard to funding and construction of the UNDERPASS PROJECT;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, CITY and COM enter into the following mutual agreement:

1. COM agrees to complete the UNDERPASS PROJECT as fully described in the scope contained in the attached Exhibit A, located at the SITE, with such design consultants contractors and subcontractors as is necessary. COM further agrees to perpetually maintain the landscaping at the SITE.

2. CITY agrees to allow COM to affix a post mounted bronze commemoration plaque near the inside edge of sidewalks at each entrance, in appreciation of the Underwriting Sponsors of the UNDERPASS PROJECT. The bronze plaque shall not exceed 3' x 3' in size.

3. CITY will appropriate for the use of COM the sum of $250,000.00 (the FUNDS) to be paid toward the UNDERPASS PROJECT to be completed at the SITE.

4. COM agrees to utilize the funds solely for the UNDERPASS PROJECT, and agrees to advance additional funding of its own, or obtained from other sources, for the UNDERPASS PROJECT, in at least the equivalent amount.

5. CITY funding will supplement and not supplant the COM contribution.

6. The funds will be disbursed by CITY with an initial payment of $125,000.00 upon full execution of this Agreement by both parties, and a subsequent disbursement of $125,000.00 upon proof of the execution of a signed contract with the General Contractor. Subsequent disbursement shall be conditioned upon notice from COM that it has obtained completed design plans and has entered into a contract with a general contractor.

7. COM shall refund to CITY any portion of the funds which are unused or used for any purpose other than the UNDERPASS PROJECT at the SITE. UNDERPASS PROJECT shall be completed by COM by September 30, 2024, or such extended time that CITY may agree to in writing. If UNDERPASS PROJECT is not completed within said time funding shall be refunded to CITY. In addition to and notwithstanding said completion date, road closure and traffic detours shall be restored to original traffic condition on or before August 5, 2024, unless this date is extended by the City engineer.

8. On or before October 30, 2024, or such later time no more than thirty (30) days following completion of the UNDERPASS PROJECT, COM shall provide to CITY a report which shall summarize the accomplishments and activities of COM relating to the construction of the UNDERPASS PROJECT.

9. COM shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and COM agrees that it will comply with Title 6 of the Civil Rights Act of 1964 and City of Mobile Ordinance No. 14-034 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, and COM and any subcontractors will 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. COM shall be and at all times remain responsible for the design, improvements, and construction of the Project, and City shall have no liability in connection therewith.

11. Notwithstanding any of the provisions of this Agreement, it is agreed that CITY has no financial interest in the business of COM, and shall not be liable for any debts or obligations incurred by COM, nor shall CITY be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the COM.

12. COM, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of CITY but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense 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 COM, provided for herein, are performed, but on the contrary, COM shall be wholly responsible therefor.

13. COM acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for CITY having entered into this agreement. Therefore, COM 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 CITY, which such consent shall be granted or denied solely at CITY discretion.

14. 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, 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

15. COM agrees to indemnify, defend and hold 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 COM, its principals, directors, agents, servants and employees in the performance of this Agreement, for which CITY is alleged to be liable.

16. 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 Mobile, Alabama.

17. Unless waived by CITY, COM 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. In consideration of the public purpose herein and the nature of the right of way improvement, CITY agrees to waive CITY permitting fees that would otherwise apply. COM or its agents will make all required permitting applications.

18. COM 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.

19. By signing this contract, COM 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.

Community of Mobile, Inc.
By: Lewis E. Beville

Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that LEWIS E. BEVILLE whose name as AUTHORIZED AGENT of Community of Mobile, 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 15th day of May, 2024.

(SEAL) Sabrina Taylor

Notary Public

State of Alabama At-Large

My Commission Expires: _____

SABRINA TAYLOR NOTARY PUBLIC STATE OF ALABAMA MY COMMISSION EXPIRES AUGUST 13, 2024

City of Mobile

_____

William S. Stimpson

Mayor

Attested by City Clerk:

_____

Date: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Joe Snowden, Administrative Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amend 2018 contract with First Transit,Inc., for management of Wave Transit, to set management and insurance fees for last two renewal years. Fee amounts were not set in original contract.
General fund -Wave Transit enterprise account.

Amount of Contract:

$3,011,631.00

Funding Source

Project # **Discretionary Funds**

Project String 6060.6060.40010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 FirstTransitAmend Agenda Package	Cover Memo	4/12/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Collins, Scott	Approved	5/16/2024 - 2:15 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:05 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:05 PM

Mayors Office	Barber, James	Approved	5/16/2024 - 3:10 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 THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to an agreement dated July 1, 2018, by and between the City of Mobile and First Transit, Inc, for management of the Wave transit system, to set management fees and insurance rates for the final two renewal years in a total amount of $3,011,631.00, as outlined in the contract amendment attached hereto and made a part hereof as though set forth in full.

A Copy of said contract amendment is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

DocuSign Envelope ID: 6958E532-32BF-422E-94D9-D2586A12D0C8

FIRST AMENDMENT TO MANAGEMENT AGREEMENT BETWEEN THE CITY OF MOBILE AND FIRST TRANSIT, INC.

THIS AMENDMENT ("Amendment 1") is made and entered into by and between the City of Mobile, a municipal corporation organized and existing under the laws of the State of Alabama, (hereinafter referred to as the "Client") and First Transit, Inc., a Delaware corporation, with its national headquarters at 720 Butterfield Rd #300, Lombard, IL 60148 (hereinafter referred to as "First Transit") (individually a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Management Agreement dated July 1, 2018 which has thereafter been extended two times since July 2021 (the "Agreement"); and

WHEREAS, the Parties desire to further extend the Agreement and amend certain portions thereof;

NOW, THEREFORE, the Parties mutually agree as follows:

1. Change of Address: First Transit, Inc. has a change of address and desires to amend the language the Agreement to reflect that change of address. All references to First Transit's old address within the Agreement shall now be changed to 720 Butterfield Rd #300, Lombard, IL 60148 as shown in the introductory paragraph above.

2. The term of this Agreement is extended for an additional period and will expire on June 30, 2025 ("Extended Term").

3. The Extended Term will include a revised pricing structure as shown in Attachment 1 below and incorporated herein.

4. First Transit and Client acknowledge that First Transit has provided Worker's compensation insurance and Commercial Automobile insurance (collectively, the "Insurance") for the operation of the Client's fleet since the start of the Agreement. First Transit and Client further acknowledge and agree that Client may, at its option, procure Insurance from a third-party. Participating in First Transit's Insurance pool shall not be a requirement, but rather an option for Client. Should Client elect to procure its own Insurance and no longer use First Transit's Insurance, they shall provide First Transit at least a 30-day written notice of any such decision.

DocuSign Envelope ID: 6958E532-32BF-422E-94D9-D2586A12D0C8

5. The Effective date for this Amendment 1 shall be July 1, 2023. For the avoidance of any doubt, the revised pricing structure from Attachment 1 shall be retroactively applied and Client shall pay for any price increase based on a July 1, 2023, Effective Date, not yet paid.

Except as Amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

CITY OF MOBILE

By:_____

Title:_____

FIRST TRANSIT, INC.

By: DocuSigned by: Jarod Varner BB4EC0F375CC437...

Title: RVP Transit Management

By: DocuSigned by: Scott Rougas EC640A2756EF474...

Title: Controller

DocuSign Envelope ID: 6958E532-32BF-422E-94D9-D2586A12D0C8

ATTACHMENT 1:

Contract Year July 1, 2023 – June 30, 2024	
Management Fee	$215,000
Commercial Automobile Insurance	$932,421
Worker's Compensation	$326,784
Contract Year July 1, 2024 – June 30, 2025	
Management Fee	$222,525
Commercial Automobile Insurance	$977,749
Worker's Compensation	$337,152

18-347

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Management Services Agreement, by and between the City of Mobile and FIRST TRANSIT, INC, in the amount of approximately $396, 215.28, for operation and management of the Wave Transit, 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: 06-12-18

City Clerk

MANAGEMENT AGREEMENT

This Agreement, is made and entered into this 12th day of June, 2018, by and between the City of Mobile, a municipal corporation organized and existing under the laws of the State of Alabama, (hereinafter referred to as the "Client"), and First Transit, Inc., a Delaware corporation (hereinafter referred to as "FIRST TRANSIT").

1. ENGAGEMENT

The Client hereby engages FIRST TRANSIT as an independent contractor to manage the operation of the public transit system in the Mobile urban area known as the "WAVE," including additions to and extensions thereof, (the "Transit System"), as provided herein. FIRST TRANSIT agrees to supply such services. The Agreement documents include this Management Agreement, First Transit's Proposal, and Client's Request for Proposals. The Request for Proposal and Proposal are attached hereto and incorporated herein. Should any of the terms conflict, priority will be assigned in the order the documents are listed.

2. DESIRED RESULT

The desired result to be achieved by FIRST TRANSIT is management of the Transit System under the Client's policies and in a way, which will provide the quality and quantity of service as determined from time to time by the Client. FIRST TRANSIT will work with the Client to continually assess the system and advise the Client on ways to increase its ridership and decrease its price per passenger ride. FIRST TRANSIT will not, however, be expected to achieve results beyond the limits of the funding and other resources made available to it for management of the Transit System.

3. SCOPE OF SERVICES OF FIRST TRANSIT

FIRST TRANSIT will furnish management services as reasonably required by the Client and necessary to assist the Client in the efficient operation of the Transit System under the policies, standards, and procedures established by the Client, and within the scope of FIRST TRANSIT's proposal. The management to be furnished includes, but shall not be limited to: assisting the Client in carrying out the functions of transit planning, marketing, real estate management, equipment and building utilization and maintenance, security, developing and evaluating routes, scheduling, fares, service standards, purchasing, accounting, budgeting, safety, securing insurance and managing claims, employee selection and training, labor negotiations (excluding grievances and interest arbitration), public relations, equipment selection, grant applications, grant management, and all other normal managerial functions reasonably required in the day-to-day operation of the Transit System.

FIRST TRANSIT will prepare operating budgets for the Transit System for the City's approval, and recommendations as to rates of fare to be charged to serve the goal of increasing ridership and decreasing costs per passenger, to the maximum extent feasible.

At the request of the Client, under separate contract and for an additional fee, FIRST TRANSIT will supply "Special Project" assistance. "Special Projects" include but are not limited to, Bus Line Inspections (BLI), Comprehensive Operational Analysis (COA), Transit Development Programs (TDP), MIS Projects, Operator Monitoring Services, or any other special programs requested of FIRST TRANSIT during the term of this Agreement. Special Projects are not within the scope of the day-to-day management services provided for herein. For each Special Project, the parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking -- reporting plan.

4. COMMENCEMENT AND TERM

The Effective Date of this Agreement is July 1, 2018, regardless of the date of execution, and the Agreement shall continue from the Effective Date for a term of three (3) years from the Effective Date. This Agreement shall be extended by mutual agreement of the parties for four additional one year terms, unless either party gives the other party sixty (60) days' written notice before expiration of the original or subsequent one year terms, of such party's desire to terminate the contract at its convenience.

5. OPERATING ENTITY AND PERSONNEL

A. FIRST TRANSIT will cause to be formed, under the laws of Alabama, a wholly-owned subsidiary by the name of Transit Management of Mobile, Inc. ("Transit Sub"). The Transit Sub will be the employer of all personnel necessary for the operation of the Transit System. Transit Sub will deliver to Client, within thirty (30) days following its formation, written evidence, executed and affirmed by the appropriate officers and/or directors, [Transit sub's] covenant to perform the obligations undertaken by FIRST TRANSIT pursuant to this Agreement and further acknowledging receipt from both FIRST TRANSIT and Client of consideration sufficient to bind it to the terms of the same.

B. FIRST TRANSIT will furnish a General Manager during the entire time this Agreement remains in effect. The General Manager including the first appointee and all replacements, shall be selected with the approval of the Client, which approval shall not be unreasonably withheld, shall serve at the expense of FIRST TRANSIT and shall provide the active management of the Transit System for and on behalf of the Client. The General Manager shall reside in the Mobile area. Management of the Transit System shall be the full time job of the General Manager. The General Manager and any other resident management personnel positions that may be added shall be the sole FIRST TRANSIT employee(s) under this Agreement.

C. FIRST TRANSIT may also furnish, upon mutual agreement of the parties, additional resident management personnel. The Client agrees, for a period of one (1) year following the expiration or sooner termination of this Agreement, not to solicit, nor to hire as an employee, nor to engage in any capacity whatsoever, FIRST TRANSIT employees, as defined in Section 5 B of this Agreement.

6. ADVISORY AND TECHNICAL ASSISTANCE

FIRST TRANSIT will furnish advisory and technical assistance, at the Transit System or elsewhere, as may be reasonably required to assist the General Manager in the management of the Transit System at no additional cost (except travel and living expenses as set forth in Section 6 herein). Such advisory and technical assistance shall include, but will not be limited to, services relating to the managerial functions identified in Section 3, and in-house counsel or other appropriate personnel to negotiate labor contracts and represent management on grievances. Advisory and technical assistance does not include legal services provided by outside counsel, which may be retained in accordance with paragraph 21 herein.

The Client will reimburse FIRST TRANSIT for travel and living expenses of non-resident FIRST TRANSIT personnel while they are providing advisory and technical assistance services away from their headquarters, as provided below, for time spent and expenses incurred in excess of the 80 hours of support time as set forth in First Transit's proposal:

Travel

1. Actual coach airfare.
2. Automobile allowance computed at the lesser of the rate per mile established by either the state or federal government at the beginning of each six month period that this Agreement is in effect.
3. Airport parking fees and related ground transportation costs.

Living

Actual costs incurred for lodging, plus $50.00 per Diem to cover food and miscellaneous expenses. The per diem amount shall be increased by $3.00 for each succeeding year of this Agreement. FIRST TRANSIT will keep adequate time and expense records to document the billings, which shall be submitted monthly to the Client.

7. COMPENSATION

FIRST TRANSIT's monthly fee for the services to be rendered pursuant to this Agreement will be as follows:

PERIOD	FEE
Year 1	**$10,791.68**
Year 2	**$11,004.40**
Year 3	**$11,221.86**
Year 4	**$11,444.16**
Year 5	**$11,671.45**

Payment will be made by the Client to FIRST TRANSIT on or before the 15th day of each month for that month's management fee on a pro rata basis of the annual fee. In the event this Agreement becomes effective or terminates during a calendar month, the fee due FIRST TRANSIT will be prorated on a daily basis. The Client will pay interest on any balance that remains outstanding more than thirty (30) days following the date on which payment is due at the rate of five percent (5%).

8. WORK FUNDS

A. The Client shall provide the Transit System with adequate working funds which shall be deposited in a "Regular Operating Checking Account," "Other Special Accounts as Needed," and a "Payroll Account" and shall be used to pay all payroll, fringe and pension benefit expenses and all other "operating expenses" of the Transit System under procedures and controls adopted by the Client. The ownership of said funds will remain in the Client.

B. As used herein, the term "operating expenses" of the Transit System shall mean and include, but not be limited to: (1) all wages, fringe benefits, and pension benefits of all personnel (excluding the General Manager of the Transit System), (2) all payroll, social security, property and all other taxes pertaining to the operation of the Transit System, (3) all rentals, utilities, association dues, insurance premiums and deductibles, (4) cost of fuel, supplies and parts, repairs, uninsured losses, judgments, settlements, awards (subject to the limitations set out below), and (5) all other charges, costs and expenses pertaining to the operation of the Transit System. It is also understood and agreed that the term "operating expenses" shall include all past, present, and future pension or profit sharing plan liability, including without limitation, liability for vested but unfunded or underfunded benefits, payable by the Client or its contractors.

C. All operating expenses shall be an obligation of, and paid by, the Client. Under no circumstances may the Client withhold or offset compensation to FIRST TRANSIT or reimbursable operating expenses stated on the Client's invoice. In the event of a dispute, the Client shall pay the invoice and protest disputed amounts in writing to the FIRST TRANSIT.

D. The foregoing notwithstanding, any fees and costs incurred by FIRST TRANSIT in connection with disputes between FIRST TRANSIT and Client arising from FIRST TRANSIT's breach of the terms of this agreement and/or from the gross negligence, wantonness, intentional misconduct, or criminal conduct of FIRST TRANSIT, its officers, agents or employees (excluding employees of the Transit Sub]will be paid by FIRST TRANSIT and will not be assessed to or paid by the Transit System or by Client.

Regarding uninsured losses, judgments, settlements and awards, the portion of any of the foregoing found against FIRST TRANSIT which shall have arisen as an uninsured or underinsured claim which is solely attributable to the gross negligence, wantonness, intentional misconduct, or criminal conduct of FIRST TRANSIT, its agents and employees [excluding employees of the Transit Sub], including but not limited to, the resident General Manager, shall not be an operating expense, and FIRST TRANSIT, shall not be entitled to reimbursement from Client for such portion of the judgment, settlement or award.

9. EXCLUDING OPERATING EXPENSES

Corporate expenses of FIRST TRANSIT not arising from the Transit System or FIRST TRANSIT's management or operation of the Transit System, comprehensive liability insurance for FIRST TRANSIT when not directly related to the Transit System, taxes of all kinds levied by reason of property owned by or net income of FIRST TRANSIT, and any expense not directly related to the obligations of FIRST TRANSIT under this Agreement, are excluded from reimbursement.

10. EQUIPMENT, FACILITIES AND SERVICES

The Client will furnish, at its expense and without cost to FIRST TRANSIT, the use of all necessary office space, utilities, furniture, equipment, supplies, materials, communication services, legal services outside the scope of FIRST TRANSIT's advisory and technical assistance under section 6, postage, secretarial and clerical help, and such automobile transportation and related parking as may be reasonably necessary for the management of the Transit System. The Client agrees to pay any other reasonable business expenses incurred by FIRST TRANSIT in the management or operation of the Transit System.

11. EMPLOYER STATUS

The Transit Sub] will be the employer and assume the employment of all employees, other than FIRST TRANSIT personnel, and all labor and other contractual obligations necessary for the operation of the Transit System. All collective bargaining agreements or other employment agreements and amendments thereto negotiated by FIRST TRANSIT will be submitted to the Client for approval.

12. REVENUE

Revenue derived from the operation of the Transit System, whether from passengers or from other sources, shall be and remain from the initial receipt thereof, the property of the Client. The handling and treatment of such revenue, including the banking thereof, and the accounting therefore, shall be as directed by the Client. FIRST TRANSIT on behalf of the Client, shall receive, collect and deposit all of the aforesaid revenue collected in its operations in the manner directed by the Client. FIRST TRANSIT shall keep and maintain the local books and records of the operation of the Transit System in conformity with the requirements, and at the direction of, the Client. FIRST TRANSIT shall render and certify to the Client such full and complete monthly or other operating reports and financial statements as the Client shall reasonably require.

13. TITLE TO PROPERTY

All real estate, buildings, equipment, buses, motor vehicles and all materials and supplies reasonably necessary for the operation of the Transit System shall be furnished by the Client and shall remain the property of the Client. All property of any type either real, personal, or mixed hereinafter acquired and reasonably necessary for performance of the Transit System operations shall be acquired at the Client's expense and shall become the property of the Client.

14. PURCHASING OF EQUIPMENT AND SUPPLIES

FIRST TRANSIT shall advise the Client from time to time regarding the types and amounts of materials, supplies, tools and equipment, including buses, needed for use in the operation or maintenance of the Transit System, and the types and amounts of grant funds available for payment of said costs. FIRST TRANSIT shall make recommendations as to type, quantity and amount of materials, supplies and equipment to be purchased, and such purchases shall be made pursuant to the Client's purchasing policy.

15. AUDIT AND INSPECTION OF RECORDS

FIRST TRANSIT shall permit the authorized representatives of the Client to inspect and audit all local data and records of FIRST TRANSIT reasonably relating to its performance under this Agreement. To the extent that federal or state funds are involved, the right to inspection and audit shall extend to authorized representatives of the United States Department of Transportation, the Comptroller General of the United States and the applicable state offices, if any.

16. BUDGETS AND PROJECTIONS; FARES AND SCHEDULES

FIRST TRANSIT agrees to prepare or assist in the preparation of the necessary annual budgets and projections as are required by the Client and agrees to furnish periodic reports and recommendations to the Client relating to service extensions, route planning and service policies. FIRST TRANSIT shall advise Client as soon as practicable if expenses are projected to exceed the budgeted funds.

17. FIRST TRANSIT EMPLOYEES

FIRST TRANSIT will be the employer of the General Manager, and will be solely responsible for said employee, and any other employees hired by FIRST TRANSIT to perform its obligations under this Agreement.

18. RESERVED

19. INSURANCE AND INDEMNIFICATION

A. Except as set forth below, FIRST TRANSIT shall furnish and maintain, at Client's cost and expense, at all times during the term of this Agreement, insurance which, at a minimum, includes the types listed in in paragraph B.1. through 4. In the minimum amounts set out therein. FIRST TRANSIT shall use its best efforts to secure the Optional Insurance Cost and Savings as described in Section 6, page 13 of its Proposal.

B. At all times during the term of this Agreement, FIRST TRANSIT, at its sole cost and expense, shall procure and maintain the following insurance naming Client and Transit Sub as additional insureds under such policies:

1. Commercial Auto Liability insurance for bodily injury and property damage having a combined single limit of not less than $15,000,000 per occurrence, which insurance shall also include, without limitation, collision and comprehensive coverage and

underinsured/uninsured coverage for Transit System owned or leased vehicles and equipment;

2. Commercial General Liability insurance for bodily injury and property damage having a combined single limit of not less than $5,000,000 per occurrence and $10,000,000 in the aggregate, which insurance shall also include, without limitation coverage for abuse and molestation. FIRST TRANSIT shall furnish liability insurance as described in its Proposal, incorporated herein.

3. Workers' Compensation insurance that, at a minimum, complies with the Workers' Compensation Laws of the State of Alabama.

All of the above insurance policies shall be primary and non-contributory insurance policies with respect to the operation of the Transit System. All of the above insurance policies shall contain a waiver of subrogation provision.

C. FIRST TRANSIT will coordinate the transition of insurance coverage for the Transit System from the current transit manager to FIRST TRANSIT within a timeline established by the parties, and provide Client with certificates of insurance naming the types and amounts of coverage, and copies of all insurance policies and endorsements as requested.

D. On or before the effective date of this Agreement, FIRST TRANSIT shall provide Client with: (i) copies of all insurance policies carried by FIRST TRANSIT; and (ii) proof of the above described insurance coverage, in the form of Certificates of Insurance. All Certificates of Insurance must be signed by an authorized representative of FIRST TRANSIT's insurance carrier and must state that the issuing company, its agents, or representatives will provide Client thirty (30) days written notice prior to cancellation or material reduction in coverage on any policy. Renewal certificates must be provided to Client within ten (10) days after the effective date of the renewal. Client and Transit Sub shall be named as additional insureds on all such policies, where applicable.

E. FIRST TRANSIT shall indemnify, defend, protect and hold harmless the Client, its members, directors, officers, employees, and agents, for, from and against any and all claims, damages, liabilities, suits, administrative proceedings, and expenses, including attorney fees and costs, arising from the gross negligence or willful misconduct of the General Manager.

20. RESERVED.

21. LEGAL COUNSEL

It shall be the responsibility of the Client to handle all legal matters of the Transit System are outside the scope of advisory and technical assistance in Section 6 and are not covered by insurance. Client shall use its best efforts to retain counsel reasonably acceptable to FIRST TRANSIT and treat the cost thereof as an operating expense of the Transit System.

Any fees and costs incurred by FIRST TRANSIT in connection with disputes between FIRST TRANSIT and City will be paid by FIRST TRANSIT and will not be assessed to or paid by the Transit System or by City.

22. FORCE MAJEURE

FIRST TRANSIT shall not be liable to the Client for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, labor unrest, labor shortages, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the reasonable control of FIRST TRANSIT.

23. NO PERSONAL LIABILITY

No officer, director, or employee of the Client or of FIRST TRANSIT shall be personally liable for the fulfillment of the conditions of this Agreement.

24. DEFAULT

In case of a breach of any material provision hereunder, the nonbreaching party shall give the other party prompt written notice of such breach, setting forth the facts in reasonable detail. In the event that the breaching party has not cured such breach within thirty (30) days (or in case of breaches which require a longer period to cure, has failed to commence upon such cure within said period and thereafter to diligently proceed with the same to completion), the nonbreaching party shall have the right to terminate this agreement without further notice. This Agreement shall also be terminable for cause at the option of the other party if any party is adjudicated bankrupt; is subjected to the appointment of a receiver and fails to have such a receiver removed within ninety (90) days; has any of its property attached and fails to remove such attachment within ninety (90) days; becomes insolvent; or, for a period of ninety (90) days, is unable to pay its debts as the same become due, upon ninety (90) days' notice.

25. SEVERABILITY AND INTENT

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

26. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to inure to the benefit of any third parties, and confers no rights on anyone other than the Client and FIRST TRANSIT.

27. ASSIGNMENT

This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. However, this Agreement shall be binding upon the successors or assigns of the respective parties.

28. NOTICE

Notice to FIRST TRANSIT means notice in writing addressed to FIRST TRANSIT's local General Manager at the local address of the Transit System, and to the Vice President of Transit Management, FIRST TRANSIT and delivered to the office of FIRST TRANSIT at 600 Vine Street, STE 1400, Cincinnati, Ohio 45202. Notice to the Client means notice in writing addressed to Chief Procurement Officer/ADA Coordinator, City of Mobile, Alabama, 205 Government Street, Mobile, AL 36644.

29. APPLICABLE LAW

Subject to Federal Law requirements found in **Exhibit A,** this Agreement shall be governed by the laws of the state of Alabama without regard to conflict of law principles and any dispute shall be venued in the courts located in Mobile, Alabama.

30. ENTIRE AGREEMENT

This Agreement, including all Exhibits hereto, constitutes the entire agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged, nor may this Agreement be amended except by a writing executed by both parties. If any provisions, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect. If any language in this Agreement shall conflict with any language in the Exhibits hereto, the language of this Agreement shall govern.

EXHIBITS:	Exhibit A	Federal Requirements
	Exhibit B	First Transit Response dated January 18, 2018, to City of Mobile Request for Proposal Transit Management Services
	Exhibit C	City of Mobile Request for Proposals 2018-002

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF MOBILE

_____
Witness

By: _____

Title: _____

Date: _____

ATTEST: _____ City Clerk

FIRST TRANSIT, INC.

Gayla Maxwell
Witness

By: _____

Title: President

Date: 5/17/18

Transit Management of Mobile, Inc.

Gayla Maxwell
Witness

By: _____

Title: President

Date: 5/17/18

EXHIBIT A

FEDERAL REQUIREMENTS

1) Program Fraud and False or Fraudulent Statements and Claims.

The Contractor acknowledges and agrees as follows:

A. The Contractor acknowledges that the requirements of the Program Fraud Civil Remedies Act of 198 6, as amended, 3 1 U. S. C. § § 3 801 et al. and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 3 1, apply to its actions pertaining to the Project. Accordingly, by signing the Contract or Subcontract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent that the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2) Federal Changes.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October,1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3) Civil Rights Requirements.

The following requirements apply to the underlying contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act

B. of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et al., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. I 1 3 7 5, " Amending Executive Order I 1 246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4) Title VI.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") title 49, CFR, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and Leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or Leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the -**Purchaser** or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish

this information the contractor shall so certify to the **Purchaser** , or the -Federal Transit Administration (FTA) as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Compliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the **Purchaser** shall impose contract sanctions as it or the (Name of the Appropriate Administration) may determine to be appropriate, including, but not Limited to:

1) withholding of payments to the contractor under the contract until the contractor complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

5) Termination Provisions.

A. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **Purchaser** may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **Purchaser** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the **Purchaser**, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

B. Opportunity to Cure (General Provision)

The **Purchaser** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to **Purchaser**'s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from **Purchaser** setting forth the nature of said breach or default, **Purchaser** shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to

preclude **Purchaser** from also pursuing all available remedies against Contractor and its sureties for said breach or default.

C. Waiver of Remedies for any Breach

In the event that **Purchaser** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **Purchaser** shall not limit **Purchaser**'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6) Requirements for Disadvantaged Business Enterprises (DBE).

The Federal Fiscal Year goal has been set by (**Grantee**) in an attempt to match projected procurements with available qualified disadvantaged businesses. **Purchaser** goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by **Purchaser** as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal. If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the Contractor non-complaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

A. Policy - It is the policy of the Department of Transportation and **Purchaser** that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the Regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of **Purchaser** to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of **Purchaser** procurement activities are encouraged.

B. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the

performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the contractor non-complaint and in breach of contract. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with **Purchaser** DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of **Purchaser** and will be submitted to **Purchaser** upon request. **Purchaser** will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements DBE Program

Definitions, as used in the contract:

A. Disadvantaged business "means a small business concern":

1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

2) Whose management and day business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. or

3) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 5 1% of the stock of which is owned by one or more women individuals; and

4) Whose management and daily business operations are controlled by one or more women individuals who own it.

B. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

C. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or

D. individuals found to be disadvantaged by the Small Business Administration pursuant to section g(a) of the Small Business Act.

1) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
2) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3) "Native Americans', which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
5) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

7) Environmental Protection.
The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act-of 1969, as amended, 42 U. S.C. §§ 4321 et seq. in accordance, with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S. C. § 5324(b); Council on Environmental Quality Regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA Regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

8) Energy Conservation.
The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. \

9) Privacy.
To the extent that the Contractor, any third party contractor at any tier, any sub-recipient at any tier, or their employees administer any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected sub-recipient at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552, (the Privacy Act). Specifically:

A. Consent of Federal Government. The Contractor agrees to obtain the express consent of the Federal Government before it or its subcontractors, or any

B. of their employees operates a system of records on behalf of the Federal Government.

C. Acknowledgment of Civil and Criminal Penalties. The Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act apply to those individuals administering a system of records for the Federal Government under the Project, and that failure to comply with the Privacy Act may result in termination of the Contract .

10) Access to Records and Reports.

The following access to records requirements apply to this Contract:

A. Where the Purchaser is not a State but a local government and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the Unites States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 531 1.

B. Where the Purchaser is a State and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

C. Where any Purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U. S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)l) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller

General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. The Contractor agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11) Access to Records.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of a such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(I 1).

12) Clean Air.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. §§ 7401 et seq. Specifically:

A. to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by the FTA.

13) Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. The contractor agrees to report each violation to the **(Grantee)** and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

14) Notification of Federal Participation.

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Contractor agrees to

specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

15) 13(c) and Transit Employee Protective Arrangements.

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

A. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with ten-ns and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U. S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 53 10(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 531 1. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 53 10(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 53 10(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49

U.S.C. §5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U. S.C. § 531 1, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S.

D. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16) Charter Service Operations.

The Contractor agrees to comply with 49 U. S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

17) School Transportation Operations.

Pursuant to 69 U. S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

18) Access Requirements for Individuals with Disabilities.

The Contractor agrees to comply with the requirements of The Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., including but not limited to the regulatory provisions of 49 CFR Parts 27, 37 and 39.

19) Drug Abuse and Testing Requirements.

The Contractor agrees to participate in **Purchaser**'s drug and alcohol program established in compliance with 40 FR 653 and 654. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating

administrations, the State Oversight Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports annually. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20) Disputes.

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Purchaser**'s representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the next higher chain of command. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of this person shall be appealable to an arbitrator.

Performance During Dispute. Unless otherwise directed by **Purchaser**, Contractor shall continue performance under this Contract while matters in dispute are being resolved, unless dispute involves a past due payment owed to Contractor uncured within 90 days, in which case Contractor may discontinue performance.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes

and other matters in question between the **Purchaser** and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the **Purchaser** is located.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the **Purchaser** or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21) Incorporation of FTA Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220. ID, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, failure to perform any act, or refuse to comply with any **Purchaser** requests which would cause **Purchaser** to be in violation of the FTA terms and conditions.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Autonation Ford Mobile for 5 2024 Ford Bronco Sport 4x4 SUVs for Municipal Enforcement
Fleet capital

Amount of Contract:

$151,450.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 Auto Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 3:21 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
7128	2024	(F7000) MOTOR POOL	5 2024 FORD BRONCO SPORT 4X4 SUVS FOR MUNICIPAL ENFORCEMENT (SEALED BID 5878)	$151,450.00	(270013) AUTONATION FORD MOBILE

Adopted:

_____
City Clerk

Bill To	Requisition 00007128-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
AUTONATION FORD MOBILE	MUNICIPAL GARAGE
901 E I-65 SERVICE RD S	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	AGEET@CITYOFMOBILE.ORG
Tel#251-478-3351	Delivery Reference
Fax 251-643-1244	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	270013				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 FORD BRONCO SPORT BIG BEND 4x4 AS FOLLOWS: 1.5L ECOBOOST ENGINE, 8-SPEED AUTOMATIC, OXFORD WHITE IN COLOR, EBONY, UNIQUE CLOTH FRONT BUCKET SEATS	5.00 EACH	30290.00000	151450.00

Additional Description Notes

2024 FORD BRONCO SPORT BIG BEND 4x4 AS FOLLOWS: 1.5L ECOBOOST ENGINE, 8-SPEED AUTOMATIC, OXFORD WHITE IN COLOR, EBONY, UNIQUE CLOTH FRONT BUCKET SEATS-INCLUDE EASY TO CLEAN CLOTH, 6-WAY MANUAL DRIVER AND 4-WAY MANUAL PASSENGER SEATS, FRONT LICENSE PLATE BRACKET, DAYTIME RUNNING LAMPS, FRONT & REAR FLOOR LINERS W/O CARPET MATS, REAR PARKING SENSORS

VENDOR QUOTED FORD BRONCO SPORT

AS PER CITY OF MOBILE BID # 5878 AND YOUR QUOTE

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP05510 .VEHICLEEXP. . 151450.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To

Bill To	Requisition 00007128-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	270013				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	.	1.00 EACH	0.00000	0.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP05510 .VEHICLEEXP. .			.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 151450.00

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

Account	Amount	Remaining Budget
E MP05510 .VEHICLEEXP. .	151450.00	52366.49

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

Bill To	Requisition 00007128-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	270013				MOTOR POOL

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		151450.00	12892863.56
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	04/01/24	CHARLES SUMRALL	Approve Spec
Approved	04/05/24	SHONNDA SMITH	
Approved	04/05/24	CHERI BOUCHER	Auto approved by: 910518244
Unknown	05/09/24	JOHN PAINE	
Approved	05/09/24	DONALD ROSE	Auto approved by: 9105paij
Approved	05/09/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/09/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/09/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/09/24	JOHN PAINE	
Approved	05/09/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/16/2024	5878	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, May 1, 2024

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.					

SPORTS UTILITY VEHICLE

Appx 5-10

2024 Ford Bronco Sport (R9B) Big Bond 4x4 Sports Utility Vehicle or equal

Make & Model _____

Furnish Literature and Specifications.

Upon award the City will purchase a minimum of five (5) Ford Bronco Sport (R9B) Big Bend 4x4 models or equal.

The following are to be included in the above vehicle:

- YZ – Oxford White
- QH – Seating cloth, 6-way manual driver
- 942 – Daylight running lights
- SOC – Floor liners
- 18B – Rear parking sensors
- 200A – Equipment group

Include Certificate of Title in your Bid price.

The City reserves the right to inspect any vehicle bid prior to award.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Business License Required (See Instruction #14).

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

Pricing to be good for current model year bid.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org..

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for operational upfit of 18 Chevrolet PPV SUVs for MFRD.
Motor Pool capital

Amount of Contract:

$180,746.64

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240516 Dana Agenda Package POs	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:04 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
9115	2024	(1510) FIRE ADMINISTRATIO	OPERATIONAL UPFIT OF 18 CHEVROLET TAHOE PPV SUVS FOR MFRD (AL STATE CONTRACT)	$180,746.64	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PURCHASING AS PER STATE OF ALABAMA CONTRACT MASTER AGREEMENT MA230000004209			
001	SIREN AUTOMOTIVE AS FOLLOWS,	18.00 EACH	520.26000	9364.68
	Additional Description Notes			
	PART #W717CPYM ETSA481RSR SOI, 400 SERIES REMOTE SIREN, W/KNOB, 100WATT PER QUOTE 531805-B			
	Vendor Item			
	Inventory Item/Loc 13575			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			9364.68
	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	SIRENS: PART #6W717DLX9 ETSS100J SOI 100J SERIES COMPOSITE SPEAKER	18.00 EACH	196.18000	3531.24

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER QUOTE 531805-B Vendor Item			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			3531.24
	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	PART #a6W717EFCG ENFWB00ELH SOI, NFILB, FRNT, 8MOD, 2021-23 TAHOE, RW PER QUOTE 531805-B Vendor Item	18.00 EACH	916.98000	16505.64
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			16505.64

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				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	PART #6W717FJ8Y ENFWB00U8T SOI, NFILB, REAR, 8MOD, 2021-22 TAHOE, RA PER QUOTE 531805-B Vendor Item	18.00 EACH	916.98000	16505.64
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			16505.64
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 4

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
005	LIGHT: PART #6W717GGX1 ESLRL6115D SOI, SL RUNNING, 61", 5MOD, R/W, 2CLR/DUO PER QUOTE 531805-B Vendor Item	36.00 EACH	286.66000	10319.76
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			10319.76
	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	LIGHT: PART #a6W717HQ1V PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE PER QUOTE 531805-B Vendor Item	36.00 EACH	20.44000	735.84
	1 7000.40.20.0000.0000.2070.0000.0000.47120.			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E MP01522 .VEHICLEEXP. .			735.84

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

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

007	LIGHT: PART #6W71EAZJL EMPS4STS4D SOI, MPWR HD, 4", STM, CLR HSG, RED/WHT PER QUOTE 531805-B Vendor Item	72.00 EACH	106.75000	7686.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			7686.00

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

Deliver To

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 6

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	PART #6W717K3NT PMP2WSDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK 531805-B PER QUOTE 531805-B	36.00 EACH	15.22000	547.92
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			547.92
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	PART #W717KWQ2 EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT PER QUOTE 531805-B	72.00 EACH	106.57000	7673.04
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			7673.04

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010	PART #6W71ECI5K PMP2BKGBPB SOI GRILLE MOUNT PLATE PER QUOTE 531805-B Vendor Item	72.00 EACH	8.70000	626.40
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			626.40
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 8

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
011	PART #6W717O909 EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT PER QUOTE 531805-B	36.00 EACH	106.57000	3836.52
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			3836.52
	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			
012	PART #6W719IGEV EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT PER QUOTE 531805-B	36.00 EACH	106.57000	3836.52
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			3836.52

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 9

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/14/24	290980				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			
013	PART #717PVTJ EXFS10002-D 56.1100 4,039.92 SOI XF Flush Mount Light R/W PER QUOTE 531805-B	72.00 EACH	56.11000	4039.92
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			4039.92
	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 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 10

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
014	PART #a6W717RLOW EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W PER QUOTE 531805-B	18.00 EACH	51.76000	931.68
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			931.68
	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			
015	MOUNT ON UNDERSIDE OF CARGO HATCH 18 N 18PART #a6W7190JOE PART #7160-1566 GJ, CONSOLE BOX, 2021-23 TAHOE, WIDE, RMK TAB, 20“ PER QUOTE 531805-B	18.00 EACH	564.30000	10157.40
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			10157.40

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 11

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/14/24	290980				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			
016	PART #a6W719CHFP 7160-0846 GJ DUAL INTERNAL CUPHOLDER FOR CONSOLE BOX PER QUOTE 531805-B	18.00 EACH	51.87000	933.66
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			933.66
	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 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 12

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
017	PART #a6W719DGW3 7160-1216-09 GJ MONGOOSE XLE 9IN MOTION ATTACHMENT PER QUOTE 531805-B	18.00 EACH	336.30000	6053.40
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			6053.40
	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			
018	PART #6W719KFE0 7160-0524 GJ BREAKAWAY ARMREST MOUNTS TO MCS CONSOLE BOX PER QUOTE 531805-B	18.00 EACH	222.87000	4011.66
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			4011.66

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 13

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/14/24	290980				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			
019	PART #7160-1299-10 GJ PRO-SIZE UNIVERSAL TABLET CRADLE PER QUOTE 531805-B	18.00 EACH	139.65000	2513.70
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			2513.70
	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 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 14

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
020	PART #6W719MJSK 7160-0494 GJ TABLE MOUNT PER QUOTE 531805-B	18.00 EACH	84.93000	1528.74
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			1528.74
	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			
021	PART #6W719N6AD 7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) PER QUOTE 531805-B	18.00 EACH	23.94000	430.92
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			430.92

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 15

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				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			
022	PART #6W719NWFK 15371 GJ DUAL USB POWER PORT 4.2 A PER QUOTE 531805-B	18.00 EACH	63.27000	1138.86
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			1138.86
	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 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 16

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
023	PART #a6W719TZN5 INSTALL KIT MISC INSTALLATION SUPPLIES I.E PER QUOTE 531805-B	18.00 EACH	250.00000	4500.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			4500.00
	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			
024	PART #a6W719U9Z6 INSTALL DSS INSTALLATION OF EQUIPMENT PER QUOTE 531805-B	18.00 EACH	2818.75000	50737.50
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			50737.50

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 17

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/14/24	290980				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			
025	DELIVERY FEE	18.00 EACH	700.00000	12600.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			12600.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 18

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			180746.64

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	180746.64	308328.90

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	180746.64	11948837.92
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	05/16/24	CHARLES SUMRALL	
Queued	05/16/24	SHONNDA SMITH	
Queued	05/16/24	CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		SAMANTHA COOLEY	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Dana Safety Supply, Inc. MA230000004209

Linked Solicitation
Emergency Lighting, Consoles, Guards & Vaults Bid

Sourcing Number
SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/7/2023

End Date
9/6/2024

Documents

- State of Alabama Emergency Lighting Contract Executive Summary.pdf
- Master_Agreement_V1.pdf

Items

Item Name	Product Code		UOM
Code 3 Emergency Lighting	1	0.00	USD
Code 3 Emergency Lighting	2	68.75	Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00	USD
Feniex Emergency Lighting	7	0.00	USD
Feniex Emergency Lighting Labor Rate	8	68.75	Hour
Feniex Lighting Shop Supplies	9	0.00	USD
Go-Rhino Emergency Lighting	10	0.00	USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75	Hour
Go-Rhino Lighting Shop Supplies	12	0.00	USD
Havis Emergency Lighting	13	0.00	USD
Havis Emergency Lighting Labor Rate	14	68.75	Hour
Havis Lighting Shop Supplies	15	0.00	USD
Pro-Gard Emergency Lighting	16	0.00	USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75	Hour
Pro-Gard Lighting Shop Supplies	18	0.00	USD
Soundoff Signal Emergency Lighting	19	0.00	USD
Soundoff Signal Lighting Labor Rate	20	68.75	Hour
Soundoff Signal Lighting Shop Supplies	21	0.00	USD
Star Signal Emergency Lighting	22	0.00	USD
Star Signal Lighting Labor Rate	23	68.75	Hour
Star Signal Lighting Shop Supplies	24	0.00	USD
Gamber Johnson Products	31	0.00	USD
Gamber Johnson Labor Rate	32	68.75	Hour
Gamber Johnson Shop Supplies	33	0.00	USD
Westin Products	34	0.00	USD
Westin Labor Rate	35	68.75	Hour
Westin Shop Supplies	36	0.00	USD
Jotto Desk Products	37	0.00	USD
Jotto Desk Labor Rate	38	68.75	Hour
Jotto Desk Shop Supplies	39	0.00	USD
Shipping/Freight	43	0.00	USD

State of Alabama Emergency Lighting Contract Executive Summary

The purpose of this Master Agreement (MA) is to make available emergency and law enforcement lights, sirens, and accessories.

This agreement is multi-awarded by manufacturer grouping to the two (2) lowest responsible bidders meeting all specifications. The following scenario was used to determine the two (2) lowest responsible bidders for each manufacturer grouping: The total dollar amount of $1000.00 of parts minus the percentage discount taken off the current manufacturers catalog and five (5) hours of labor. The agreement is available to city and county governmental entities, schools, and universities within the State of Alabama. The full terms and conditions are located on each vendor's master agreement.

General ordering guidelines:

- If a supplier is not listed under a specific manufacturer, then they cannot provide items that fall under that specific manufacturer.
- Supplier quotes must include the list price and discounted price for the items requested or the quote will be rejected.
- Freight charges will need to be itemized separately on the supplier quote.
- Shop supply charges will need to be itemized separately on the supplier quote.

Master Agreements:

MA230000004209 - Dana Safety

MA230000004211 - Donohoo Chevrolet

MA230000004212 – Haynes Emergency Lighting

MA230000004213 - Mobile Communications America

MA230000004214 – Pro Logic ITS

Manufacturer Categories w/supplier discount (Note: Hourly labor rates are in parenthesis)

Whelen

Haynes Emergency Lighting – 42% ($55.00)

Mobile Communications America – 22% ($120.00)

Havis

Haynes Emergency Lighting – 34% ($55.00)

Dana Safety – 40% ($68.75)

Pro-Gard

Haynes Emergency Lighting – 28% ($55.00)

Dana Safety – 28% ($68.75)

Go Rhino

Haynes Emergency Lighting – 32% ($55.00)

Dana Safety – 31% ($68.75)

Soundoff Signal

Dana Safety – 56.50% ($68.75)

Donohoo Chevrolet – 50% ($75.00)

Star Signal

Dana Safety 54% ($68.75)

Feniex

Haynes Emergency Lighting – 45% ($55.00)

Dana Safety – 45% ($68.75)

Code 3

Pro Logic ITS – 38% ($35.00)

Dana Safety – 47.30% ($68.75)

Federal

Pro Logic ITS – 48% ($35.00)

Haynes Emergency Lighting – 35% ($55.00)

Gamber Johnson

Pro Logic ITS – 33% ($35.00)

Dana Safety – 43% ($68.75)

Westin

Haynes Emergency Lighting – 42% ($55.00)

Dana Safety – 47.25% ($68.75)

Jotto Desk

Pro Logic ITS – 26% ($35.00)

Dana Safety – 35.50% ($68.75)

Truck Vault

Pro Logic ITS – 18% ($35.00)

Haynes Emergency Lighting – 15% ($55.00)

State of Alabama

Department of Finance
Division of Purchasing
Master Agreement

Contract Information			
State Contract Number:	MA230000004209	Name:	Statewide Emergency Lighting - Dana Safety
Type:	Master Agreement	Not to Exceed Amount:	
Signature Date:	UNDEFINED	Original End Date:	9/6/2024
Begin Date:	9/7/2023	Actual End Date:	
Solicitation Number:	SRC0000016881	Version Number:	0

Reason for Modification
UNDEFINED

Buyer Information	
Name:	WayneGautney
Phone:	UNDEFINED
Email:	wayne.gautney@purchasing.alabama.gov

Supplier Information	
Supplier Name / Order Address	**Supplier Contact**
VC000115970: Dana Safety Supply, Inc	Mark Sevigny
5221 W. Market St.	813-348-4866
	bids@danasafetysupply.com
Greensboro North Carolina 27409	
US	

Item 1 - Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 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.

Item 2 - 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.

Item 3 - 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.

Item 4 - 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. Nonavailability 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.

Item 5 - Sales Tax Exemption:

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Item 6 - Foreign Corporation – Alabama Secretary of State Registration:

Alabama Law requires a foreign entity (an out of state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State. Code of Alabama Section 10A-1-7.01 to 7.14.

Item 7 - 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/everify.

Item 8 - 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. 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.

Item 9 - Product Delivery, Receiving and Acceptance:

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Item 10 - Invoices:

Inquiries concerning invoice payments are to be directed to the receiving agency.

Item 11 - Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 100 Navion roadway luminaires for Traffic Engineering.
Capital I65 and I10 improvement project

Amount of Contract:

$103,208.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240514 Graybar Agenda Package POs	Cover Memo	5/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/15/2024 - 12:29 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
8664	2024	(2060) TRAFFIC ENGINEERING	100 NAVION ROADWAY LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$103,208.00	(75199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008664-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER YOUR QUOTE 0245960022 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370			
001	COOPER LTG GROUP NVN-SA4C-740-U-T3-AP-20K Vendor Item	50.00 EACH	991.43000	49571.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0472 .OPERSUPPLS. .			49571.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	COOPER LTG GROUP NVN-SA4C-740-8-T3-AP-20K Vendor Item	50.00 EACH	1072.73000	53636.50
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00008664-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	C0472 .OPERSUPPLS. .			53636.50

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 103208.00

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

Account	Amount	Remaining Budget
E C0472 .OPERSUPPLS. .	103208.00	77945.62

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	103208.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	05/06/24	JENNIFER WHITE	
Approved	05/06/24	BRENDA RHODES	

Bill To	Requisition 00008664-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/06/24	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	05/06/24	RELYA MALLORY		Auto approved by: 910511034	
	Queued	05/06/24	DONALD ROSE		ON AGENDA	
	Queued	05/06/24	SANDRA LEWIS		ON AGENDA	
	Queued	05/06/24	STEVEN KRONINGER		ON AGENDA	
	Queued	05/06/24	SAMANTHA COOLEY		ON AGENDA	
	Queued	05/06/24	JOHN PAINE		ON AGENDA	
	Queued	05/06/24	MICHAEL SPAFFORD		ON AGENDA	

Authorized By: _____ Date: _____
Signature

OMNIA PARTNERS

Industries | Solutions | About Us | Resources & Events | Get Started

GraybaR
works to your advantage

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Private Equity

Public Sector

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

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

Graybar | OMNIA

Serving State & Local Government, Education, Special Districts, and Non-Profits

- **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**
  City of Kansas City, MO | EV2370

VIEW CONTRACT DOCUMENTATION | CONTACT US

Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO
Contract Number: EV2370

February 1, 2018 to January 31, 2023
Option to renew for three (3) additional two-year periods through January 31, 2029
RENEWED THROUGH January 31, 2025

Executive Summary

- Executive Summary
- Uniform Guidance
- AZ Compliance Questionnaire

Master Agreement Documents

- EV2370 Master Agreement Graybar
- New Jersey Disclosure
- Contract Amendment
- Notice of Intent to Renew

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Accept | Decline

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

September 1, 2023

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. 2023-135, 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, 2024**. 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. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Turck & Equipment Co Inc for 3 trash shuttle trucks for Trash and Garbage .
Motor Pool capital

Amount of Contract:

$342,114.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240515 Gulf Agenda Package POs	Cover Memo	5/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:04 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
7624	2024	(F7000) MOTOR POOL	3 TRASH SHUTTLE TRUCKS FOR TRASH AND GARBAGE (SEALED BID 5877)	$342,114.00	(77800) GULF COAST TRUCK & EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007624-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/24	077800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER SHUTTLE TRUCK AS FOLLOWS: CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE. VENDOR TO PROVIDE 2025 MACK MD7 WITH CUMMINS ISB 6.7 ENGINE AND TRUCK EQUIPMENT SALES WET SLINE AND TRAILER PACKAGES. AS PER MY BID #5877 AND YOUR QUOTE	3.00 EACH	114038.00000	342114.00

Additional Description Notes

THREE (3) 2024 OR NEWER FREIGHTLINER SHUTTLE TRUCK CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE.

REQUESTED BY 2090- TRASH AND GARBAGE

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .		342114.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00007624-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/24	077800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			342114.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	342114.00	883273.72

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	342114.00	11959492.31

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/09/24	CHARLES SUMRALL	
Approved	04/12/24	SHONNDA SMITH	Auto approved by: 910518787
Approved	04/12/24	CHERI BOUCHER	Approved
Unknown	05/15/24	JOHN PAINE	
Approved	05/15/24	DONALD ROSE	Auto approved by: 9105paij
Approved	05/15/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/15/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/15/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/15/24	JOHN PAINE	
Approved	05/15/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5877
CAB & CHASSIS WITH WET LINE KIT AND TRAILER PACKAGE

WARD INT'L	GULF COAST TRUCK	WARD INT'L	SANSOM EQUIPMENT	EMPIRE TRUCK SALES
INTERNATIONAL MV607	MACK MD7	INTERNATIONAL MV607	MACK MD7	FREIGHTLINER M2 PLUS
$111,625.10	$114,038.00	$115,107.00	$119,041.00	$119,722.00

ALT BID
2500 TRIMMER
NOT ACCEPTED

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/15/2024	5877	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 3, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 2-10	**CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE** Current model Cab and Chassis to be provided with Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications. Year _____ Make _____ Model _____ Engine _____ Hydraulic Kit _____ Trailer Package _____ Provide literature and specifications on product bid. Upon award, the City will purchase a minimum of two (2) Cab and Chassis with Hydraulic Wet Line Kits and Trailer Towing Packages. Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile. City of Mobile Business License will be required. Pricing to be firm for a three (3) month period following the award of this bid. At the option of the City and the successful vendor, the award of this bid may be extended for two (2) additional three (3) month periods. Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

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

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

2024 or Newer Shuttle Truck with the following MINIMUM specifications:

	Yes	No
GENERAL		
1. AXLE CONFIGURATION 4X2	____	____
2. GVWR Rating 33,000	____	____
3. DIMENSIONS: Wheelbase=152" CA=84" AF=60"	____	____
4. CHASSIS SPECIFICATIONS- Submit complete chassis specifications Sheet.	____	____
FRAME		
1. TOW HOOKS, FRONT (2) Frame Mounted	____	____
2. FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10. 125" x 3.580"X 0.312", Minimum RBM 1,700,000. Frame assembly huck bolts only. No threaded bolts. No tapered rails.	____	____
3. BUMPER, FRONT Contoured, Steel, Powder Coated	____	____
FRONT AXLE AND SUSPENSION		
1. AXLE, FRONT NON-DRIVING 12,000-lb Capacity Minimum. Meritor MFS-12-122A or equal.	____	____
2. SUSPESION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity Minimum, with Shock Absorbers.	____	____
BRAKES		
1. BRAKE SYSTEM AIR Dual System for Straight Truck Applications	____	____
2. AIR BRAKE ABS (Bendix Antilock Brake System or equal) Full Vehicle Wheel Control System (4-Channel)	____	____

3. TRAILER CONNECTIONS Four-wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck ____ ____
4. AIR DRYER Bendix AD-IP with Heater ____ ____
5. AUTOMATIC SLACK ADJUSTERS Font and Rear ____ ____
6. NON-ASBESTOS BRAKE LININGS Front and Rear ____ ____
7. BRAKES, FRONT, AIR CAM S-Cam; 15.0'' x 4.0''; 20 Sq. In. Long Stroke Brake Chambers ____ ____
8. BRAKES, REAR, AIR CAM S-Cam; 16.5'' x 7.0'', 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake ____ ____
9. AIR COMPRESSOR 18.7 CFM ____ ____
10. AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel ____ ____
11. AIR TANK LOCATION (2) Mounted Under Battery Box, Outside left Rail, Under Cab (1) Mounted Parallel Under Left Frame Rail ____ ____

STEERING

1. STEERING COLUMN Tilting ____ ____
2. STEERING WHEEL 4-Spoke; 18'' Dia., Black ____ ____
3. STEERING GEAR Power (Sheppard M100 or equal) ____ ____

DRIVELINE

1. DRIVELINE SYSTEM Dana Spicer 1710 or equal, for 4x2 Axle Configuration ____ ____

EXHAUST SYSTEM

1. EXHAUST SYSTEM Single, Horizontal After treatment Device, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe ____ ____

ELECTRICAL SYSTEMS

1. ELECTRICAL SYSTEM 12-Volt, Standard equipment to include: Data Link Connector for vehicle programming and diagnostics, Integral headlight Dimmer Switch with Turn Lever, Integral Parking Light with Front Turn Signal and Rear Tail Light, Electric Key Operated Starter Switch, Dual Combination Stop, Turn Tail and Back Up Lights with Reflector, Self-Cancelling Turn Signal Switch with Lane Change Feature, Flush Mounted Front Turn Signals including Reflectors and Auxiliary Side Turn Signals, Solid State Flashers. All lighting can be LED ____ ____
2. ALTERNATOR Brush Type; 12 volt Minimum 160 Amp. Capacity, Pad Mount, with Remote Voltage Sensor ____ ____
3. BATTERY BOX Steel, with Plastic Cover, 2-3 Battery Capacity, Mounted Left Side Under Cab ____ ____
4. BATTERY SYSTEM Maintain-Free, (2) 12-Volt 1320CCA Total Minimum, Top Threaded Stud ____ ____
5. BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket ____ ____
6. CIRCUIT BREAKERS Manuel- Rest (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses ____ ____
7. RADIO AM/FM/WB/Clock/ 3.5MM Auxiliary Input ____ ____
8. Speakers (2) 6.5'' Dual Cone Mounted in Doors ____ ____
9. HORN, ELECTRIC Disc Style ____ ____
10. HORN, AIR Black, Single, Trumpet, With Lanyard Pull Cord ____ ____
11. HEADLIGHTS LED, Composite Aero Design ____ ____
12. STARTING MOTOR 12-Voly, with Soft-Start ____ ____

FRONT END

1. GRILLE Stationary Chrome _____ _____

2. FRONT END Tilting, Fiberglass, with Three Piece Construction _____ _____

PAINT & KEYS

1. PAINT SCHEMATIC, Single Color, White _____ _____

2. PAINT TYPE: Base Coat/Clear Coat, To protect paint from fading and minor Scratches _____ _____

3. KEYS-Door and Ignition keys should be the same. Provide 4 fully functional keys per truck. _____ _____

ENGINE

1. ENGINE, DIESEL, **(6.7 Cummins Only)** In-Six Cylinder Only, Minimum260HP @2400 RPM,
   Minimum 660 lb.-ft Torque @1600 _____ _____

2. RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sq. In Louvered, with 313 Sq. In Charge Air Cooler with In-Tank Transmission Cooler _____ _____

3. FAN DRIVE Viscous Type, Screw On _____ _____

4. AIR CLEANER with Service Protection Element _____ _____

5. ANTI-FREEZE Red, Extended Lift Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection _____ _____

6. FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2020 _____ _____

7. THROTTLE, HAND CONTROL Engine Speed Control for PTO: Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel _____ _____

8. ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control ____ ____

TRANSMISSION

1. TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5TH Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway ____ ____

2. TRANIMISSION SHIFT CONTROL: Column Mounted Stalk Shifter or equal ____ ____

3. TRANSMISSION OIL Synthetic ____ ____

4. ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction ____ ____

5. SHIFT CONTROL PARAMETERS Allison 3000 Series Transmissions, 5th Generation Controls, Performance Programming ____ ____

6. NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at stop; Remains in Neutral Until Service Brake is Released ____ ____

7. PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission ____ ____

REAR AXLE AND SUSPENSION

1. AXLE, REAR, SINGLE (Dana Spicer S140 or equal) Single Reduction, 21,000-lb Capacity 190 Wheel Ends. Gear Ration TBD. ____ ____

2. SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs ____ ____

FUEL SYSTEM & TANKS

1. FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16'' Tank Depth, 50 US Gallon Capacity, Mounted Right Side, Under Cab ____ ____

2. DEF TANK 7 US Gallon Capacity, Frame Mounted Outside Left Rail, Under Cab ____ ____

3. 3. FUEL /WATER SEPERATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor. Engine mount preferred. ____ ____

CAB

1. CAB Conventional, Day Cab. Galvanized steel construction. ____ ____

2. AIR CONDITIONER with Integral Heater & Defroster. ____ ____

3. GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, For Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display ____ ____

4. INSTRUMENT PANEL CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster ____ ____

5. SEAT, DRIVER, (National 2000 or equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust ____ ____

6. SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment ____ ____

7. SEAT BELTS, High Visibility Orange ____ ____

8. MIRRORS (2) C-Loop, Power Adjustable, Heated, Back Black Heads, Brackets and Arms, 7.5" x 14." Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width ____ ____

9. MIRRORS, CONVEX HOOD MOUNTED (2) Right and Left Sides, Black 7.5" Sq. ____ ____

10. CAB INTERIOR TRIM Classic, for Day Cab ____ ____

11. CAR REAR SUSPENSION Rubber Suspension, for Low Cab Height ____ ____

12. WINDOW, POWER (2) and Power Door Locks, Left and Right Doors. Includes express down feature. ____ ____

13. ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door _____ _____

WHEELS & TIRES

1. WHEELS, FRONT DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2- Hand Hole, 10- Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, With Steel Hubs _____ _____

2. TIRE, FRONT 11R22.5 Load Range G< 75 MPH, Continental ECO Plus HS3 or equal _____ _____

3. Front Wheel Bearings Oil Lubricated ILO Standard. Stemco Voyager or Equal _____ _____

4. WHEELS, REAR DUAL DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2-Hand Hole, 10-Stud, 285.75mm BC, Hud-Piloted, Flanged Nut, with Steel Hubs _____ _____

5. TIRE, REAR 11R22.5 Load Range G, 75 MPH, Continental HDR2 or equal. For On-Off Road service _____ _____

TOW PACKAGE TO CONFIGURED AS

1. WETLINE KIT to include transmission mount PTO, hydraulic pump, hydraulic oil tank, Hydraulic Return filter on lines from the trailer and another filter between the tank and t the pump inlet, hydraulic relief valves, operator controls, headache rack, concrete weight Box, electrical junction box, trailer connections, safety chain two (2) D-Rings, diamond tread Fabricated rear axle wheel panel covers and mud flaps. All painted surfaces black. Horizontal red and white reflective tape on the rear wheel mud flap holders _____ _____

   Hydraulic oil tank shall be no smaller than 20 inches wide x 20 inches tall x 15 inches deep. Tank shall have quarter turn cut off valves at the outlet and inlet to the tank. These valves shall be plumbed into the tank. The valves shall be accessible from side of truck via rods with "D" Handles. _____ _____

2. PTO on/off switch must be assessable from standing outside of truck _____ _____

3. PINTLE HITCH to be SAF-Holland model/part # PH-210RD11
   NO SUBSTITUTE Hitch shall be mounted such that the center point of the hitch is 37 inches from the ground. Hitch mounting shall be able to handle 90,000 pounds. _____ _____

   Vendor to supply pictures of proposed wet line kit if requested _____ _____

   CONCRETE WEIGHT BOX shall be provided empty but secured to the chassis. Box size shall be no less than 16" tall, 48" long and 23" wide. Vendor shall provide a formed lid that will fit over the concrete weight box. Lid not to be attached. City will fill the box and attach the lid Weight box shall be mounted over the center of the rear axle _ _____ _____

   TRAILER CONNECTIONS there shall be connections for air brakes and hydraulic connections for dumping trailer and operating the landing gear _____ _____

   Tow package Must be approved before manufactured and installed _____ _____

WARRANTY- Include in Bid Price- Provided documentation of coverage included with bid submittal.

1. WARRANTY Standard for Engine, Cab and Chassis _____ _____

OWNERS MANUAL – Printed and Electronic copy. _____ _____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one Elgin Broom Bear and one Elgin Pelican street sweeper for Public Services Maintenance.
Capital equipment Public Services Stormwater Fee

Amount of Contract:

$665,156.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240516 Sansom Agenda Package POs	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 2:59 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
8968, 8970	2024	(F7000) MOTOR POOL	ONE ELGIN BROOM BEAR AND ONE ELGIN PELICAN STREET SWEEPER FOR PUBLIC SERVICES MAINTENANCE (SOURCEWELL COOPERATIVE PRUCHASING AGREEMENT, NOT ON STATE CONTRACT)	$665,156.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008968-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4050.70.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ELGINE BROOM BEAR SWEEPER AS FOLLOWS: Additional Description Notes --- BROOM BEAR SWEEPER AS FOLLOWS: NEW ELGIN BROOM BEAR SINGLE ENGINE MECHANICAL STREET SWEEPER WITH 4.5 CUBIC YARD HIGH DUMP DEBRIS HOPPER, CHEVRON CLEATED RUBBER CONVEYOR BELT AND DUAL SIDE BROOMS. AS PER SOURCEWELL CONTRACT 093021-ELG AND YOUR QUOTE 6116 DATED 2-9-2024	1.00 EACH	372808.00000	372808.00

1 4050.70.00.0000.0000.0000.0000.0000.47010.
E E0156 .CAPEQUIPMT. . 372808.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 372808.00

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

Bill To	Requisition 00008968-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E E0156 .CAPEQUIPMT. .		372808.00	134433.54

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

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.47010.	372808.00	11948837.92

STORM WATER EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	05/15/24	KINA ANDREWS	
Approved	05/15/24	MARC VASSALLO	Auto approved by: 910515803
Approved	05/15/24	BRENDA RHODES	
Approved	05/15/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/15/24	RELYA MALLORY	Auto approved by: 910511034
Approved	05/16/24	DONALD ROSE	Auto approved by: 9105paij
Approved	05/16/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/16/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/16/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/16/24	JOHN PAINE	
Approved	05/16/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008970-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4050.70.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ELGIN PELICAN STREET SWEEPER AS FOLLOWS: PELICAN STREET SWEEPER AS FOLLOWS: NEW ELGIN PELICAN NO MECHANICAL STREET SWEEPER WITH DUAL SIDE BROOMS, RUBBER CONVEYOR BELT, 3.5 CUBIC YARD FRONT DUMP HOPPER AND 74HP JOHN DEERE DIESEL ENGINE. AS PER SOURCEWELL CONTRACT 093021-ELG AND YOUR QUOTE SECQ7283. Additional Description Notes --- PELICAN STREET SWEEPER AS FOLLOWS: NEW ELGIN PELICAN NO MECHANICAL STREET SWEEPER WITH DUAL SIDE BROOMS, RUBBER CONVEYOR BELT, 3.5 CUBIC YARD FRONT DUMP HOPPER AND 74HP JOHN DEERE DIESEL ENGINE. AS REQUESTED BY 2086-PSM	1.00 EACH	292348.00000	292348.00
1	4050.70.00.0000.0000.0000.0000.0000.47010. E E0156 .CAPEQUIPMT. .			292348.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To

Bill To	Requisition 00008970-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4050.70.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 292348.00

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

Account			Amount	Remaining Budget
E E0156	.CAPEQUIPMT.	.	292348.00	134433.54

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

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.47010.	292348.00	11948837.92
STORM WATER EXP	EQUIPMENT (GREATER $5000)	

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Queued	05/15/24	STEVEN KRONINGER	Auto approved by: 910511034
Queued	05/15/24	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	05/15/24	JOHN PAINE	Auto approved by: 910511034
Queued	05/15/24	MICHAEL SPAFFORD	Auto approved by: 910511034

Bill To	Requisition 00008970-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Elgin Sweeper

Street sweepers

#093021-ELG

Maturity Date: 11/16/2025

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 093021-ELG gives access to the following types of goods and services:

- Air sweepers
- Mechanical sweepers
- Specialty street sweepers
- Waterless dust control street sweepers
- Alternate fuel street sweepers
- Industrial application sweepers

Locate your local dealer or representative (nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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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ELGIN HOME PRODUCTS APPLICATIONS ENVIRONMENT SERVICE/PARTS CONTACT ES LANG.

For USA Dealers Only:

*For Non-USA Dealers, See Map Below

SHOW ALL STATES

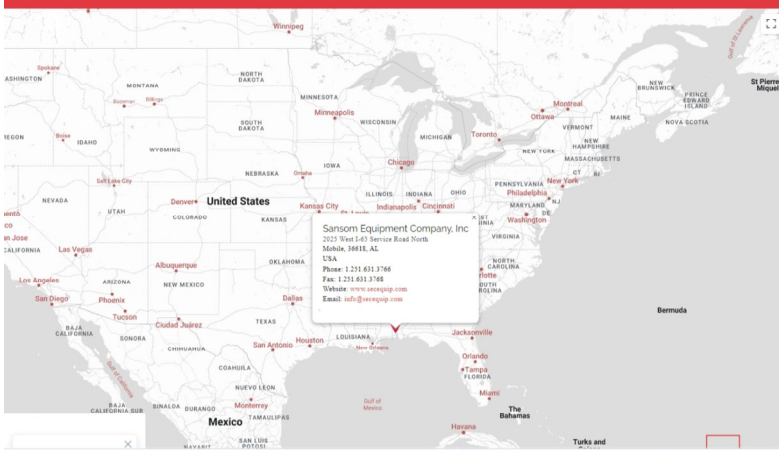
State: Alabama

County: Entire State, AL (Mobile, AL Location)

Sansom Equipment Company, Inc

Gives service to the following counties:

Entire State, AL (Mobile, AL Location)



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Accept

* Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.

REQUEST A DEMO REQUEST INFO ABOUT US

JOIN OUR TEAM

Looking for a career that matters? Looking for an opportunity that leads you in new and exciting directions? What about rewards that show you are welcomed and appreciated? Click the link below for the information you need to make that life-changing choice. A choice that will bring you closer to top talent, offer you exceptional learning opportunities, and make you part of a leader in its manufacturing class.

VIEW OPEN JOBS

Additional partners of Federal Signal Environmental Solutions Group

Solutions GUZZLER Jetstream Joe Johnson Equipment

TRUVAC TBEI VACTOR WESTECH

ELGIN

ELGIN QUALITY POLICY STATEMENT

"To provide products and services which consistently meet or exceed the requirements of our customers."

CONTACT

Phone: (847) 741-5370
Parts & Service: (877) 800-1111
sales@elginsweeper.com
1300 West Bartlett Road | Elgin, IL 60120

SWEEPERS

Crosswind
Whirlwind
Whirlwind
Broom Badger
Broom Bear
Hybrid Broom Bear
Electric Broom Bear
Eagle
Pelican
Hybrid Pelican
RegenX
RegenX1
Road Wizard

FOLLOW US

ELGIN Built for clean. Backed for life.

ALSO OF INTEREST street sweeper About the Elgin Sweeper Company Service Parts

Copyright 2024 by Elgin Sweeper Company | Privacy | Cookies

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

September 1, 2023

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. 2022-135, 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, 2024**. 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. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 20 pair leather fire boots and 30 fire helmets for MFRD.
General fund.

Amount of Contract:

$23,010.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240516 sunbelt Agenda Package POs	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:04 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
8351	2024	(1510) FIRE ADMINISTRATION	20 PAIR LEATHER FIRE BOOTS, 30 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$23,010.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008351-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE Q-22703 AND HGAC CONTRACT EE08-19			
001	BOOTS FIRE, LEATHER, PULL ON, BLACK.	20.00 EACH	585.00000	11700.00
	Additional Description Notes			
	GL1201420			
	Leather 14" Pull On Boot			
	PER QUOTE Q-22703			
	Vendor Item			
	Inventory Item/Loc 13931			
1	1000.30.15.1510.1522.1510.0000.0000.42150.			11700.00

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

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

Bill To	Requisition 00008351-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	FIRE HELMET: MSAC-TRD71C2A122100 Stock 1044, Black, Defender, Blk Nomex Earlaps, Carved Brass Eagle PER QUOTE Q-22703 Vendor Item	30.00 EACH	377.00000	11310.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			11310.00

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

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

Requisition Link

Requisition Total 23010.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.	23010.00	3125912.00
FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS		

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

Bill To	Requisition 00008351-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	198904				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	05/15/24	DONALD ROSE	Auto approved by: 910520704		
	Approved	05/15/24	SANDRA LEWIS	Auto approved by: 910520704		
	Approved	05/15/24	STEVEN KRONINGER	Auto approved by: 910520704		
	Approved	05/15/24	SAMANTHA COOLEY			
	Approved	05/15/24	JOHN PAINE	Auto approved by: 910520704		
	Approved	05/15/24	MICHAEL SPAFFORD	Auto approved by: 910520704		

Authorized By: _____ Date: _____
Signature

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EE08-19	Date Prepared:	5/10/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile	**Contractor:**	**Sunbelt Fire, Inc.**
Contact Person:	Samantha Cooley	**Prepared By:**	**Dalton Combs**
Phone:	251-208-7477	**Phone:**	**251-928-9917 x114**
Fax:	251-208-7430	**Fax:**	**251-929-9574**
Email:	samantha.cooley@cityofmobile.org	**Email:**	dcombs@sunbeltfire.com

Catalog / Price Sheet Name:	2023 GLOBE BOOT PRICE SHEET / CAIRNS TRADITIONAL HELMET ATO SHEET
General Description of Product/ Product Code	**GLOBE BOOTS / MSA CAIRNS HELMETS**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
20	GLOBE SUPREME 1201420 BOOTS	832	16640.00
30	MSA CAIRNS 1044 C-TRD-71C2A122100	576	17280.00
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	33920.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

HGAC Discount	-6752.00
ADDITIONAL DEALER DISCOUNT	-4158.00
Subtotal C:	-10910

Delivery Date:	**5/15/2024**	**D. Total Purchase Price (A+B+C):**	23010.00

Product Information

Product Description
Globe GX-7 2023

Manufacturer
Globe

Product Code
EE19LFH

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
25

Price Unit
EA

Keyword(s)
Bunker/Wildland Rescue Gear

View Catalog

Vendors Offering This Product

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

Allsource Enterprise LLC dba Safe Industries
William Gray
wgray@safeindistries.com
Phone: 570.249.0324
Fax:

Allsource Enterprise LLC dba Safe Industries
Louis Al Willimon
al@safeindustries.com
Phone: (864) 845-7175
Fax:

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

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-337-9176
Fax: 651-645-6668

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

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

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

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

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

Return to Products & Services | View This Contract

Product Information

Product Description
MSA 2024 US Suggested List Price Book (Effective January 1, 2024)

Manufacturer
MSA Safety Sales LLC

Product Code
EE19ACA

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
15

Price Unit
EA

Keyword(s)
Self-Contained Breathing Apparatus, SCBA's

View Catalog

Vendors Offering This Product

Air Care Inc.
Christopher Thomas
cthomas@aircareinc.biz
Phone: 804-642-9044
Fax: 804-642-6426

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

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Allsource Enterprise LLC dba Safe Industries
William Gray
wgray@safeindistries.com
Phone: 870.249.0324
Fax:

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

Allsource Enterprise LLC dba Safe Industries
Louis Al Willimon
al@safeindustries.com
Phone: (864) 845-7175
Fax:

Bauer Compressors, Inc.
Keith Hodak
keith.hodak@bauersf.com
Phone: 925-449-7210
Fax: 925-449-7201

Bauer Compressors, Inc.
Dan Kroetch
dan.kroetch@bauercomp.com
Phone: 925-449-7210
Fax: 925-449-7201

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

Conrad Fire Equipment Inc.
Karl Schultz
kschultz@conradfire.com
Phone: 913-645-8513
Fax:

Conrad Fire Equipment Inc.
Karl Schultz
kschultz@conradfire.com
Phone: 913-780-5521
Fax: 913-780-5251

Fire & Safety Equipment Co., Inc.
Rodney Lawson
rlawson@fireandsafety.net
Phone: 434-993-2425
Fax: 434-993-2679

Fire Protection Equipment Company, Inc.
Matt Costello
mcostello@fireprotection-va.com
Phone: 804-262-1594
Fax: 804-262-1023

FireLine, Inc.
Billy McDonel
wmcdonel@firelineinc.com
Phone: 770-868-4448
Fax: 770-868-4455

FireLine, Inc.
Ryan McDonel
ryanmcdonel@firelineinc.com
Phone: 770.601.3389
Fax: 770.868.4455

L. N. Curtis & Sons
Nick Lloyd
NLloyd@LNCurtis.com
Phone: 877-453-3911
Fax: 602-453-3910

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

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Mike Purdy
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Phone: 651-645-5726
Fax:

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-337-9176
Fax: 651-645-6668

MSA Safety Sales LLC
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

MSA Safety Sales LLC
John Ricciardi
john.ricciardi@MSAsafety.com
Phone: 630-251-2990
Fax: 800-967-0398

Newton's Fire & Safety Equipment, Inc.
Seth Newton
seth@newtonsfire.com
Phone: 800-672-5918
Fax: 336-578-1982

Northeast Emergency Apparatus, LLC
Susan Lake
susan@northeastemergencyapparatus.com
Phone: 207-753-0080
Fax: 207-753-0090

ROI Fire & Ballistics Equipment, Inc.
Jim Geer
jim@roigear.com
Phone: 720-328-8592
Fax: 303-648-5192

SeaWestern, Inc.
Susan Doyle
info@seawestern.com
Phone: 425-821-5858
Fax: 425-823-0636

SeaWestern, Inc.
Steve Morris
info@seawestern.com
Phone: 425-821-5858
Fax:

SeaWestern, Inc.
Steve Morris
steve@seawestern.com
Phone: 425-821-5858
Fax:

Sentinel Emergency Solutions, LLC
Brian Franz
brianfranz@sentinelES.com
Phone: 800-851-1928/ 314-939-1999
Fax: 314-200-9499

Sentinel Emergency Solutions, LLC
Chris Hurst
ChrisHurst@SentinelES.com
Phone: 636-464-5580
Fax: 636-464-5720

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Sure-Flo Inc.
Rodney Roberts
rodney@surefio.net
Phone: 276-233-3131
Fax: 276-236-8090

Ten-8 Fire & Safety, LLC
Blake Ebben
bebben@ten8fire.com
Phone: 800-228-8368
Fax: 941-756-2598

Ten-8 Fire & Safety, LLC
Cindy Morgan
cmorgan@ten8fire.com
Phone: 321-438-9185
Fax: 941-756-2598

Vogelpohl Fire Equipment
Kevin Kleman
kevinK@vogelpohlfire.com
Phone: 859-282-1000
Fax: 859-282-1550

Weidner & Associates, Inc.
Jordan Hicks
jordan@weidnerfire.com
Phone: 801-565-9595
Fax: 801-565-9598

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

Contact HGACBuy

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

Return to Products & Services | View This Contract

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

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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

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. 2023-135, 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, 2024**. 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. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, 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.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Truck Equipment Sales, Inc for four Ford F250 extended-cab trucks with utility bodies for Facilities Maintenance.
Motor Pool capital

Amount of Contract:

$238,080.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240515 Truck Agenda Package POs	Cover Memo	5/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:04 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
7103	2024	(F7000) MOTOR POOL	4 FORD F250 EXTENDED-CAB TRUCKS WITH UTILITY BODIES FOR FACILITIES MAINTENANCE (SEALED BID 5876)	$238,080.0	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007103-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2024 FORD F250 EXTENDED 3/4 TON UTILITY BODY WITH PIPE RACKS AND TOW PACKAGE. VENDOR TO PROVIDE FORD F259 WITH KNAPHIEDE 696 BODY AS PER CITY OF MOBIBILE BID # 5876 AND YOUR QUOTE Additional Description Notes --- 3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2024 FORD F250 EXTENDED 3/4 TON UTILITY BODY WITH PIPE RACKS AND TOW PACKAGE. REQUESTED BY FACILITIES MAINT.	4.00 EACH	59520.00000	238080.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .			238080.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 238080.00

Bill To	Requisition 00007103-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MUNICIPAL GARAGE
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP. .	238080.00	35443.70

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	238080.00	11959492.31

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/04/24	CHARLES SUMRALL	
Approved	04/05/24	SHONNDA SMITH	
Approved	04/05/24	CHERI BOUCHER	Auto approved by: 910518244
Unknown	05/15/24	JOHN PAINE	
Approved	05/15/24	DONALD ROSE	Auto approved by: 9105paij
Approved	05/15/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/15/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/15/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/15/24	JOHN PAINE	
Approved	05/15/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5876
3/4 TON CAB & CHASSIS WITH UTILITY BODY

TRUCK EQUIPMENT SALES	LONG LEWIS	LONG LEWIS	FREELAND AUTOMOTIVE	DOHONOO CHEVROLET	DALE EARNHART	LEGACY BROTHERS	SOUTHERN BELLE SUPPLY
$59,250.00	$61,747.00	$61,799.50	$64,875.00	$68,499.50	$70,952.95 → $71,943.45	$71,230.10	$78,888.00
F250 KNAPHEIDE 696	F250 KNAPHEIDE 696J	F250 KNAPHEIDE	SILVERADO 2500 READING OR WARNER OR ROYAL BODIES	SILVERADO 2500 READING SL98	SIERRA 2500 READING SL CLASSIC II	F250 KNAPHEIDGE 81 BODY	FORD F350 READING U98

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/15/2024	5876	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 3, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 2-8	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY

Vendor to provide NEW chassis with Reading Model U98 Body, or equal, already mounted to chassis.

Chassis
Make_____ Model_____

Body
Make_____ Model_____

Provide literature and specifications on product bid.

State Warranty _____

Location of Installation _____

The Chassis are ¾ Ton Extended Cab Chassis with single rear wheels, gasoline engines and C.A. of 56 inches.

Upon award, the City will purchase a minimum of two (2) trucks with utility bodies. The City may purchase up to six (6) additional trucks with utility bodies following the award of this bid.

Price to be firm for a six (6) month period following the award of this bid.

City of Mobile Business license required. See Item 14 on reverse.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					

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

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

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

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

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

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

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	____	____
2. EXTENDED CAB	____	____
3. GASOLINE ENGINE	____	____
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	____	____
5. SINGLE REAR AXLE	____	____
6. ALL WEATHER TIRES	____	____
7. AIR CONDITIONING	____	____
8. VINYL SEATS	____	____
9. CHASSIS COLOR TO BE WHITE	____	____
10. TOWING PACKAGE	____	____
11. SPARE TIRE WITH CRANK DOWN STORAGE	____	____
12. CAB TO AXLE – 56 INCHES	____	____

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

	YES	NO
1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion.	____	____
2. Floor - The floor plate is to be constructed of a minimum of 12-gauge treadplate with a 13/8"return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.	____	____
3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	____	____
4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a minimum of 12"high and be a slammable style.	____	____
5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements.	____	____
6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty.	____	____
7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage.	____	____
8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	____	____
9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	____	____
10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.)	____	____

11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. ____ ____

12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal. ____ ____

13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. ____ ____

14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. ____ ____

15. Final Paint - Factory painted white inside of compartments and exterior of body. ____ ____

16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. ____ ____

17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. ____ ____

18. Warranty - The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record. ____ ____

19. No Rust-Thru Guarantee ____ ____

20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. ____ ____

21. Latches and Lock Cylinders -Guaranteed against failure. ____ ____

22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. ____ ____

23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. ____ ____

24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. ____ ____

25. *Lighting Wire* - Wires must be retained by a fastening system. ____ ____

26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. ____ ____

27. Bumper - Drop step bumper with pintle recess cutout. ____ ____

28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. ____ ____

29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than %" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water ____ ____

30. There shall be four (4) drain holes, one in each comer, each drain hole shall have an opening no less than 3/4% open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. ____ ____

31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. ____ ____

32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. ____ ____

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

Approve contract with John G. Walton Construction Company, Inc. for street resurfacing.

Amount of Contract:

$1,569,107.77

Funding Source

Project # C0914 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4957

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	5/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/14/2024 - 12:44 PM
Capital	Rhodes, Brenda	Approved	5/14/2024 - 3:16 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:05 PM
Mayors Office	Barber, James	Approved	5/16/2024 - 3:10 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Western Bayfront Resurfacing COM Project: 2024-3005-04

PROJECT #: C0914 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: $1,569,107.77

VENDOR NAME: John G. Walton Construction Company, Inc.

VENDOR NUMBER: 232642

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_X__N___; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 5/14/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmember William Carroll

WHEREAS, bids for street resurfacing for district 2 were received and opened on April 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company, Inc., in the amount of $1,569,107.77.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

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

Name of Company: John G. Walton Construction Company, Inc.

Project Name: Western Bayfront Resurfacing (D2)

Project Number: 2024-3005-04

Amount: $1,569,107.77

Adopted:

_____

City Clerk

MOBILE
ALABAMA

WESTERN BAYFRONT RESURFACING

PROJECT NO. 2024-3005-04

BID DATE – APRIL 24, 2024

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, APRIL 24, 2024, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-3005-04
Project:	Western Bayfront Resurfacing
Project Description:	Street Resurfacing

Plans and contract documents may be inspected and obtained in the office of ***Kimley-Horn and Associates, 11 N. Water Street, Suite 9290, Mobile, AL 36602*** upon payment of Eighty-Five dollars ($85.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Friday, April 19, 2024.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, April 17, 2024, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **WESTERN BAYFRONT RESURFACING**, City of Mobile Project No. **2024-3005-04**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE MARCH 27, 2024, APRIL 3, 2024, & APRIL 10, 2024.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside "Bid for completion of **WESTERN BAYFRONT RESURFACING**, City of Mobile Project No. **2024-3005-04**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/24/2024

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises.

Project No: 2024-3005-04
Project Name: WESTERN BAYFRONT RESURFACING
Project Description: Street Resurfacing
Major work items include: Pavement Planing, Bituminous Concrete, & Pipe Cleaning

The Bidder further agrees to construct the improvements in **120 working days.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Friday, April 19, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

* Macros must be enabled

DATE

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-A1	1	LS	CLEARING AND GRUBBING	Fourteen Thousand Two Hundred Seventy Four Dollars and Sixty Three Cents	$14,274.63	$14,274.63
201-A2	1	LS	CLEARING AND GRUBBING (YEEND ST ONLY)	Six Thousand Seven Hundred Ninety Six Dollars and Seventy Four Cents	$6,796.74	$6,796.74
206-C1	3280	SY	REMOVAL OF ASPHALT PAVEMENT (INCL. SAWCUTTING ALL DEPTHS)	Seven Dollars and Seventy Seven Cents	$7.77	$25,485.60
206-C2	1450	SY	REMOVAL OF CONCRETE ROAD PANELS (INCL. SAWCUTTING ALL DEPTHS)	Eleven Dollars and Fifty Seven Cents	$11.57	$16,776.50
206-D	575	LF	REMOVAL OF CONCRETE CURB AND GUTTER (INC. SAWCUTTING ALL DEPTHS)	Eleven Dollars and Sixty Three Cents	$11.63	$6,687.25
210-A	2000	CY	UNCLASSIFIED EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	Twenty Six Dollars and Fifty Cents	$26.50	$53,000.00
210-D	1600	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Twenty Three Dollars and Twenty Cents	$23.20	$37,120.00
214-B	100	CY	FOUNDATION BACKFILL COMMERCIAL	One Hundred Ten Dollars and Ninety Four Cents	$110.94	$11,094.00
260-A	10	CY	FLOWABLE FILL	Four Hundred Thirty Two Dollars and No Cents	$432.00	$4,320.00
301-A	3500	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Thirty Two Dollars and Seventy Nine Cents	$32.79	$114,765.00
305-B	50	TON	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	One Hundred One Dollars and Thirteen Cents	$101.13	$5,056.50
408-A1	10840	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Five Dollars and Sixty Seven Cents	$5.67	$61,462.80
408-A2	3620	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 2.10" THRU 3.5" THICK)	Five Dollars and Four Cents	$5.04	$18,244.80

* Macros must be enabled

DATE

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
429-A	5350	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY) (INCL TACK COAT & CLEANING GUTTERS)	One Hundred Twenty One Dollars and Twenty Four Cents	$121.24	$648,634.00
429-B1	450	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LB/SY) (INCL TACK COAT)	One Hundred Thirty Eight Dollars and Eighty One Cents	$138.81	$62,464.50
429-B2	250	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LB/SY) (INCL TACK COAT)	One Hundred Seventy Seven Dollars and Nine Cents	$177.09	$44,272.50
429-B3	310	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, UPPER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165-220 LB/SY) (INCL TACK COAT)	One Hundred Sixty Six Dollars and Twenty Two Cents	$166.22	$51,528.20
450-A	225	SY	REINFORCED CONRETE PAVEMENT, 6" THICK	Three Hundred Seventy Eight Dollars and No Cents	$378.00	$85,050.00
502-A	2250	LB	STEEL REINFORCEMENTS	Two Dollars and Sixteen Cents	$2.16	$4,860.00
539-A1	1000	LF	PIPELINE CLEANING	Twenty One Dollars and Sixty Cents	$21.60	$21,600.00
539-A2	1000	LF	PIPELINE VIDEOING	Ten Dollars and Eighty Cents	$10.80	$10,800.00
600-A	1	LS	MOBILIZATION/DEMOBILIZATION	Seventy Four Thousand Nine Hundred Dollars and No Cents	$74,900.00	$74,900.00
618-D	1	EA	HANDICAP RAMP, TYPE A (INCL. DOMES)	Two Thousand One Hundred Sixty Dollars and Sixty Cents	$2,160.60	$2,160.60
623-C	575	LF	CONCRETE CURB AND GUTTER (MATCH IN KIND)	Forty Three Dollars and Twenty Cents	$43.20	$24,840.00
641-S	25	EA	VALVE BOX RESET	Eighty Two Dollars and Eleven Cents	$82.11	$2,052.75
645-K	75	EA	MANHOLE FRAME AND COVER RESET	Three Hundred Twenty One Dollars and Thirteen Cents	$321.13	$24,084.75

* Macros must be enabled

DATE

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
650-A	50	CY	TOPSOIL (4" THICK) (TBM)	Seventy Nine Dollars and Forty Eight Cents	$79.48	$3,974.00
652-A	0.5	AC	SEEDING	Two Thousand One Hundred Sixty Dollars and No Cents	$2,160.00	$1,080.00
654-A	100	SY	SODDING (MATCH EXISTING)	Five Dollars and Fifty One Cents	$5.51	$551.00
656-A	0.5	AC	MULCHING	Four Thousand One Hundred Four Dollars and No Cents	$4,104.00	$2,052.00
665-E	50	SY	POLYETHYLENE	Three Dollars and Twenty Four Cents	$3.24	$162.00
665-G	100	EA	SAND BAGS	Ten Dollars and Eighty Cents	$10.80	$1,080.00
665-J	200	LF	SILT FENCE (TYPE A)	Six Dollars and Five Cents	$6.05	$1,210.00
665-Q	100	LF	WATTLES	Ten Dollars and Twenty Six Cents	$10.26	$1,026.00
674-A	300	LF	CONSTRUCTION SAFETY FENCE	Five Dollars and Twenty Eight Cents	$5.28	$1,584.00
690-A	1	EA	PROJECT SIGN (PORTABLE)	One Thousand One Hundred Nineteen Dollars and Eighty Five Cents	$1,119.85	$1,119.85
701-A1	4	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	Five Thousand Nine Hundred Forty Dollars and No Cents	$5,940.00	$23,760.00
701-A2	4	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	Six Thousand Six Hundred Fifteen Dollars and No Cents	$6,615.00	$26,460.00
701-A3	0.25	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	Five Thousand Nine Hundred Forty Dollars and No Cents	$5,940.00	$1,485.00

* Macros must be enabled

DATE

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
703-A	1500	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Seven Dollars and Fifty Six Cents	$7.56	$11,340.00
703-B	250	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	Seven Dollars and Fifty Six Cents	$7.56	$1,890.00
705-A1	200	EA	PAVEMENT MARKERS, CLASS A, TYPE 2D (YELLOW)	Six Dollars and Forty Eight Cents	$6.48	$1,296.00
705-A2	25	EA	PAVEMENT MARKERS, CLASS A, TYPE 2 (BLUE)	Twenty One Dollars and Sixty Cents	$21.60	$540.00
705-A3	35	EA	PAVEMENT MARKERS, CLASS A, TYPE 2A (WHITE)	Six Dollars and Forty Eight Cents	$6.48	$226.80
740-A	1	LS	TRAFFIC CONTROL	Five Thousand Nine Hundred Forty Dollars and No Cents	$5,940.00	$5,940.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Fifty Thousand Dollars and Zero Cents per LUMP SUM	$50,000.00	$50,000.00
			TOTAL BASE BID			**$1,569,107.77**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY John G. Walton Construction Co., Inc.

SIGNATURE John D Walton

DATE 4/24/2024

ADDENDUM NO. 2
CITY OF MOBILE WESTERN BAYFRONT RESURFACING
April 23, 2024

TO: Prospective Bidders

FROM: City of Mobile
Mobile, AL

Engineer of Record:
Kimley-Horn and Associates, Inc.
11 North Water Street, RSA Battle House Tower, Suite 9290
Mobile, Alabama 36602
Phone: (251) 680-0548

SUBJECT: City of Mobile Western Bayfront Resurfacing Project
Project No. 2024-3005-04

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 2024, as noted below. Acknowledge receipt of this Addendum by including this Addendum #1 with your proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages.

CHANGES TO SPECIFICATIONS

1.01 ITEM III PROPOSAL

1. Bid Form
   a. Item No. 201-A Clearing and Grubbing, replace with the following: Item 201-A1, Clearing and Grubbing.
   b. Add Item No. 201-A2 Clearing and Grubbing (Yeend St Only).
   c. Item No. 206-C2, Removal of Concrete Road Panels (Incl. Saw Cutting all Depths), increase quantity to 1,450 SY.
   d. Item No. 538-A Drainage Pipe Rehabilitation, remove this item in its entirety.
   e. Item No. 538-B Pipe Joint Repair, remove this item in its entirety.

1.02 ITEM VIII SPECIAL PROVISIONS

1. Replace Special Provision No. 4 with the following:

"The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents."

CHANGES TO THE DRAWINGS

1.03 Drawings attached, dated 04/22/2024, shall replace all drawings, dated 02/23/2024.

RFI's

Question 1: For valve box and manhole frame & cover reset, are riser rings acceptable?

Response: Yes, riser rings are acceptable.

Question 2: Where is the concrete curb and gutter to be removed & replaced?

Response: We anticipate the concrete curb and gutter to be disturbed and broken along the Canal St. repair sections. Much of this corridor has asphalt overlapping the curb, and some curb already appears to be broken/upheaved.

Question 3: Is there a detail for the reinforced concrete pavement?

Response: Reinforced concrete pavement detail and joint details have been added to the updated drawings. Refer to Sheet C-100. The reinforced concrete pavement bid item is intended for a potential repair location along Short Texas Street. This is not annotated in the plans and will need to be confirmed by the Geotechnical Engineer.

CLARIFICATION:

1. Included with this addendum is an electronic updated copy of the specifications and drawings. Changes to the plans and specifications have already been completed in these updated documents.

++ END OF ADDENDUM ++

Shaun Stapleton

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Tuesday, April 23, 2024 1:45 PM
To: Franklin, Jacob; Black, Brandon; sshugart@mobileasphalt.com; Shaun Stapleton; Drew Windham; Jennings Clayton; Chandler Owens
Cc: Forrester, John
Subject: Western Bayfront Resurfacing - Addendum #1

Hey everyone, we sent out an addendum and plans/spec this morning around 9:45.
Please let me know if you received it.

Also, on the Addendum, in the Clarification section, #2: remove this item, we have decided we WILL HAVE an Asphalt Index.
Sorry for our last minute change!

Thank you,

Jake Clements
Engineer
City of Mobile
Office: (251) 208-1035
Cell: (251) 431-4290
jake.clements@cityofmobile.org

MOBILE ALABAMA

ADDENDUM NO. 1
CITY OF MOBILE WESTERN BAYFRONT RESURFACING
April 22, 2024

TO: Prospective Bidders

FROM: City of Mobile
Mobile, AL

Engineer of Record:
Kimley-Horn and Associates, Inc.
11 North Water Street, RSA Battle House Tower, Suite 9290
Mobile, Alabama 36602
Phone: (251) 680-0548

SUBJECT: City of Mobile Western Bayfront Resurfacing Project
Project No. 2024-3005-04

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 2024, as noted below. Acknowledge receipt of this Addendum by including this Addendum #1 with your proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages.

CHANGES TO SPECIFICATIONS

1.01 ITEM III PROPOSAL

1. Bid Form
   a. Item No. 201-A Clearing and Grubbing, replace with the following: Item 201-A1, Clearing and Grubbing.
   b. Add Item No. 201-A2 Clearing and Grubbing (Yeend St Only).
   c. Item No. 206-C2, Removal of Concrete Road Panels (Incl. Saw Cutting all Depths), increase quantity to 1,450 SY.
   d. Item No. 538-A Drainage Pipe Rehabilitation, remove this item in its entirety.
   e. Item No. 538-B Pipe Joint Repair, remove this item in its entirety.

1.02 ITEM VIII SPECIAL PROVISIONS

1. Replace Special Provision No. 4 with the following:

"The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents."

CHANGES TO THE DRAWINGS

1.03 Drawings attached, dated 04/22/2024, shall replace all drawings, dated 02/23/2024.

RFI's

Question 1: For valve box and manhole frame & cover reset, are riser rings acceptable?

Response: Yes, riser rings are acceptable.

Question 2: Where is the concrete curb and gutter to be removed & replaced?

Response: We anticipate the concrete curb and gutter to be disturbed and broken along the Canal St. repair sections. Much of this corridor has asphalt overlapping the curb, and some curb already appears to be broken/upheaved.

Question 3: Is there a detail for the reinforced concrete pavement?

Response: Reinforced concrete pavement detail and joint details have been added to the updated drawings. Refer to Sheet C-100. The reinforced concrete pavement bid item is intended for a potential repair location along Short Texas Street. This is not annotated in the plans and will need to be confirmed by the Geotechnical Engineer.

CLARIFICATION:

1. Included with this addendum is an electronic updated copy of the specifications and drawings. Changes to the plans and specifications have already been completed in these updated documents.
2. Special Provision No. 44 states: There shall be **NO** adjustment to fuel or asphalt index for this project.

++ END OF ADDENDUM ++

Base Bid

Total (All items listed in Proposal) $1,569,107.77

Written in words one million five hundred sixty-nine thousand one hundred seven dollars & seventy-seven cents

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John G Walton
President
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Secretary
Blake LaMont
Print

Business Address P.O. Box 81222 Mobile, AL 36689

John G Walton
Treasurer
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Blake LaMont
Secretary

20293
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.
(Name of Contractor)
1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689
(Address)
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is S 10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for WESTERN BAY FRONT RESURFACING, City of Mobile Project No. 2024-3005-04.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered APRIL 24, 2024 (Date)

JOHN G. WALTON CONSTRUCTION COMPANY, INC. John G. Walton (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Name of Surety)

COUNTERSIGNED: N/A

Alabama Resident Agent By Leslie A Paulsen
LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 14th day of September, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of April, 2024.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond No. 9420782

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc. as Principal and Fidelity and Deposit Company of Maryland 1299 Zurich Way, Schaumburg, IL 60196 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million Five Hundred Sixty Nine Thousand One Hundred Seven And 77/100 Dollars ($ 1,569,107.77) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated , 2024 (hereinafter called the Contract) for #2024-3005-04 - Western Bayfront Resurfacing which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Leslie A. Paulsen, Attorney-In-Fact, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2024.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ITS: President
(Title)

ATTEST:
Shaun Stapleton
(Signature)

Shaun Stapleton (Print)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
(Signature)

Krystle Sharp (Print)

ITS: Bond Acct. Executive

Corporate Seal

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 14th day of September, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2024 .

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ITEM VI
PERFORMANCE BOND

Bond No. 9420782

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million Five Hundred Sixty Nine Thousand One Hundred Seven And 77/100 - - - - - dollars ($ 1,569,107.77), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2024 , entered into a Contract with the Owner for #2024-3005-04 - Western Bayfront Resurfacing which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2024.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____

_____(Print)

_____(SEAL)

_____

_____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ITS: President
(Title)

ATTEST: Shawn Stapleton
(Signature)

Shawn Stapleton (Print)

ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST: Krystle Sharp
(Signature)

Krystle Sharp (Print)

ITS: Bond Acct. Executive
(Title)

Corporate Seal

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

INSURANCE SERVICES, INC.
Insurance Brokers & Consultants
3160 Campus Drive ■ Suite 100 ■ Norcross Georgia 30071
(678) 252-1470 Telephone

April 26, 2024

City of Mobile, Alabama
205 Government Street
Mobile, AL 36602

Re: **John G. Walton Construction Company, Inc.**
Bond No. 9420782
#2024-3005-04 – Western Bayfront Resurfacing
Contract Price: $1,569,107.77

To Whom It May Concern:

As a representative of Fidelity and Deposit Company of Maryland regarding the abovementioned performance and payment bonds written on behalf of John G. Walton Construction Company, Inc., I give City of Mobile, Alabama the authority to date the performance and payment bonds, as well as the Power of Attorney(s) for the above referenced project.

We would appreciate you confirming the date with us for our records.

Should you have any questions, please don't hesitate to contact me at (678) 252-1470.

Kindest Regards,

Leslie A Paulsen

Leslie A. Paulsen
Senior Vice President and Attorney-In-Fact

Cc: John G. Walton Construction Company, Inc.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

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

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

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

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

5. Certificate of Liability Insurance Endorsement Page

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

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

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

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

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety

measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Construction Co., Inc. , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: WESTERN BAYFRONT RESURFACING
Project No: 2024-3005-04
Project Description: Street Resurfacing
Major work items include: Pavement Planing, Bituminous Concrete, & Pipe Cleaning

City of Mobile Project Number **2024-3005-04** all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total ** $ 1,569,107.77) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:
(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:
(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:
(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

**one million five hundred sixty-nine thousand one hundred seven dollars & seventy-seven cents

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Kimley-Horn and Associates, Inc.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2024 Capital Improvement Fund. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: **(IF CORPORATION)**

John G. Walton Construction Co., Inc.(Print)

BY: John G Walton

ITS PRESIDENT

John G. Walton (Print)

ATTEST:

_____

ITS SECRETARY

Blake Lamont (Print)

Corporate Seal

5/2/2024

DATE

STATE OF ALABAMA
CITY OF MOBILE

I, Debra Balams, a Notary Public in and for said State and County, hereby certify that John G. Walton, whose name as President of John G. Walton Construction Company, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 2nd day of May, 2024.

NOTARY PUBLIC

My Commission Expires:

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a)*: PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE* SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 246 GABIONS

246.01 DESCRIPTION

The work under this Section shall consist of furnishing assembling, tying and filling with approved stones, open PVC coated welded wire baskets, construction in accordance with these specifications and placed in reasonably close conformity to the lines, grades and dimensions shown on the plans or directed by the Engineer. Other work specified in this section shall include furnishings and placing geotextile fabric between the backfill material and the inner face of the gabions as shown on the plans.

246.02 MATERIAL

(a) Filter Blanket

Filter Blanket shall be a woven material meeting the requirements of Subarticle 814.03 (c).

(b) Stone Fill

Stone used in the gabions shall be sound and durable, from any source approved by the Engineer. No stone shall be less than three inches, minimum dimension, nor

greater than six inches. The stone shall be crushed and shall be reasonably well graded between the limiting sizes.

(c) Gabion Baskets

PVC coated galvanized steel wire gabion basket units shall be of non-raveling construction, fabricated from a welded square wire mesh of hot dipped galvanized steel wired having a minimum diameter of 0.105 inches after galvanization; and additionally, shall be coated with a minimum of 0.020 inches of PVC. The steel wire used shall be galvanized and PVC coated prior to fabrication into mesh. Mesh openings shall be square in shape and uniform in size, measuring not more than 3 inches by 3 inches. The PVC coated wire of all gabion components shall be resistant to the destructive effects of immersion in acidic, salt, or polluted water, exposure to ultraviolet light and abrasion, and retain these characteristics after a period of not less than 3,000 hours under test in accordance with ASTM Test Designation G-23.

Gabions shall be fabricated in such a manner that the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified by the plans. Gabions shall be of single unit construction. The base, lid, ends, and sides shall be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

The field connections between adjacent wire baskets shall be made as recommended by the manufacturer and shall develop a connection strong enough that the failure under test shall occur in the mesh rather than in the lacing.

Each shipment of gabions to a job site shall be accompanied by a certification, on company letterhead, and signed by an officer of the company, which states that the material conforms to the requirements of the contract specifications and ASTM designation A974-97 manufacturing requirements.

The Engineer reserves the right to modify any portion in order to enhance the final product.

(d) Grout

Grout shall consist of Portland cement concrete. Concrete shall conform to the requirements of ASTM C-94 and shall have a minimum compressive strength of 3,000 psi, a maximum nominal aggregate size of ¼ inch, and sufficient admixture to provide from 5 to 7 percent entrained air. At the Contractor's option, a water-reducing admixture, proportioned as per the manufacturer's recommendation, may be used to increase the penetration of the grout. The grout shall be designed to produce a mixture having a consistency such as to permit gravity flow into the interstices of the stone-filled gabion baskets with the help of limited brooming and vibrating. The grout shall be used in the work within a period of one (1) hour after mixing. Retempering of grout will not be permitted. Gabions baskets shall not be grouted when the ambient temperature is below 35 degrees F. or above 89 degrees F., unless approved by the

Engineer in writing; nor when the grout, without special preparation, is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of the gabion baskets shall be wetted. The gabion baskets shall be grouted in successive longitudinal strips, approximately ten (10) feet in length, commencing at the furthest in-channel edge and working back towards the top-of-bank. Each batch of grout shall be dumped onto the ungrouted part of the strip and worked in to the voids between the stones. Grout shall be brought to the place of final deposit by approved means, and in no case will grout be permitted to flow ion the gabion basket surface a distance in excess of ten (10) feet. Immediately after dumping the batch of grout, it shall be distributed over the surface of the strip by the use of brooms, and the grout worked into place between stones with suitable spades, trowels or vibrating equipment. The grout shall penetrate the gabion basket surface to provide a cap having a thickness of not less than six (6) inches. As a final operation, a stiff stable broom shall be used to give the grout cap a broomed finish; however, the wire of the gabion shall not be uncovered during the finishing operation. After completion of any strip as specified, no workman or any load shall be permitted in the grouted surface for at least twenty for (24) hours.

The surface of all grouted gabion baskets shall be cured by keeping the surface continuously wet for a period of not less than seven (7) day; during which time the grouted surface shall also be protected from flowing water and mechanical injury.

246.03 CONSTRUCTION REQUIREMENTS

(a) Excavation & Backfill

Excavation and backfilling for gabion shall be performed in accordance with Section 214.

(b) Filter Blanket

Filter Blanket (geotextile) shall be installed in accordance with Section 610.

(c) Gabion Assembly and Installation

Gabion baskets shall be assembled in such a manner that the sides, ends, lids and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the drawings. Gabions shall be divided into cells by diaphragms of the same mesh and gauge as the gabion body. Diaphragms shall be placed a three foot (3') nominal spacings in the long direction, and shall extend the full width and height of the basket. The gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion shall be securely fastening all diaphragms and edges of the gabion.

Empty gabion baskets shall be installed according to manufacturer's recommendations and to the details shown on the plans. They shall be individually placed on the approved surface to the lines and grades as shown on the drawings or as directed by

the Engineer, with the sides, ends and diaphragms erected in a manner that will insure that correct position of all creases and that the top of all sides are level. All adjoining empty gabion units must be connected by tie wire lacing along the perimeter of their contract surfaces in order to obtain a monolithic structure.

The initial line of basket units shall be placed on the prepared bedding layer surface in a direction parallel to stream flow, unless otherwise shown on the drawings, and shall be partially filled with stones by hand to provide anchorage against deformation and displacement during the remainder of the filling operation. Stone filling operations shall carefully proceed with placement by hand or machine so as not to damage any galvanize or PVC wire coating, to assure a minimum of voids between the stones, and to assure that maintenance of alignment throughout the filling process. Undue bulging of the mesh shall be avoided. Along all exposed faces, the outer layer of stones shall be carefully placed and arranged by hand to insure a neat and compact appearance. Where shown on the drawings or as directed by the Engineer, or where a complete gabion unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent basket face.

(d) Grouted Gabions

Gabions installed as specified herein shall be grouted in areas indicated on the drawings or directed by the Engineer. All grouting of gabions shall be done in-the-dry. Stone for grouted gabion baskets shall conform to the requirements specified hereinbefore. The stone shall be placed in conformance with the general requirements for ungrouted gabion basket units as specified hereinbefore. The Contractor shall take special care to maintain the surface of the gabion units free from becoming choked with any material, such as spilled bedding material, until grouted, so as not to hamper the penetration of the grout. If such choking does occur, the Contractor shall remove the contaminating material to a minimum depth of 6 inches prior to grouting.

(e) Stone Filled Voids

Irregular shaped areas in the ditch sides not conforming to an area that will accommodate a gabion basket shall be filled with stones in the manner specified for gabion and grouted. NO DIRECT PAYMENT.

246.04 METHOD OF MEASUREMENTS

The quantity of Gabions will be field measured along the channel face of the gabion baskets and shall be paid for at the contract unit price per linear foot for Item 246-A. Linear foot price bid shall include all cost associated with temporary sheet pile shoring in addition to furnishing all the quantity of gabions and stone filled voids filled with stone ordered and acceptably placed.

Excavation and backfill of gabions will be paid for as specified in Item 210-B Channel Excavation.

246.05 BASIS OF PAYMENT

(a) Unit Price Coverage

The quantity of gabions or stone filled voids acceptably placed, measured as noted above, will be paid for at the contract unit price bid, which shall be full compensation for furnishing all materials, including filter fabric, wire mesh and stone, labor, equipment, tools, and incidental necessary to compete this Item of work.

(b) Payment Will be Made Under Item No:

246-A Gabions – per Cubic Yard
246-E Grout for Gabions – per Cubic Yard

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2022 Edition):

429.A277.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2022 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2022 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 538 *STORM WATER DRAINAGE PIPE REHABILITATION*

538-A.01

Description

This Section shall cover the work of rehabilitating existing Storm Water Pipe using a cured-in-place liner (CIPP), at the locations shown on the plans or directed by the Engineer.

538-A.02

Referenced Documents

American Society for Testing and Materials Documents:

ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),

ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP),

ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe),

ASTM 0790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and

D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

By reference the above listed documents are hereby made a part of this Specification and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

538-A.03

Product and C0ntractor Qualification Requirements

The provided product shall have a 50-year design life. Only proven products with substantial long-term track records will be approved. All Contractors must submit proof that they meet the below product and installer requirements of this section with their bid.

In order for CIPP products and contractors to be deemed Acceptable and Approved for this project they must meet the following criteria:

1. For a Manufacturer's inversion liner product to be considered proven, a minimum of 250,000 linear feet of successful installations in the U.S. must be documented to the satisfaction of the City.
2. The Manufacturer of the inversion liner product must operate under a quality management system that is third party certified to ISO 9001:2000 or other internationally recognized organization standards.
3. Third Party Test Results for the pipe rehabilitation product resin system supporting the long-term performance and structural strength of the product shall be submitted for approval, and such data shall be satisfactory to the City.
4. For a Contractor to be approved by the City, the Contractor must submit with their bid correspondence from the Manufacturer stating that the Contractor is certified to install the Manufacturer's inversion liner Product.
5. The Contractor Superintendent(s) designated for this project must have had at least 5 (five) years of continuous active experience in the installation of CIPP. This shall be documented to the City's satisfaction.

538-A.04

Submittals

The Contractor shall submit to the Engineer documentation which may include shop drawings, ASTM Standards and manufacturer's data for the following items:

1. Lining material to be installed.
2. Thermosetting resin to be utilized in producing the CIPP in accordance with these specifications.
3. Bypass plan layout to be used if needed.
4. Safety plan.
5. Design calculations for CIPP thickness of the liner system.
6. Procedures for preparing CIPP samples and testing of physical properties.
7. Pre-installation Inspection Reports.

The submittal items listed above shall be submitted by Contractor to the Engineer after Notice of Award and prior to beginning the work. All Submittals shall be approved prior to beginning work.

The Contractor shall submit eight copies of the product data and installation procedures of the cured-in-place liner. The submittal of the product data and installation procedures shall be complete to the point that the physical properties of all required materials are identified and all installation procedures are thoroughly described. An incomplete submittal will be returned to the contractor for completion.

538-A.05

Safety

The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces. The Contractor is completely responsible for all safety requirements and shall hold harmless the City and Engineer for any claims, fines, or other penalties filed against this work.

538-A.06

Materials

A. CIPP Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM Fl216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments and stretch to fit irregular pipe sections.
2. the wet-out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.
3. The Tube shall be manufactured to a size that when installed will tightly fir the internal circumference and length of the original pipe. Allowance should be made for

circumferential stretching during installation.

4. The outside layer of the Tube shall be coated with an impermeable flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.
5. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
7. Seams in the Tube shall be stronger than the non-seamed felt material.
8. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The Tubes must be manufactured in the USA.
9. Resin -The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the Tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813, and ASTM F1743, the physical properties herein, and those which are to be utilized in the submittal and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. Testing Requirements

1. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM Fl216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
2. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
3. CIPP Field Samples - When requested by the City, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Sampled for this project shall be made and tested as described in Section 10.1.

C. Structural Requirements

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A

percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

3. The Enhancement Factor '1<' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.
4. The layers of cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
5. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

Minimum CIPP Physical Properties
Cured Polyester Composite

Property	Test Method	min. per ASTM f 1216	Enhanced Resin
Modulus of Elasticity	ASTMD790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

6. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5, or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix XI. Design Considerations of ASTM F1216, and the following design parameters.

Design Safety Factor (typically used value)	2.0
Retention Factor for Long-Term Flexural Modulus for Design (As determined by long-term tests of section 5.2 and approved by the Owner)	=50% - 75%
Ovality* (calculated from (Xl.1 of ASTM F1216))	=2%
Enhancement Factor, K	=See Section 5.3
Groundwater Depth (above invert of existing pipe) *	= 1/2 Soil Depth MI
Soil Depth (above crown of existing pipe) *	=Field Conditions(ft)
Soil Modulus**	----------
Soil Density**	=120 ocf
Live Load**	=H20 Highway
Design Condition (partially or fully deteriorated) ***	=FD

* Denotes information, which can be provided here or in inspection videotapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated. (See ASTM F1216 Appendix) The Owner will be the sole judge as to pipe conditions and parameters utilized in design.

7. Any layers of the tube that are not saturated with resin prior to insertion into the existing

pipe shall not be included in the structural CIPP wall thickness computation.

D. Responsibilities for Incidental Items

If a street must be closed to traffic, the Contractor shall contact the Traffic Engineer to obtain a permit for street closure and institute the actions necessary to provide access for the mutually agreed time period. The Contractor shall also contact the Water and Sewer Agency to obtain access to water hydrants for cleaning, installation and other process related work item requiring water. Costs of water shall be the responsibility of the contractor.

Bypassing Storm Water - The Contractor, when required, shall provide for the flow of storm water around the section or sections of pipe designated for repair. Plugging the line at an existing upstream inlet or manhole and pumping the flow into a downstream inlet or manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the flow. The Engineer may require a detail of the bypass plan to be submitted. The Contractor shall plan his activities such that, during periods of high flow, the system will not be constricted.

Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using closed circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding obstruction, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction.

Such excavation shall be approved in writing by the Engineer prior to the commencement of the work and shall be considered as a separate pay item.

Public Notification - The Contractor shall implement a public notification program for area residents and businesses informing them of the work to be conducted.

A. Written notice to be delivered to each home or business in the adjacent area the day prior to the beginning of work being conducted on the section, local telephone number of the Contractor they can call to discuss the project or any potential problems.
B. The Contractor shall coordinate activities with residents adjacent to the pipeline prior to entering their yards and obtain permission to do so. In the event the resident refuses permission, the City and Engineer will assist the Contractor in obtaining permission.

538-A.07

Construction Requirements

A. Inspection of Pipe Prior to Rehabilitation

Inspection of the pipeline shall be performed by experienced personnel trained in locating breaks, obstacles, connections, and junctions by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the liner into the pipe. A video tape and suitable log shall be submitted to the Engineer for review prior to the installation of the liner. The installation of the liner shall not begin until the Engineer informs the Contractor that the review of the inspection tape and log has been completed.

B. Cleaning and Repairing Pipe

The Contractor shall clean the pipeline of all obstructions that will prevent the insertion of the liner.

Cleaning of Lines - The Contractor, when required, shall remove all internal debris out of the line that will interfere with the installation of CIPP. Any hazardous waste material encountered during this project will be considered as a changed condition.

If the extent of obstruction and damage is severe, the Engineer may require the Contractor to uncover the pipe, remove the obstructions, and repair the pipe. Excavation and repair work will be paid for as Point Repair.

The Contractor shall not install the liner in roadway pipe sections having dropped joints or line swags without prior approval from the Engineer.

C. Installation

CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

Curing shall be accomplished by utilizing steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

D. Inspection

CIPP samples shall be prepared for each installation designated by the owner/engineer or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.

Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F 1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as calculated in paragraph 5.6 of this document.

Visual inspection of the CIPP shall be in accordance with ASTM Fl743, Section 8.6

Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

E. Delivery, Storage, and Handling of Materials

The Contractor shall be responsible for delivery, storage, and handling of products. Products shall be kept safe from damage. Damaged products shall be removed from the job site promptly and shall be replaced with undamaged products.

F. Installation Procedure

The Contractor shall install the pipe liner in accordance with the installation procedures that have been distributed by the Engineer after being submitted by the Contractor. In the event insertion requires the removal of an inlet or manhole top in order to make the insertion, the Engineer and Contractor shall select a structure from which the top will be removed. The Contractor will be paid for removing and rebuilding the top under Bid Item No. 621-C, Rebuilding Inlet and Manhole Tops, per each. All existing metal parts shall be salvaged and reused.

G. Sealing Pipe at Junction Box, Inlet or Headwall

If there is not a tight seal in a junction box, inlet or headwall, the Contractor shall apply a sealant at that point by pressure injection or other means to ensure a watertight seal. The repair shall be rechecked after 48 hours to ensure that the seal is.holding. If the seal does not hold, the Contractor shall continue to apply sealant until a seal is made and there are n leaks. The Contractor shall seal the pipe without additional compensation.

H. Inspection of Pipe after Rehabilitation

Inspection of the pipeline shall again be performed by experienced personnel trained in the use of closed-circuit television for the inspection of pipes. The interior of the pipeline shall be carefully inspected to determine if there are areas where the liner does not adhere to the pipe wall, or if there are ruptures in the lining. A video tape and suitable log shall be

submitted to the Engineer for review after the installation of the liner. All repairs shall be made without additional compensation.

I. Clean Up

After the installation work and inspection has been completed and the work found acceptable, the Contractor shall clean up the work area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor. The work area shall be left in a condition equal to or better than prior condition.

J. Warranty

All pipe rehabilitation work shall be warranted to be free from defects in materials and workmanship for a period of five years from the date of rehabilitation. The Contractor shall obtain a written warranty from the supplier of the cured-in-place liner system or PE liner pipe and submit it to the Engineer after the initial inspection and before installation begins. The warranty should include the statement that any defect that occurs during a five-year period that is attributable to the liner installation or materials will be repaired by the supplier at no cost to the Owner. It should be noted in the warranty that the five-year period shall begin upon Final Payment for the Project.

538-A.08

Method of Measurement

A. Drainage Pipe Rehabilitation

Drainage Pipe Rehabilitation will be measured in linear feet along the flowline of the rehabilitated pipe. This measurement will be continuous through inline inlets and manholes. In the event "Arch" pipe is encountered, it will be measured and paid for at the equivalent round pipe size.

B. Point Repairs

Point Repairs performed in accordance with Section 538.02-D herein will be measured per each completely in place as approved by the Engineer.

C. Root Cutting

Root cutting will be measured in Linear feet. Removal of the roots must be performed in accordance with guidelines identified by NASSCO.

D. Bypass Pumping

Bypass Pumping performed in accordance with Section 538.02-D herein and no direct payment will be made for this work. The cost for bypass pumping shall be included in other items of work.

538-A.09

Basis of Payment

A. Drainage Pipe Rehabilitation

Drainage Pipe Rehabilitation, measured as noted above, will be paid for at the contract unit price, which shall be full compensation for submittals, cleaning and videoing the pipeline, minor repair of the pipe, furnishing and installing the pipe lining, final videoing of the pipeline, warranty, and for all equipment, tools, labor and incidentals necessary to complete the work.

B. Point Repairs
Point Repairs, measured as noted above, will be paid for at the contract unit price, which shall be full compensation for all work necessary including labor and materials, to make the existing pipe suitable for placing the pipe liner.

Payment will be made in accordance with the following:

Item 538-B Point Repair, Lump Sum per each site.

8. ITEM 539 *PIPELINE CLEANING AND VIDEOING:*

Work under this Section shall include the cleaning of and making a complete video recording of the interior of designated pipelines. Equipment and techniques shall comply with Specification 538, STORMWATER DRAINAGE PIPE REHABILITATION

Pipelines to be cleaned and videoed shall be as designated by the Engineer and may be located anywhere within the City.

Cleaning shall be sufficient to allow a full video record of the pipeline to be made. This includes being able to determine condition of cracks, joints and any other conditions detrimental to the proper function of the pipe.

The Contractor may be required to prepare 2 copies of the video and submit to the Engineer.

Payment shall be made in accordance with the following:
Item 539-A Pipeline Cleaning, (Size) per Linear Foot

Item 539-A Pipeline Videoing, (Size) per Linear Foot.

9. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2022 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

10. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:*

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

11. ITEM 620 *PIPE JOINT REPAIR:*

All work performed under this Section shall be in accordance with all requirements of ALDOT Section 620 except as modified below.

12. ITEM 623-B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

13. ITEM 623-B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING)*:

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 623-B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

15. SECTION 650, PAY ITEM 650-*A TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery

tickets as determined by truck bed measure.

16. ITEM 654-A *SOLID SODDING:*

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on theproject site, solid sodding. It is the responsibility of the Contractor to determine the type of sodpresent and replace inkind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

18. ITEM 690-A *PROJECT SIGN -PORTABLE:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

19. ITEM 690-B *PORTABLE TOILETS - WEEKS:*

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

20. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

740 A.3

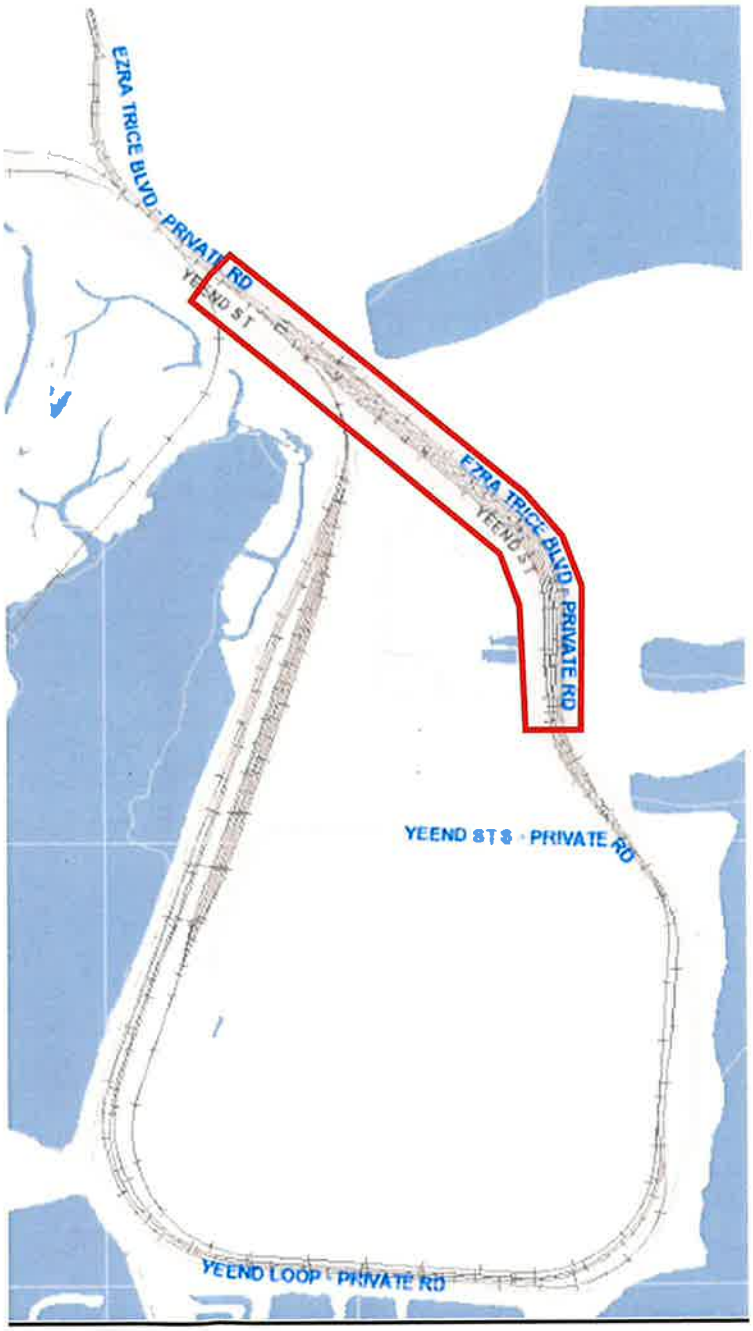
Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION

EXHIBIT A: PROJECT LOCATION

EXHIBIT A: PROJECT LOCATION (CONT'D)



ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2024

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

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

PRODUCER Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	**CONTACT NAME:** Kelli Smith **PHONE (A/C, No, Ext):** 251-340-1771 **FAX (A/C, No):** 251-470-1050 **E-MAIL ADDRESS:** Kelli.smith@cadenceinsurance.com
INSURED JOHNGWA-01 John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Berkley National Insurance Company — 38911 **INSURER B :** Valley Forge Insurance Company — 20508 **INSURER C :** Continental Insurance Company — 35289 **INSURER D :** Continental Insurance Company — 35289 **INSURER E :** American Casualty Company of Reading, PA — 20427 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1820813426 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			7040425338	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7040425341	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7040425355	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE $	$ 6,000,000 $ 6,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7040425369	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented/Leased Equipment			MIM103990553	12/31/2023	12/31/2024	Each Item Catastrophe	500,000 1,500,000

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

The General Liability and Auto Liability includes additional insured on a primary and non-contributory basis and waiver of subrogation status per forms CNA63359XX and CNA74705XX but only when required by written contract. The Workers Compensation includes waiver of subrogation status per form WC000313 but only when required by written contract. Excess Liability follows form over other policies.
Project: 2024-3005-04 - Western Bayfront Resurfacing
City of Mobile is additional insured with respects to General Liability per form CNA74705XX and Auto Liability per form CNA63359XX but only as required by written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per form CNA74705XX and Auto Liability per form CNA63359XX but only as required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36603

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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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

E-Verify

Company ID Number: 404786

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and John G. Walton Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 404786

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 404786

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 404786

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 404786

D. 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.

E. 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.

F. 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, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 404786

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

Employer John G. Walton Construction Company, Inc.	
Phillip Anglin	
Name (Please Type or Print)	Title
Electronically Signed	03/29/2012
Signature Phillip Anglin	Date 3-29-12
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/29/2012
Signature Phillip Anglin	Date 3-29-12

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	John G. Walton Construction Company, Inc.
Company Facility Address:	1806 Wolf Ridge Rd.
	Mobile, AL 36618
Company Alternate Address:	P.O. Box 81222
	Mobile, AL 36689
County or Parish:	MOBILE
Employer Identification Number:	631158993

E-Verify

Company ID Number: 404786

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	5 to 9
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: **Phillip L Anglin**
Telephone Number: **(251) 342 - 6250** Fax Number: **(251) 342 - 6290**
E-mail Address: **phillip@johngwalton.com**

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: JOHN G. WALTON CONSTRUCTION COMPANY, INC.	**Certified DBE:** YES (NO)	**Contract Start Date:** 06/03/2024
DESCRIPTION: 2024-3005-04 WESTERN BAYFRONT RESURFACING		**Estimated Completion Date:** 12/02/2024

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)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shaun@johngwalton.com

RFP/RFQ Solicitation Number	2024-3005-04
Project Description	Western Baytront Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5% Total #of Employees 130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John G. Walton

Signature: John G Walton Date: 4/24/2024

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: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

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 John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 1,569,107.77 Date: 4/24/2024

Description Western Bayfront Resurfacing

Name of Bidder/Proposer: John G. Walton Construction Co., Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
C. Thornton	251 639-1906	Concrete	$119,250.00	7.6%	Yes	
Coastal Environmental	251 510-1469	Erosion	$7,130.00	0.45%	Yes	
Smith Industrial Services	251 243-1964	Pipe Cleaning	$30,000.00	1.91%	No	
C&H Construction Services	251 508-3640	Signage	$5,500.00	0.35%	No	
Renfroe, Hibberts & Co.	251 680-5881	Striping	$65,035.00	4.15%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shaun Stapleton Phone 251-342-6250 Email Shaun@johngwalton.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. _____

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John G. Walton (affiant) who, being duly sworn says as follows:

President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for John G. Walton Construction Co., 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 John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

John G. Walton

President /CEO of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 24th day of April, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton
Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-04
WESTERN BAYFRONT RESURFACING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-04
WESTERN BAYFRONT RESURFACING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this

_____

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

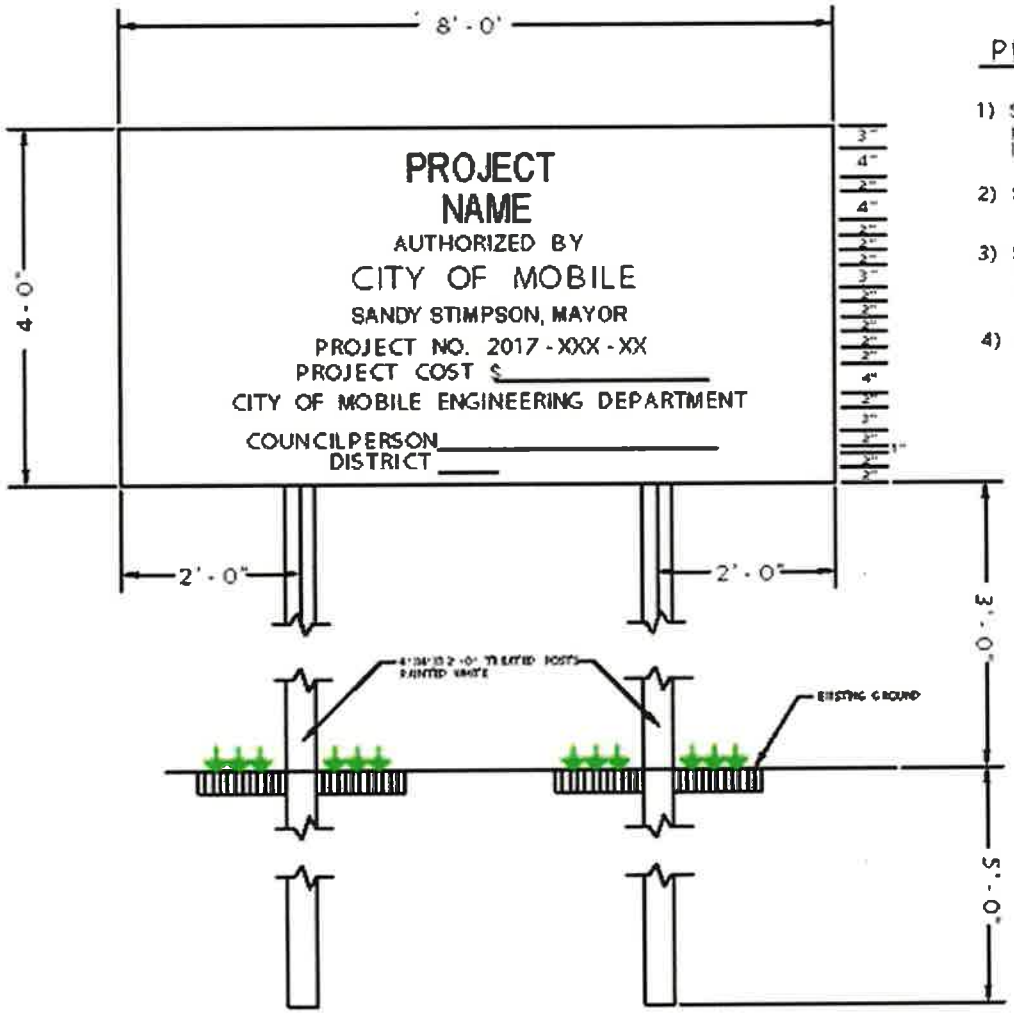
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/24/2024

Name of Project: 2024 WESTERN BAYFRONT RESURFACING
Project Number: 2024-3005-04

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 15,070.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder Name of John G. Walton Construction Co., Inc.

Mailing Address P.O. Box 81222 Mobile, AL 36689

***By (Legal Signature)** John G Walton

***Name (type or print)** JOHN G. WALTON, PRESIDENT (Seal)

***Title**

Telephone Number 251-342-6850

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of **July, 2023**

196711

Michael B. Tew
SECRETARY-TREASURER

CHAIRMAN

VOID

John G. Walton
construction company
www.johngwalton.com
Phone: (251) 342-6250
Fax: (251) 342-6290

LETTER OF TRANSMITTAL

Friday, May 03, 2024

To: Kimley Horn
11 N. Water St Ste 9290
Mobile, AL 36602
ATTN: Jacob Franklin

Project Name: Western Bayfront Resurfacing
Project No.: 2024-3005-04

WE ARE SENDING YOU ☒ Attached ☐ Under Separate Cover Via _____ the following items:

☐ Plans ☐ Specifications ☒ Contracts ☐ Supplemental Agreement ☒ Estimate

☐ Shop Drawings ☐ Closeout Docs ☐ _____

COPIES	DATE	NO.	DESCRIPTION
5			Contracts - Executed

THESE ARE TRANSMITTED as checked below:

☐ For Approval ☐ Approved as Submitted ☐ Resubmit _____Copies for Approval

☒ For Your Use ☐ Approved as Noted ☐ Submit _____ Copies for Distribution

☒ As Requested ☐ Returned for Correction ☐ Return _____ Corrected Prints

☐ For Review & Comment ☐ _____

☐ FOR BIDS DUE _____,2024. ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO: FILE SIGNED _____

Kimley»Horn

May 8, 2024

Honorable Mayor Stimpson
Mayor, City of Mobile
205 Government Street
Mobile, AL 36602

RE: ***2024 Western Bayfront Resurfacing – Project No. 2024-3005-04***

Dear Honorable Mayor Stimpson:

We are transmitting herewith five (5) original Contract Documents for **Project 2024-3005-04: Western Bayfront Resurfacing**. These documents have been completed by the Contractor and we find them in order.

Please execute the "Articles of Agreement" and have attested.

Please return four (4) copies to my attention and keep the fifth for your file.

Please contact me at (251) 680-0548 or jacob.franklin@kimley-horn.com should you have any questions.

Sincerely,

Jacob Franklin, PE
Project Manager

Enclosures

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:
Public Safety, Rob Lasky

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Five year contract, then month-to-month, with Courtney Nall-McCulley, NA, for psychological and fitness-for-duty evaluations for MPD
General fund.

Amount of Contract:
NTE $20,000 per year

Funding Source

Project #	**Discretionary Funds**
Project String 1004.1530.44020	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Collins, Scott	Approved	5/16/2024 - 2:15 PM
Legal	Kern, Chris	Approved	5/16/2024 - 2:57 PM
Legal	Kern, Chris	Approved	5/16/2024 - 2:58 PM
Mayors Office	Barber, James	Approved	5/16/2024 - 2:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

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	5/2/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2024 - 1:02 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A NON-EMERGENCY MEDICAL TRANSPORT SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Nasia Pope**, to operate a **non-emergency medical transport** 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 **May 21, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Nasia Pope** for a Certificate of Public Convenience and Necessity to operate a **non-medical transport** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

(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: Nasia Pope

Date of Birth: 10/10/1996 Security #

Present Addres.

Home Phone Number: Work Phone Number:

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

Present Employer and Address: Pilot Catastrophe Service

Present Position/Title: Insurance Adjuster

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

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

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

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

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.

Nasia Pope
Signature

4/30/24
Date Signed

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Nasia Pope individually or on behalf of Legacy Lanes 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:

Nasia Pope

Business Addres

Telephone: 2 Trade Name

Business Information

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

Birthdate:

Residence Address:

Address City State Zip code

Telephone Num er's License #:

Residing in Mobile County: Years: 27 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. ✓ 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	% of Stock Held (if any)
Nasia Pope	Owner	

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 ☑ non-emergency medical transport

Location of terminal/depot or stand & stables: Mobile, AL

What will be your days and hours of operation? Monday - Saturday 4:00am - 11:30pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Chrysler	Year: 2022	Model: Pacifica
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:

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Nasia Pope

Nickname(s) or Maiden Name: _____

Current Address:

Previous Address

Personal Description:

Height: 5'0

Weight: 150

Hair Color: Brown

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.

Nasia Pope

Signature

4/30/24

Date signed

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.

Mason Pope

Applicant's Signature

NAME OF ENTITY:

Legacy Lanes LLC.

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 **DAY OF** April, **20**24

Notary Public

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public
Alabama State At Large
My Commission Expires 10/26/26

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	POPE, NASIA ORION		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	27
Weight:	150	**Eyes:**	BROWN
Height:	5'00"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

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: D. Rebecca
DATE: 4/30/2024

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

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	5/21/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/21/2024 - 9:46 AM

60- 473 2024

RESOLUTION PURSUANT TO MOBILE CITY COUNCIL RESOLUTION 60-372 SETTING SCOPE AND TOPICS FOR INVESTIGATION INTO PUBLIC ALLEGATIONS MADE BY MOBILE POLICE DEPARTMENTCHIEF PAUL PRINE AND NAMING SPECIAL COUNSEL TO CONDUCT INVESTIGATION

SPONSORED BY: CITY COUNCIL

WHEREAS, on April 30, 2024, the Mobile City Council passed Resolution 60-372 authorizing an investigation into public allegations made by former Mobile Police Department Chief Paul Prine ("Chief Prine"); and

WHEREAS, that resolution appointed the Council Committee of the Whole to direct said investigation; and

WHEREAS, the Council Committee of the Whole met on May 7, 2024 to discuss topics including the scope and specific topics for any third-party outside Special Counsel to investigate; and

WHEREAS, time being of the essence, the Council Committee of the Whole has solicited and reviewed proposals for outside third-party attorneys licensed in the State of Alabama to conduct said investigation;

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

1. There will be four basic factual areas for a third-party retained Special Counsel to investigate and report back to the City Council on:

(a) the circumstances regarding the engagement of 321z Insights by the City of Mobile, the City of Mobile Police Department, and/or the Gulf Coast Technology Center ("GCTC") to conduct a review of the "EchoStop" program, including how and why the contract for same was solicited and presented to the Council and any internal or "peer" review as to same done by or at the request of GCTC;

(b) issues related to the "chain of command" at GCTC (also often referred to as MPD Cyber) and allegations that the Chief of Police was improperly cut out of or else unable to use GCTC resources;

(c) the circumstances surrounding the alleged breakdown of relations between the City Administration and Chief Prine on or about November 2023 and leading up to and including discussions between the City Administration and Chief Prine on or about April 2024 regarding his proposed retirement or resignation; and

(d) any allegations made by Chief Prine that written grievances filed or submitted by him were not properly addressed or investigated.

2. In investigating any and all of these factual areas, the Special Counsel shall only investigate those matters which, if true, would constitute illegal, unethical, or out-of-policy behavior. In doing so, the Special Counsel should in every instance, in accord with best investigatory practices, identify anyone who: (a) committed an alleged violation; (b) precisely what the violation allegedly was; (c) precisely what law, regulation, procedure, standard or practice, or City policy was allegedly violated; and (d) precisely when and where any such alleged violation occurred.

3. The Special Counsel's factual scope and remit is limited to the matters contained above in paragraphs one and two. Should the Special Counsel in the course of conducting its investigation uncover additional allegations or issues that do not fit within the scope of the investigation as described herein, the Special Counsel is not to pursue or report to the Council on any such allegations. The Special Counsel however, consistent with its legal and ethical duties, shall separately report any such allegations or issues to the proper investigatory authorities, State or Federal, in the event said allegations or issues would constitute illegal or unethical behavior.

4. The total budget for the investigation described herein shall be one-hundred thousand dollars ($100,000.00).

5. The investigation and written report of the Special Counsel shall be completed and submitted to the Council within forty-five (45) days of the Special Counsel being named. If for any reason at any time within that forty-five (45) day period either the budget or timeline for the investigation and report turns out to be inadequate in the opinion of the Special Counsel, he shall inform the Council Committee of the Whole immediately so that the Council may consider same and take additional action if warranted.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	5/23/2024
Purchase Agreement	Cover Memo	5/23/2024
Developer Agreement	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	5/23/2024 - 2:00 PM
Legal	Kern, Chris	Approved	5/23/2024 - 3:14 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 4:01 PM

AN ORDINANCE DONATING CERTAIN CITY PROPERTY TO THE CITY'S AFFORDABLE HOUSING PROGRAM AND AUTHORIZING THE SALE THEREOF

Sponsored by : Mayor William S. Stimpson

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the property at 311 N Claiborne Street hereinafter described is made available for donation and made available as program matching resources to the affordable housing program administered by the City of Mobile and that it is in the best interest of the City of Mobile and in the public interest that said properties be sold to FIGURES INVESTMENTS, INC. for the purpose of an affordable housing Project:

Property Description
Parcel Key: 00737224
Parcel ID: R022906400003036.000
Parcel Owner: CITY OF MOBILE
205 GOVERNMENT ST 4TH FLOOR
MOBILE , AL 36602

Legal Description
Lot 3 DeTonti Pointe, as recorded in instrument number 2023027310

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

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

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

SECTION FIVE: The Mayor and the City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Developer Agreement and any required Security Documents to secure such Agreement requirement when prepared for the property shown above.

SECTION SIX: The Mayor is also hereby authorized and directed to remit an amount not to exceed fifty (50) percent (%) of the cash proceeds from said sale to the Board of School Commissioners of Mobile County pursuant to the acquisition requirements within the purchase/transfer agreement with the same entity.

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

Adopted:

_____

Lisa C. Lambert, City Clerk

PURCHASE AGREEMENT FOR

311 N Claiborne St

This Purchase Agreement ("Agreement") is between the City of Mobile, as seller (hereinafter the "City"), and Figures Investments, Inc., an Alabama corporation as purchaser, whose address is 2476 Commercial Park Drive, Mobile, Alabama 36606 (hereinafter "Purchaser").

WHEREAS, the City desires to the sell the property described in Exhibit "A" of this Agreement (hereinafter the "Property") to the Purchaser, and the Purchaser desires to purchase the Property from the City.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

1. Description of Property. The Property are parcels of real estate located in the City of Mobile, Mobile County, as more particularly described in the legal descriptions attached hereto as Exhibit A.

2. Sale. The Purchaser agrees to purchase the Property, and the City of Mobile agrees to sell the Property, including all of City's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.

3. Purchase Price. The purchase price for the Property (hereinafter "Purchase Price") shall be Five Hundred Sixty Thousand and 00/100 ($560,000.00). The Purchaser agrees to assume all costs associated with the conveyance of the Property as outlined in this Agreement. The Purchaser agrees to present a money order, certified check or cashier's check made payable to the City of Mobile at closing.

4. Responsibility for Title Insurance. The City will provide Purchaser with a Commitment for Title Insurance. The Purchaser shall be responsible for payment of the premiums for any Title Insurance Policy obtained by the Purchaser.

5. Responsibility for Taxes and Other Charges. The Purchaser is responsible for property, ad valorem, any other taxes, municipal liens, or fines arising from and after the date of the closing.

6. Deed and Recording. The City will convey the Property to the Purchaser by General Warranty Deed, the form of which attached hereto as Exhibit B and incorporated herein. The City shall pay for recording the deed evidencing such conveyance.

7. Condition of Property. The Purchaser takes the Property "AS IS" and "WITH ALL RISKS." The City does not grant any warranties, either implied or express, except as provided in the General Warranty Deed.

8. Property Inspection. The City and Purchaser agree that the Purchaser has been able to complete an inspection of the Property.

9. Closing. Purchaser and City agree that closing shall be simultaneous with the execution of this Agreement.

10. Closing Costs. The City will pay all closing costs associated with recording the deed. Purchaser to pay all other closing costs.

11. Possession. Possession is delivered to the Purchaser at closing.

12. Representations and Warranties. As of the date of this Agreement, the following representations and warranties of the Purchaser shall be deemed made and effective, all of which are deemed material to City and are being relied upon by City:

    a. Purchaser has the full right, capacity, power and authority to enter into, and stands ready to perform, this Agreement and the transactions contemplated hereby.

    b. Purchaser agrees to accept immediate custody, possession and control of the Property and any and all buildings on the Property upon receipt of the General Warranty Deed from the City.

    c. The Purchaser agrees and understands that the City has conveyed the Property to the Purchaser for redevelopment and that the Purchaser will only use the property consistent with the terms, conditions and understanding of this Agreement.

    d. Upon accepting possession of the Property, the Purchaser agrees to maintain the Property until such time that it may be feasible to redevelop the Property.

    e. All such representations, warranties, covenants and agreements by City or Purchaser shall be true and accurate as of the date of this Agreement, during the term hereof and as of the date of closing.

13. Extensions. If the Purchaser determines that it cannot completely perform all of its obligations within the agreed-upon time frame, the Purchaser may request an extension in writing from the City. Extensions may be granted at the sole discretion of the City.

14. Indemnification. Purchaser shall indemnify, defend and hold harmless, City and its officers, elected officials, agents, representatives, and employee in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with performance or nonperformance 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. This includes from any legal action instituted by a third party against City and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from:

    a. The rehabilitation, demolition or redevelopment of the Property;

    b. Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm or corporation furnishing or

supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement; and

c. Any person or entity injured or damaged by any act, omission, error, act of misconduct, and/or negligent act of Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm, or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement.

15. Miscellaneous.

a. Governing Law. This Agreement shall be governed by Alabama law.

b. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute only one agreement.

c. Severability. 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, then all the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

d. Written Notice. All requirements for written notice contained in this Agreement shall be accomplished by any one of the following methods:

i. Personal service with service being effective upon delivery, or

ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

iii. Notices shall be addressed as follows:

1. City: City of Mobile
Neighborhood Development
205 Government Street
Mobile, Alabama 36602

2. Purchaser: Figures Investments, Inc.
2476 Commercial Park Drive
Mobile, Alabama 36617
Attn: Rashawn Figures

e. Binding Effect. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.

f. Entire Agreement. This Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the

parties, whether written or oral, are merged herein and shall be of no force and effect. This Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

g. Exhibits. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

h. Effective Date. The City and the Purchaser agree that this Agreement shall be considered effective on the date it is signed by both parties. If the parties sign on separate days, the Agreement will be effective on the date of the final signature.

i. Brokerage. City and Purchaser represent that neither has used the services of any broker.

j. Termination of Agreement. The parties have agreed that this Agreement shall terminate on the date in which all terms and benefits of this Agreement have been satisfied.

k. Subject to Terms of Developer Agreement. The final terms of this Purchase Agreement are subject to a simultaneously executed affordable housing program developer agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Purchaser has caused this instrument to be executed by its duly authorized representative on this the ___ day of _____, 2024.

PURCHASER:

Figures Investment, Inc.,
an Alabama corporation

By: _____

Its _____

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 Figures Investment, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and notarial seal this the ___ day of _____, 2024.

[Affix Seal]

_____
NOTARY PUBLIC
My commission expires: _____

IN WITNESS WHEREOF, the City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name and its seal to be hereto affixed, on this the _____ day of _____, 2024.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Its Mayor

ATTEST:

_____
Its City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that William S. Stimpson and _____, whose names as Mayor and City Clerk, respectively, of the CITY OF MOBILE, a Municipal Corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and notarial seal this the ___ day of _____, 2024.

[Affix Seal]

_____
NOTARY PUBLIC
My commission expires: _____

EXHIBIT A
Property Description

Parcel Key: 00737224
Parcel ID: R022906400003036.000
Parcel Owner: CITY OF MOBILE
205 GOVERNMENT ST 4TH FLOOR
MOBILE , AL 36602

Legal Description

Lot 3 DeTonti Pointe, as recorded in instrument number 2023027310

EXHIBIT B

Warranty Deed

STATE OF ALABAMA

COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF MOBILE, a municipality of the State of Alabama, hereinafter referred to as GRANTOR, for and in consideration of the sum of FIVE HUNDRED SIXTY THOUSAND AND 00/100 ($560,000.00) and other valuable consideration this day cash in hand paid to it by FIGURES INVESTMENTS, INC., an Alabama corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged by these presents, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, its successors and assigns, the following described parcel of real property situated in Mobile County, Alabama, to-wit:

Parcel Key: 00737224
Parcel ID: R022906400003036.000
Parcel Owner: CITY OF MOBILE
205 GOVERNMENT ST 4TH FLOOR
MOBILE , AL 36602

Legal Description:

Lot 3 DeTonti Pointe, as recorded in instrument number 2023027310

This conveyance is made subject to any and all easements, setback line requirements, reservations and restrictions which are of public record in the Office of the Judge of Probate of Mobile County, Alabama, to any present encroachments thereon, if any, and to the lien of real property taxes hereinafter falling due.

TOGETHER with all and singular, the rights, privileges, benefits, improvements, tenements, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, in fee simple, forever.

And the GRANTOR does hereby covenant and warrant with and unto the said GRANTEE, and its successors and assigns, that the City of Mobile is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that the City of Mobile, its successors or assigns, shall forever warrant and defend the same unto the said GRANTEE, and unto its successors or assigns, forever against the lawful claims of all persons.

All recording references herein refer to the records of the Office of the Judge of Probate of Mobile County, Alabama, unless otherwise specified.

[Signature page follows]

IN WITNESS WHEREOF, the City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name and its seal to be hereto affixed, on this the _____ day of _____, 2024.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Its Mayor

ATTEST:

_____
Its City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said county in said state, hereby certify that William S. Stimpson and Lisa C. Lambert, whose names as Mayor and City Clerk, respectively, of the City of Mobile, a Municipal Corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

GIVEN under my hand and official seal of office this the ____ day of _____, 2024.

(SEAL)

_____
Notary Public
My Commission Expires:_____

Address of Grantee:
Figures Investments, Inc.
2476 Commercial Park Drive
Mobile, AL 36606

THIS INSTRUMENT PREPARED BY:
City of Mobile
205 Government Street
Mobile, AL 36602
(251) 208-6294

AFFORDABLE HOUSING PROGRAM DEVELOPER AGREEMENT
BETWEEN
THE CITY OF MOBILE, ALABAMA AND FIGURES INVESTMENTS, INC.

This **AFFORDABLE HOUSING PROGRAM DEVELOPER AGREEMENT** ("hereinafter "Agreement") is made and entered into this _____ day of _____, 2024, by and between the City of Mobile ("City"), an Alabama municipal corporation, and Figures Investments, Inc. ("Developer"), a limited liability company organized under the laws of the State of Alabama.

WHEREAS, City is the recipient of U.S. Department of Housing and Urban Development ("HUD") funds from the HOME Investment Partnership Act at Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 *et seq*. (hereinafter "HOME"); and,

WHEREAS, the City desires to respond to housing insecurity, by providing affordable housing and increasing housing stock through acquisition, new construction, reconstruction, and rehabilitation to increase the stock of decent affordable housing through eligible uses of its Federal Funds, as described in the City of Mobile's Consolidated Plan;

WHEREAS, the City of Mobile requests proposals on a continual basis for projects to utilize resources to develop affordable housing for low to moderate income households, and Developer submitted a proposal for the project referenced in this Agreement; and

WHEREAS, Developer shall act as owner and Developer of the Project described herein and will utilize resources provided as defined below to construct nine (9) dwelling units, four (4) of which shall be for affordable rental housing situated on the parcel located at 311 N Claiborne St, Mobile, Al 36603 having a Parcel Key No.: 737224 and Tax Parcel ID No.: 2906400003036XXX (hereinafter the "Project"); and,

WHEREAS, the City desires to award resources not to exceed a total of **$248,888.88** ("Resources") in real estate for the eligible Project consistent with the proportionate value of property described in **Exhibit "A"** (attached hereto and made a part hereof) that will be utilized for affordable housing, to construct the "Project";

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth, the parties do hereby mutually agree as follows:

Section I – PROJECT DESCRIPTION

A. **Scope of Work**. Subject to the terms and conditions set forth herein, City agrees to provide a portion of real estate with a value of up to **Two Hundred Forty-eight Thousand Eight Hundred Eighty-eight and 88/100 dollars ($248,888.88)** to Developer for the construction of rental units for qualified LMI Households on the property as identified and approved by the City. Developer shall undertake the Project and perform all activities in accordance with Affordable Housing Program rules; other applicable Federal, state, and local laws and regulations; and the terms and conditions contained herein. Rental preference shall be given by Developer for those households that include police department personnel, fire department personnel, and current certified personnel from the following fields: elementary, primary, middle, and high school educators.

B. **Site Control /Site Location/Total Units/Specifications**. Developer will provide evidence of deeded site control under clear title for each building site and will not begin construction on any site until a notice to proceed has been issued by the City for each site. Prior to construction, Developer shall submit approved Plat Map subdividing the property in a manner consistent with constructing 9 dwelling units. Developer affirms that it has agreed to undertake the construction of four (4) dwelling units for affordable rental housing, at 311 N Claiborne St, Mobile, Al 36603 using plans and specifications approved by City.

C. **Eligible Activities and Costs.** Resources shall be utilized in furtherance of the following eligible activities: new construction of affordable rental housing. Resources are provided as permitted by HOME and/or ARPA program regulations.

D. **Cost Overruns**. Developer shall be solely responsible for ensuring completion of construction, within budget. Any cost overruns will be the sole responsibility of the Developer. City is only providing Real Estate value to this Project.

E. **Construction Funding/Disbursement.** Developer shall be responsible for all construction funding activity.

F. **Construction Schedule.** Begin Construction: Developer shall commence construction no later than nine (9) months after final execution of this agreement. Substantial Completion: Developer shall substantially complete construction of new units no later than eighteen (18) months after final execution of this agreement, except that such time for construction may be amended as set forth herein.

G. **Excusable Delays.** Completion of construction shall in all cases be subject to extensions for a period of time equal to the delay in completion caused as a result of an Excusable Delay. As used herein, the term "*Excusable Delay*" shall mean any delay in performance due to strikes, lockouts, or other labor or industrial disturbance, civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, hurricane, tornado, flood, washout, explosion, unusually inclement weather, moratorium or other unusual delay in obtaining necessary governmental permits or approvals (with developer using commercially reasonable efforts to obtain the same) or any other cause whatsoever beyond the reasonable control of developer (excluding financial inability to perform) to the extent that in each case of Excusable Delay, developer has notified City in writing within ten (10) days after the occurrence of each Excusable Delay event and has specified in detail the circumstances constituting the Excusable Delay and the anticipated number of days by which performance is delayed as a result thereof.

H. **Construction Methods and Techniques.** Developer shall be solely responsible for all construction, methods, techniques, and procedures and shall furnish all materials, equipment, machinery, tools and labor to perform the work required to complete construction. All materials shall be new and of good quality. Developer understands and agrees that if they are found to have used materials that are not new, i.e., seconds, an action under the Alabama Deceptive Trade Practices Act found in Title 8, Chapter 19 of the Code of Alabama 1975 may apply and the City will follow the rules and regulations described therein to report such deception and trade practices as applicable.

Section II - PROPERTY STANDARDS / INSURANCE

A. **New Units.** All housing units assisted with Funds awarded to Developer must meet the HOME Program Property Standards specified at 24 CFR 92.251(a) as well as the standards set out in, but not limited to, the following City Code Chapters: 11, 17, 19, 22, 25, 28, 44, 45, 52, and 64 and any other applicable state and local codes in effect at the time of Project completion.

B. **Sustainability.** All projects should "demonstrate responsible, quality construction with respect to energy efficiency, environmental impact, and reductions in the use of shared municipal resources". Developer shall construct New Units to meet the International Energy Conservation Code, Energy Star (or equivalent) certified building standards and receive the Energy Star label or certification. All new construction shall be IBHS Gold Fortified.

C. **Property and Casualty Insurance.** Developer agrees to keep all buildings or other improvements now on, or to be hereafter erected on the Property insured with an insurance company or companies licensed to sell property and casualty insurance within the state of Alabama, for maximum insurable value, naming City as an additional insured, until Developer's obligations to City are fully complete. In the event of a loss, City shall receive its pro-rata share of insurance proceeds, relative to the amount of City investment at the time of the loss.

D. **Commercial General Liability Insurance.** Developer agrees to maintain comprehensive commercial general liability insurance with an insurance company or companies licensed to sell public liability insurance within the state of Alabama, naming City as additional insured covering claims for bodily injury, death and property damage, in the amount of at least one million dollars for any occurrence.

E. **Worker's Compensation.** Developer shall maintain statutory worker's compensation and employer's liability coverage for all employees who will be engaged in the performance of the contract, including special coverage extensions where applicable.

F. **Proof of Insurance.** Developer shall at all times provide to City current written confirmation from the appropriate insurance company of compliance with the provisions of the above paragraphs, which shall include a copy of the applicable policy or policies, including all insuring pages, riders or endorsements.

G. **Taxes and Assessments.** Developer further agrees to pay all taxes and assessments on the Property, when due, or to reasonably contest the same and prevail or pay such tax or assessment pursuant to the same, and /or any and all liens which may be hereafter placed against said Property until Developer's Obligations to City are fully complete.

Section III - RENT OF UNITS

A. **Maximum Rent Rates.** Developer has the responsibility to market and rent the properties to low-to-moderate income households, as allowed by federal affordable housing programs, at or below the rates outlined in "Exhibit B" and shall remain at or below these rates unless

adjusted by HUD and notified by the City for the duration of the time covering the period for performance of this agreement.

Section IV - SECURITY INTEREST /PROGRAM INCOME

A. **Lien to Secure Debt / Developer's Assistance.** During any period of time when Developer owns an assisted property constructed under this Agreement for the first twenty (20) years (affordability period) after initial occupancy by a qualified household, Developer shall consent to the filing of a lien, in the form of a Mortgage, and the said Mortgage shall secure the full amount available during the construction and development phase. A mortgage shall be placed on each individual parcel included under this Agreement. The Mortgage shall be subject to all terms, conditions and limitations contained in this Agreement. The Developer shall execute a permanent Mortgage to the City for the principal amount of resources provided by City for the units. The mortgage shall have a term of twenty (20) years at two (2) percent (%) interest per annum and shall be paid from Net Operating Income. At the end of twenty (20) years of the Developer providing qualified affordable rental housing, any remaining terms of this Mortgage shall be extinguished and considered satisfied.

B. **Subordination of City Mortgage.** Upon request by Developer, the City may, at its option, execute a subordination of the City Mortgage for the purpose of Developer executing a mortgage with a traditional lending institution for construction financing of the Project.

C. **Program Income.** Program income means gross income received by the participating jurisdiction, state recipient or the subrecipient, that is directly generated from the use of Funds paid to Developer under this Agreement, less any and all amounts owed to Developer or payments or reimbursements made to the Developer pursuant to this Agreement or as if a sale had occurred. Program income includes, but is not limited to:

   i. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with Program funds or matching contributions;

   ii. Gross income from the use or rental of real property owned by City or assisted agency that was acquired, rehabilitated, or constructed with Affordable Housing Program funds or matching contributions, less costs incidental to generation of the income; (Program income does not include gross income from the use, rental or sale of real property received by the project owner, Developer or sponsor, unless the funds are paid by the project owner, Developer or sponsor to the participating jurisdiction, subrecipient or state recipient.)

   iii. Payments of principal and interest on loans made using Program funds or matching contributions;

   iv. Proceeds from the sale of loans (or the sale of obligations secured by loans) made with Program funds or matching contributions;

   v. Interest earned on program income pending its disposition; and

vi. Any other interest or return on the investment permitted under 24 CFR 92.205(b) of Program funds or matching contributions.

In the event of a lease between Developer and tenant, a lease agreement shall be executed between the Developer and tenant and govern the terms of maintenance, rent, and other particulars in compliance with federal program requirements. For any of the units which enter into a lease or lease-purchase agreement, during the lease portion of the agreement, Developer shall remit to City any Net Operating Income from the operation of the unit once all operating costs have been paid. This Net Operating Income will be recognized by City as Program Income. Developer will provide an operating budget for any units which enter into a lease or lease-purchase agreement.

Program income does not include other grants or donations received by Developer. All program income received is to be separately identified in Developer's financial records and returned immediately to City.

Section V - DEVELOPER FEES/ PAYMENT TERMS / REQUESTS FOR PAYMENT

A. **Developer Fees.** City shall provide no developer fee for this Project.

Any payments made under this Agreement must comply with the applicable requirements of 2 CFR Part 200.

B. **Payment Requests.** City shall provide no payments to Developer for this Project.

In no case will City pay any portion of any cost determined to be ineligible under this Agreement or under HOME and/or ARPA regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will City reimburse any cost which has been or will be reimbursed from another source.

Payment requests shall be submitted to City at the following address:

City of Mobile
Neighborhood Development Department
Attn: Deputy Senior Director
205 Government Street
5th Floor – South Tower
Suite 515
Mobile, AL 36602

Payments shall be made by City to Developer at the following address:

Figures Investments, Inc.
2476 COMMERCIAL PARK DRIVE
Mobile, AL 36617

At the end of the period of this Agreement, unless such date is extended by formal amendment to this Agreement, if funds are unobligated and/or unexpended and the Developer has been paid all sums due and no homes are under construction, City reserves the right to recapture the resources for use on other eligible activities.

Section VI - PROVISIONS RELATED TO OTHER FEDERAL REQUIREMENTS

A. **Applicability**. This section contains the general conditions applicable to contracts for the disbursement of federal funds, including HOME funds. These are federal requirements and take precedence over any conflicting conditions in this Agreement. No funds shall be disbursed by Developer to any subcontractor except pursuant to a written contract that shall incorporate all applicable conditions set out in this Section.

B. **Uniform Administrative Requirements and Cost Principals.** Developer shall comply with the policies, guidelines, and requirements of the federal Office of Management and Budget's "Omni-Circular" codified at 2 CFR Part 200. Developer shall carry out its assisted activities in compliance with all applicable HOME Program laws and regulations described in 24 CFR Part 92, as amended.

C. **Affirmative Marketing.** The Project agreed upon herein will result in the development of four assisted units. If, upon further amendment, Developer's project results in the construction of five or more assisted units, Developer must comply with the applicable provisions of the City's affirmative marketing plan. See 24 CFR 92.351 (a)(2). City reserves the right to review the records that document Developer's affirmative marketing actions annually. Developer must take corrective actions if affirmative marketing requirements are not met per 24 CFR 92.351(a)(2)(v). City reserves the right to amend City's affirmative marketing procedures. Such amendments shall be conveyed, in writing, to Developer without amendment to this Agreement.

D. **Religious Organizations.** 24 CFR 92.257, as amended, states in part:
"HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition." (See 24 CFR Parts 84 and 85.)

E. **Acquisition, Displacement and Relocation Requirements.** The City has adopted a policy that no displacement of homeowners and/or tenants shall occur as a result of Affordable Housing Program activities. Developer's acquisitions are intended to be carried out in compliance

with voluntary regulations founds at 49 CFR 24.101 and are explained in HUD's implementing instructions at Chapter 5 of HUD Handbook 1378.

To ensure compliance with City's policy of anti-displacement, no voluntary displacement of persons, businesses, or agencies should occur as a result of a assisted activity. If displacement from a site will be necessary, Developer shall notify City, in writing, prior to entering into any option or agreement to acquire that site. In the event that Developer fails to obtain approval to acquire an occupied site where displacement will be necessary, City reserves the right to refuse to participate in that acquisition, or the planned reuse of that parcel, to ensure compliance with its anti-displacement policy. Developer shall carry out its assisted activities in conformance with the requirements of 24 CFR 92.353, which deal with displacement, relocation, and acquisition.

F. **Audits** – Developer agrees to comply with the requirements of HOME Final Rule (24 CFR Part 92.506). Required audits must be conducted in accordance with 2 CFR Part 200.

G. **Press** – All publications, pamphlets, brochures, news releases, or other material prepared and/or distributed by Developer in connection with activities assisted under this Agreement shall identify City and HUD as sponsors of the Project.

H. **Acknowledgement** – All buildings, offices, and facilities used by Developer to fulfill obligations under this Agreement shall display a notice identifying City and HUD as sponsors of the Project.

I. **Civil Rights Compliance** – Developer agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, as well as, Ordinance No.: 14-034 of the City of Mobile, Alabama, a Municipal Corporation.

J. **Fair Housing / Equal Opportunity** – Developer agrees to comply with all fair housing and equal opportunity laws governing the HOME Program in the marketing and sale of the properties.

K. **Nondiscrimination** – Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Developer will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Developer agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting for the provisions of this nondiscrimination clause.

L. **Section 504** – Developer agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. City shall provide Developer with guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

M. **M/WBE** – Developer will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the activities covered by this Agreement. As used in this Agreement, the term "minority and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Developer may rely on written representations by contractors and subcontractors regarding their status as minority and/or women-owned business enterprises in lieu of an independent investigation.

N. **EEO/AA Statement** – Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that it is an Equal Opportunity or Affirmative Action employer.

O. **Contract/Subcontract Provisions** – Developer will include the provisions of paragraph (e) Civil Rights and (g) Nondiscrimination, in every subcontract, specifically or by reference, so that such provisions will be binding upon each contractor and subcontractor.

P. **OSHA** – Where employees of Developer are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety.

Q. **Labor Standards** – Developer agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to performance of this Agreement. Developer shall maintain documentation which demonstrates compliance with the hour and wage requirements. Such documentation shall be made available to the Lender for review upon written request. Developer further agrees that, except with respect to the construction of residential property designed for residential use for less than eleven (11) households, all Developers engaged under contracts in

excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR, parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Developer of its obligation, if any, to require payment of the higher wage. Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

R. **"Section 3" Compliance** – Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon Developer and any contractors/subcontractors. Failure to fulfill these requirements shall subject Developer and any contractors/subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Developer certifies and agrees to the best of its knowledge and belief that no contractual or other disability exists which would prevent compliance with these requirements. Developer further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

S. **"Section 3" Notifications** – Developer agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

T. **"Section 3" Subcontracts** – Developer will include the Section 3 clause (as contained in Section VII(S) above) in every contract/subcontract and will take appropriate action pursuant to the contract/subcontract upon a finding that the contractor/subcontractor has been found in violation of regulations under 24 CFR 135 and will not let any contract/subcontract unless the contractor/subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

U. **Hatch Act** – Developer agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Codes.

Section VII - REPORTING AND RECORD KEEPING REQUIREMENTS

A. **Project Record Keeping.** Records must be kept by Developer on individual projects, which include the following information and documentation for all projects:

i. Each project meets the applicable property standards.

ii. The incomes and sizes of the families benefiting from the use of City resources.

iii. The per unit amount of City resources invested, in compliance with HUD's per-unit subsidy amount requirements and with HUD's purchase price requirements.

iv. Compliance with the affirmative marketing requirements and existence of acceptable procedures, if required.

v. Equal opportunity and fair housing records, including racial and ethnic groups and single-headed household data, and affirmative fair housing actions.

vi. Compliance with lead-based paint and any Davis-Bacon requirements, if applicable.

vii. Compliance with conflict of interest rules.

viii. Compliance with HOME Fair Market Rents and occupancy requirements.

ix. Records documenting program income for assisted projects.

x. Procurement records for all federally funded Program activities.

B. **General Record Keeping.**

i. Records to be Kept – Developer shall maintain records relating to matters covered by this Agreement as required by the Uniform Administrative Requirements and by any additional requirements in this Agreement. Such records shall be maintained for a period of five years, starting from the effective date of this Agreement.

ii. Documentation of Costs – All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

iii. Inspection of Records – At any time during normal business hours and as often as City, HUD, and/or the Comptroller General of the United States may deem necessary,

Developer shall make available to City, HUD, and/or representatives of the Comptroller General for examination of all of its records at such time and in such forms as HUD or City may require, with respect to all matters covered by this Agreement, and will permit City, HUD, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and any other data relating to matters covered by this Agreement.

iv. Reports – Developer shall furnish to HUD or City statements, records, reports, and information pertaining to matters covered by this Agreement as HUD or City may reasonably and in good faith request in order to ensure compliance with this Agreement, including:

a) An Annual Performance Report for its assisted activities at a time and in a format to be provided by City.

b) Copies of all reports, brochures, advertisements, newsletters, and other material published by Developer pertaining to services provided under this Agreement. Such documents shall contain the statement, "Funding assistance provided by the City of Mobile, Alabama through Affordable Housing Program resources, provided by the City," and shall include a report of how Developer has satisfied the affirmative marking procedures of 24 CFR Section 92.351(a)(2), if required.

C. **Monthly Reports & Close Out Report.** Developer will additionally be required to provide to City monthly reports and a final close out report for each house in a format included in Exhibit C to this Agreement along with any additional documentation as may be required by City in order to determine compliance with this Agreement. A completed and accurate report must be received at City no later than the **15th day** of each month following the month being reported on. Reports received late or reports that are incomplete or found to be willfully or negligently inaccurate may be deemed a default under this Agreement if not cured within 30 days of written notice by City.

Section IX - MONITORING AND PERFORMANCE REVIEW

A. **Monitoring.** City's designee may inspect the progress of work, at any time, if it is reasonably convenient to Developer. Inspection shall include, but not be limited to, the following:

i. City shall review all written reports required by the Agreement. If a report is incomplete, incorrect, or otherwise deficient, City shall promptly notify Developer of the deficiency in writing.

ii. City shall monitor the progress of work and inspect records required to be produced by the Developer pursuant to this Agreement as deemed reasonably necessary, and in any event, not less than annually.

iii. City shall access, inspect, and survey actual work on construction sites, with or without accompaniment by Developer staff or notification of Developer.

Section X - ENFORCEMENT OF THE AGREEMENT

A. **Default.** Under the terms of this Agreement, Developer agrees to provide single-family affordable homes pursuant to the Project Description in Section I. A default under this Agreement shall consist of any material failure by Developer to fully perform and/or carry out any of the terms, covenants, and conditions of this Agreement, and in particular, but not by way of limitation, a failure or refusal by Developer to appropriately commit and expend the HOME funds by the deadlines set forth in this Agreement, or a failure or refusal to proceed with the work with such diligence as will ensure its completion within the time fixed by this Agreement.

B. **Remedies.** Developer's failure to perform under the terms of this Agreement, as well as noncompliance with any federal rules, or HOME requirements as outlined herein, may result in the following:

i. return of all resources or funds;

ii. suspension of any future payment(s) of federal housing funds provided by the City;

iii. termination of this Agreement pursuant to Section X;

iv. loss of future federal housing funds provided by the City that have not yet been expended for this Project;

v. monetary fines or penalties;

vi. suspension/debarment of Developer from participating in future funding opportunities; and/or

vii. such other and additional consequences as may be set out elsewhere in this Agreement, HUD regulations, or other applicable authority.

C. **Notice.** In the event of a default, written notice shall be given to Developer setting forth the particulars of such default and setting forth a time period of not less than ninety (90) days for Developer to cure such default. If Developer fails to cure the default within such time, City may immediately terminate and cancel this Agreement.

i. In the event the Developer cures such default within the time allowed above, Developer shall be relieved of liability to City for any damage sustained by City by virtue of any default or breach of the Agreement.

D. **Termination by the City.** If federal funding for this project is terminated and no other funding is available for continuation of this project, City will not be obligated to continue funding for the services contained in this Agreement and may terminate the Agreement and will

promptly release all the mortgages, liens and notes given by Developer or claimed by the City in connection with the project.

E. **Termination by the Developer.** Developer may terminate this Agreement at any time by a notice in writing to City at least thirty (30) days prior to actual termination of services. Developer shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Developer, and City may withhold payments to Developer until such time as the exact amount of damages due City from the recipient is determined.

F. **Termination for Cause.** In the event of termination for cause or termination by Developer, all resources provided or to be provided to Developer pursuant to this Agreement shall be immediately revoked, and any approvals related to the projects described in this Agreement shall immediately be deemed revoked and canceled without any further action on the part of City required. Developer will not be compensated for any work performed or expenses incurred after the effective date of termination. Any funds provided under this Agreement that Developer has not expended at the time such termination may occur will be recaptured by City for use in other eligible HOME Program activities. Developer shall reimburse City any Program funds invested and repay the lot price previously described to the City. In that event, the Developer shall be entitled to sell and convey the property in its discretion, without regard to any provisions, terms or conditions of this Agreement or the HOME Program and the City shall release the Developer and the property from any and all mortgages, liens, notes or claims with respect to the property or this Agreement.

G. **Disputes.** In the event of dispute arising under this Agreement, Developer shall notify City promptly in writing of his or her contentions and submit a claim under this Agreement. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, Developer shall proceed with such work in compliance with the instructions of City, and such compliance shall not be deemed a waiver of Developer's rights to make a claim under this Agreement, provided it has notified City in writing as above stipulated.

Section XI - NOTICES

All notices given pursuant to this Agreement shall be mailed or delivered to the following addresses, or such other addresses, as a party may designate in writing:

To: City
James Roberts, Senior Director
Neighborhood Development
205 Government St.
5th Floor- South Tower; Ste. 512
Mobile, AL 36602
PH: 251-208-6291
Fax: 251-208-6296
james.roberts@cityofmobile.org

To: Developer
Rashawn Figures, CEO
Figures Investments, Inc.
2476 Commercial Park Drive
Mobile, AL 36606
office: 251-338-9751
Fax: 251-338-9754
dortchfigures@gmail.com

Section XII - GENERAL CONTRACT PROVISIONS

A. **Modification.** This Agreement may be modified by mutual written agreement signed by the parties. Modifications may include, but are not limited to, alterations of the project description, timeline, budget, records, and reporting requirements.

B. **Interpretation of Program Regulations.** The responsibility for interpretation of Program rules and regulations and their applicability to Developer lies solely with City. City shall not interpret and apply Program regulations more restrictively than HUD, its Field Offices, publications, and representatives, or the U.S. Department of Treasury, or as otherwise allowed by law.

C. **Conditions of Performance.** Purchaser shall indemnify, defend and hold harmless, City and its officers, elected officials, agents, representatives, and employee in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with performance or nonperformance 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. This includes from any legal action instituted by a third party against City and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from:

   a. The rehabilitation, demolition or redevelopment of the Property;

   b. Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement; and

   c. Any person or entity injured or damaged by any act, omission, error, act of misconduct, and/or negligent act of Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm, or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement.

D. **Ongoing Obligations.** Developer shall abide by the terms of this Agreement and by the Affordable Housing Program regulations and requirements until such time as all City funds allocated to a Developer are expended and all Program Income payable to City is paid.

E. **Non-waiver.** The waiver of a breach of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

F. **Compliance with All Laws.** All services performed hereunder shall be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

G. **Conflict of Interest.** Developer covenants that no person who presently exercises any decision making or responsibilities in connection with the Project has any personal financial interest, direct or indirect, in the Project, the neighborhood, or any parcels therein. Developer further covenants that no person having any conflict of interest shall be employed by Developer or subcontracted by Developer. Any potential or actual conflict of interest on the part of Developer, its contractors, subcontractors, or employees shall be disclosed in writing to City pursuant to 24 CFR 92.356. The Conflict of Interest provisions prescribed in 24 CFR 92.356 expressly apply to this Agreement.

H. **Force Majeure.** If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the parties, the party so affected shall, upon giving prompt notice to the other party, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

I. **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 Developer's enrollment in the E-Verify program shall be provided to City prior to transfer.

J. **Certifications**. Attached to this Agreement are Certifications, marked as **Exhibit D**, and are incorporated by reference herein. By signing this Agreement, Developer is additionally making such certifications as described in the referenced exhibit of this paragraph.

K. **Severability**. If any paragraph contained in this Agreement shall be deemed unenforceable or against the laws of the State of Alabama, such paragraph(s) shall be given no weight and served from this Agreement. All remaining paragraphs shall remain in full force and effect.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, and all Attachments, the date and year first written above:

FOR DEVELOPER:
Figures Investments, Inc.
By: Rashawn Figures
As Its: Chief Executive Officer (CEO)

_____
Signature

_____
Printed Name

_____
Title

_____
Date

FOR CITY:

As Its Mayor	Attested By
_____	_____
William S. Stimpson	Lisa C. Lambert, City Clerk
_____	_____
Date	Date

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RASHAWN FIGURES, whose name as President of Figures Investments, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the _____ day of _____, 2024.

_____
Notary Public, Mobile County, Alabama
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William S. Stimpson, whose name as Mayor of the CITY OF MOBILE, and Lisa C. Lambert, whose name as City Clerk of the CITY OF MOBILE, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Municipal Corporation.

Given under my hand and official seal this the _____ day of _____, 2024.

_____
Notary Public, Mobile County, Alabama
My Commission Expires: _____

EXHIBIT A

Property Description

Parcel Key: 00737224

Parcel ID: R022906400003036.000

Parcel Owner: CITY OF MOBILE

205 GOVERNMENT ST 4TH FLOOR

MOBILE , AL 36602

Legal Description

Lot 3 DeTonti Pointe, as recorded in instrument number 2023027310

EXHIBIT B

HOME PROGRAM INCOME AND RENT LIMITS

HOME Program 2023 Income Limits* (Mobile, Alabama MSA)
Effective Date: 6/15/2023
Source: U.S. Department of Housing and Urban Development

Family/Household Size	80% AMI Limit
1	$38,750
2	$44,250
3	$49,800
4	$55,300
5	$59,750
6	$64,150
7	$68,600
8	$73,000

** Total income of all persons living in the household.*

HOME Program 2024 Rent Limits (Mobile, Alabama MSA)
Effective Date: 6/1/2024
Source: U.S. Department of Housing and Urban Development

Bedroom Count Per Unit	Monthly Rent Limit
0 (Efficiency)	$810
1	$890
2	$1094
3	$1448
4	$1484
5	$1707
6	$1929

EXHIBIT C

Monthly and Final Reports for Services Delivered

A monthly program activity status report must be submitted to City by the 15th day of each month during the construction period and until the house is sold. This report should detail program and development activity and should use the attached form, with any required additional documentation as may be specified by the City of Mobile. In months that have approved invoices, the City's inspection report shall replace this requirement.

Once a house is sold, a HOME Close Out Report must be completed with demographic information on the qualified, eligible homebuyer and submitted to City within 15 days after the closing.

The Monthly Report and the Close Out Report should be submitted to:

Beverly Reed, Deputy Director
City of Mobile
Community & Housing Development Department
205 Government Street
5th Floor- South Tower
Suite 515
Mobile, AL 36602

Monthly Activity Status Report

Program	Address	Brief Narrative Status Report

Developer

Signed: _____ Date: _____

Title: _____

Reviewed and approved, on behalf of the City by:

Signed: _____ Date: _____

Title: _____

EXHIBIT D

HOME Program Certifications

In accordance with the HOME investment Partnerships Act and with 24 CFR 91.225(d), Developer certifies that:

1. Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that City has adopted for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

2. If Developer intends to carry out new construction, this activity shall be carried out in accordance with 24 CFR Part 92. City certifies that new construction projects will be implemented in cases where rehabilitation is not the most cost-effective way to meet affordable housing needs;

3. Developer will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and the requirements of 24 CFR 92.353;

4. Developer will use HOME funds pursuant to the City of Mobile's Consolidated Plan, as approved by HUD, and in conformance with all the requirements of 24 CFR Part 92;

5. Developer will continue to provide a drug-free workplace by:

    a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Developer's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

    b) Establishing an ongoing drug-free awareness program to inform employees about:

        i. The dangers of drug abuse in the workplace;

        ii. Developer's policy of maintaining a drug-free workplace;

        iii. Any available drug counseling, rehabilitation, and employee assistance programs;

        iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

    c) Making it a requirement that each employee be engaged in the performance of the project be given a copy of the statement required by paragraph (a);

    d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the project, the employee will abide by the terms of the statement and will notify the employer in writing of his or her conviction for a violation

of a criminal drug statue occurring in the workplace no later than five calendar days after such conviction;

e) Notify the agency in writing within ten (10) calendar days after receiving notice under paragraph (d) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every loan officer or other designee on whose loan activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected loan;

f) Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (d) with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f.

6. To the best of its knowledge and belief:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Developer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) Developer will require that the language of paragraph (5) of this certification be included in the award document for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such contractors, subcontractors, and/or sub-grantees shall certify and disclose accordingly.

7. Equal Opportunity and Fair Housing – The requirements for nondiscrimination established in 24 CFR 92.350 apply to this Agreement.

8. Labor – The federal labor requirements prescribed in 24 CFR 92.354 apply to this Agreement.

9. Conflict of Interest – The Conflict of Interest provisions prescribed in 24 CFR 92.356 apply to this Agreement.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Robert Bryant, Animal Services

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize grant application to the American Society for the Prevention of Cruelty to Animals (ASPCA) for their Capacity Building Disaster Grant in the amount of $25,000.00. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $25,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	5/23/2024 - 11:00 AM
Legal	Kern, Chris	Approved	5/23/2024 - 12:15 PM
Legal	Kern, Chris	Approved	5/23/2024 - 12:16 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:18 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the American Society for the Prevention of Cruelty to Animals (ASPCA), a Notice of Award for grant assistance in the amount of $25,000.00 for the Capacity Building Disaster Grant. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the American Society for the Prevention of Cruelty to Animals. Any agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - Cory Penn - DIstrict 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/4/2024

Renewal Date of Contract:

5/28/2024

Funding Source

Project # 2257 Clinton Street - ME-150-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE**

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2257 Clinton Street	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/23/2024 - 9:28 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2257 Clinton Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2257 Clinton Street** described as:

LOT 14 SUMMERVILLE DOWNS SU B MBK 5 P 491 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 412

Last Assessed to: JENKINS BERTRAM

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
May 20, 2024

TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 28, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2257 CLINTON STREET,** OWNED BY OR MAY HAVE AN INTEREST: **JENKINS BERTRAM** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 024 412

COUNCIL DISTRICT 1 – CORY PENN

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

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2257 CLINTON STREET

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/07/2023	Comments	

Property Score			
Score	62	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 11-29-23

Votes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 04/03/2024

Property Address: 2257 Clinton Street **District No:** 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Betram Jenkins
1215 W 30th Street
Houston, Texas 77018-7403

April 4, 2024 --- Correction

RE: **2257 Clinton Street**
Project Number: ME-150-23

Dear Betram Jenkins:

On March 21, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2257 Clinton Street.

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

LOT 14 SUMMERVILLE DOWNS SU B MBK 5 P 491 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 412

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **May 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 17, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 17, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on May 28, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

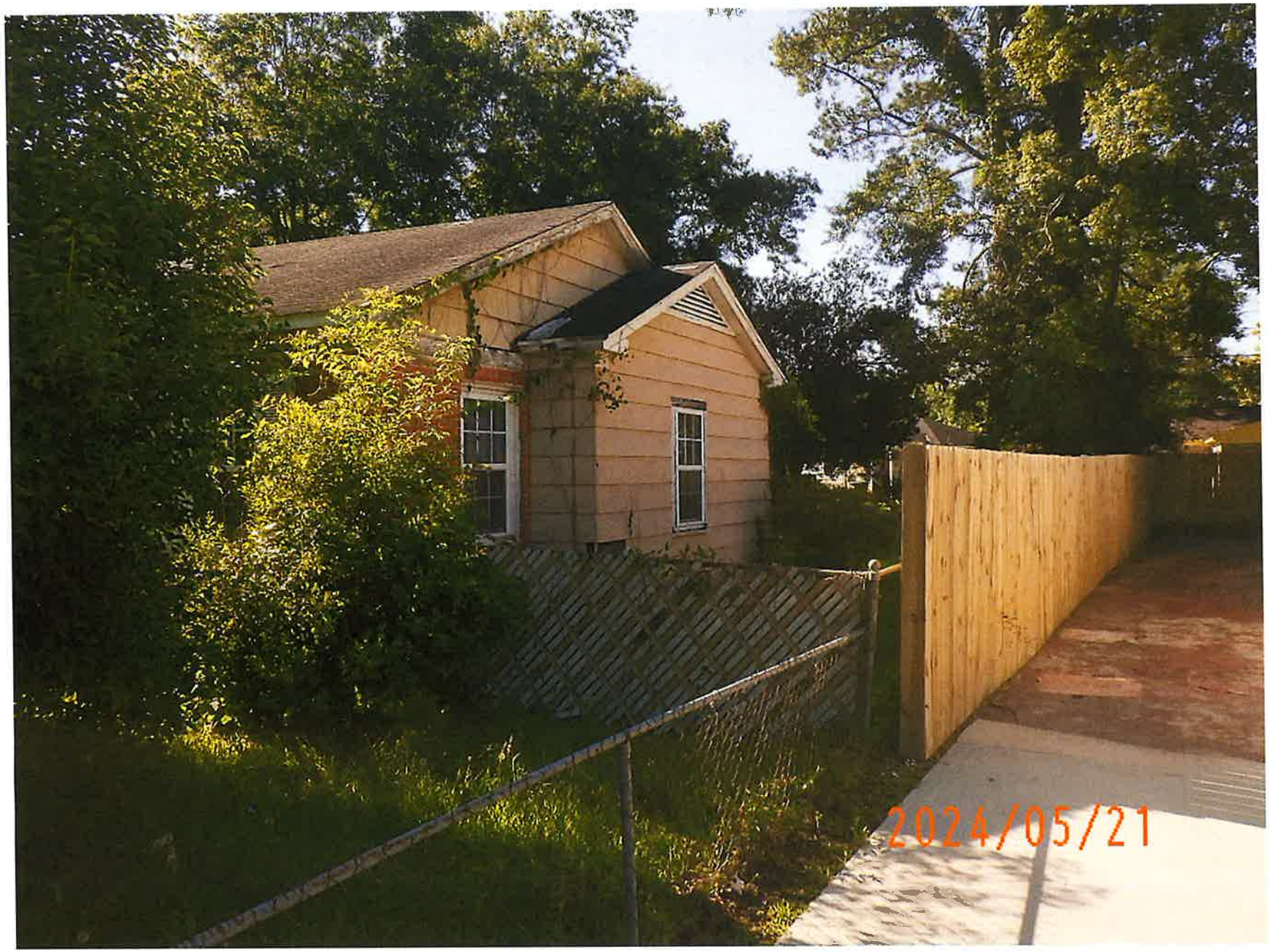
Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **2257 CLINTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT 2257 CLINTON STREET AGENDA PHOTOS / DW

NUISANCE ABATEMENT **2257 CLINTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2257 CLINTON STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2257 CLINTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2257 CLINTON STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **2257 CLINTON STREET** **AGENDA PHOTOS / DW**

2024/05/21

NUISANCE ABATEMENT **2257 CLINTON STREET** **AGENDA PHOTOS / DW**

2024/05/21

2024/05/21

2024/05/21

2024/05/21

2024/05/21

2024/05/21

NUISANCE ABATEMENT **2257 CLINTON STREET** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: May 28, 2024

State of Alabama
County of Mobile

Subject Property – 2257 Clinton Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

David Daughenbaugh
Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 2257 Clinton Street Date: December 19, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 9, 2023

Per the Title Report, the owner is: Fee simple owner Bertram Jenkins

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Bertram Jenkins 2257 Clinton Street Mobile AL 36617	Fee simple owner Revenue Commission property address Phone number 757-589-4320 good 10/2023
2	Bertram Jenkins PO box 3148 Bellaire TX 77402-3148	Revenue Commission mailing address good 2016-2024 – LexisNexis address good 10/2023
3	Bertram Jenkins 1215 W 30th St Houston TX 77018-7403	LexisNexis address good 9/2023

TAX STATUS: 2023 TAXES DUE BY 12/31/2023

Parties with recorded liens per Title Report:

Weed lien – City of Mobile vs Bertram Jenkins, recorded May 3, 2019, instrument number 2019024329

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforecement

Sponsored by:
Councilmember - Cory Penn - District 1

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
5/28/2024

Renewal Date of Contract:
5/28/2024

Funding Source

Project # 2017 Selman Avenue - ME-109-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2017 Selman Avenue	Cover Memo	5/23/2024
Resolution_corrected	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/23/2024 - 10:53 AM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

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

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2017 Selman Avenue** described as:

LOT 21 BLK E SUNNYMEADE SUB DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 368

Last Assessed to: WIGGINS TRACUS SR

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
May 20, 2024

TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 28, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2017 SELMAN AVENUE,** OWNED BY OR MAY HAVE AN INTEREST: **WIGGINS TRACUS SR** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 024 368

COUNCIL DISTRICT 1 – CORY PENN

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

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2017 SELMAN AVE

Property Details

PARCEL KEYX	01666398	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	62	SCORE DESCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-23-23

Notice sent for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 04/03/2024

Property Address: 2017 Selman Avenue **District No:** 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Tracus Wiggins Senior
411 Parker Lane, APT 11371
Chickasaw, Alabama 36611-1500

April 4, 2024 -- Correction

RE: **2017 Selman Avenue**
Project Number: ME-109-23

Dear Tracus Wiggins Senior:

On March 21, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2017 Selman Avenue.

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

LOT 21 BLK E SUNNYMEADE SUB DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 368

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **May 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 17, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 17, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on May 28, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Deputy Director of Municipal Enforcement

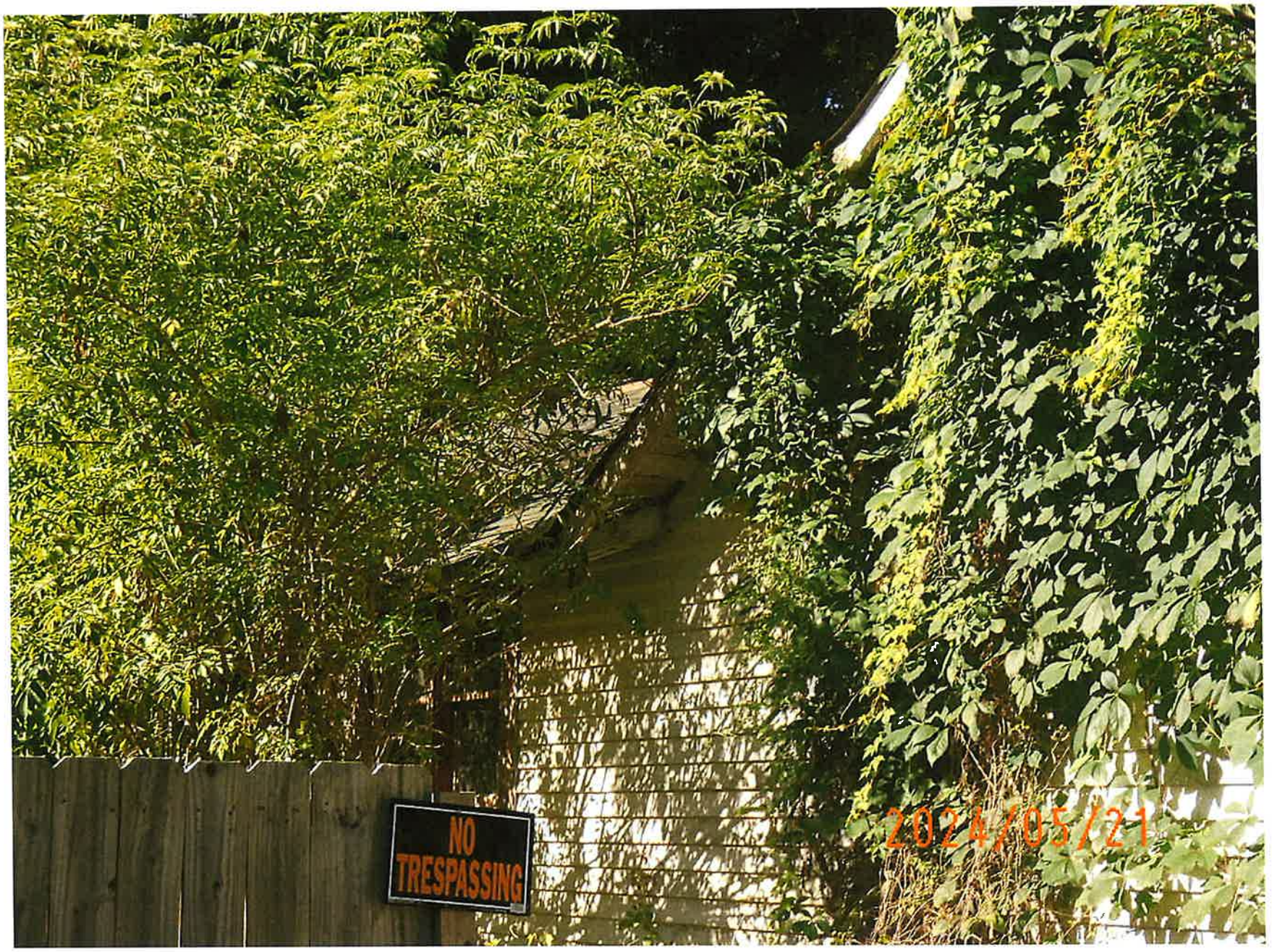
2024/05/21

2024/05/21

2024/05/21

2024/05/21

2024/05/21


NO
TRESPASSING
2024/05/21

NUISANCE ABATEMENT **2017 SELMAN AVENUE** **AGENDA PHOTOS / DW**

2024/05/21

2024/05/21

2024/05/21

2024/05/21

Affidavit of Mailed Notice

Date: May 28, 2024

State of Alabama
County of Mobile

Subject Property – 2017 Selman Avenue

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

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

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

David Daughenbaugh
Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **2017 Selman Avenue** Date: January 12, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 2, 2023

Per the Title Report, the owner is: Tracus Wiggins, Sr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tracus Wiggins, Sr. 2017 Selman Ave Mobile AL 36617-2939	Owner Revenue Commission location/subject address LexisNexis address good 2022 Phone numbers 251-680-3437 and 251-767-2477
2	Tracus Wiggins, Sr. 411 Parker Ln Apt 11371 Chickasaw AL 36611-1500	LexisNexis address good 11/2023 Revenue Commission mailing address good 2020-2024
3	Tracus Wiggins, Sr. 5959 Chalet Dr N Mobile AL 36608-3611	LexisNexis address good 11/2023
4	Tracus Wiggins, Sr. 19 Ryan St Chickasaw AL 36611-2519	LexisNexis address good 2022
5	Tracus Wiggins, Sr. 6650 Cottage Hill Rd Apt 1608 Mobile AL 36695-3708	LexisNexis address good 12/2023

TAX STATUS: 2023 NOT PAID AND ACRUING PENALTY AND INTEREST UNTIL MAY TAX LIEN SALE

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Tracus Wiggins, Sr, filed 10/26/2023, recorded 11/14/2023, instrument number 2023067172

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn – District 1

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

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2017 Selman Avenue** described as:

LOT 21 BLK E SUNNYMEADE SUB DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 368

Last Assessed to: WIGGINS TRACUS SR

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

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

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/28/2024

Renewal Date of Contract:

5/28/2024

Funding Source

Project # 557 Dauphin Island PKWY - ME-127-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition -557 Dauphin Island PKWY	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/23/2024 - 11:01 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **557 Dauphin Island PKWY** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **557 Dauphin Island PKWY** described as:

LOT 23 BLK 8 RICKARBY PL DB K 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 003

Parcel Number: 29 10 28 2 003 032

Last Assessed to: RABB DEKORUS, C/O RABB TALISA

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
May 20, 2024

TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 28, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **557 DAUPHIN ISLAND PKWY,** OWNED BY OR MAY HAVE AN INTEREST: **RABB DEKORUS, C/O RABB TALISA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 2 003 032

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

557 DAUPHIN ISLAND PKWY

Property Details

PARCEL KEYX	00924593	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	60	SCORE DESCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-30-23

Voted 5 to 0 for Demolitions

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 04/03/2024

Property Address: 557 Dauphin Island PKWY **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Dekorus, Talisa & Deloris Rabb
2763 Josephine Street
Mobile, Alabama 36607-1903

April 4, 2024 -- Correction

RE: **557 Dauphin Island PKWY**
Project Number: ME-127-23

Dear Dekorus, Talisa & Deloris Rabb:

On March 21, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 557 Dauphin Island PKWY.

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

LOT 23 BLK 8 RICKARBY PL DB K 116 P 208 #SEC 28 T4S R1W #MP29 10 28 2 003

Parcel Number: 29 10 28 2 003 032

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **May 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 17, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 17, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on May 28, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **557 DAUPHIN ISLAND PKWY** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **557 DAUPHIN ISLAND PKWY** **AGENDA PHOTOS / DW**

555
2024/05/21

2024/01/21

2024/05/21

2024/05/21

2024/05/21

NUISANCE ABATEMENT **557 DAUPHIN ISLAND PKWY** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **557 DAUPHIN ISLAND PKWY** **AGENDA PHOTOS / DW**

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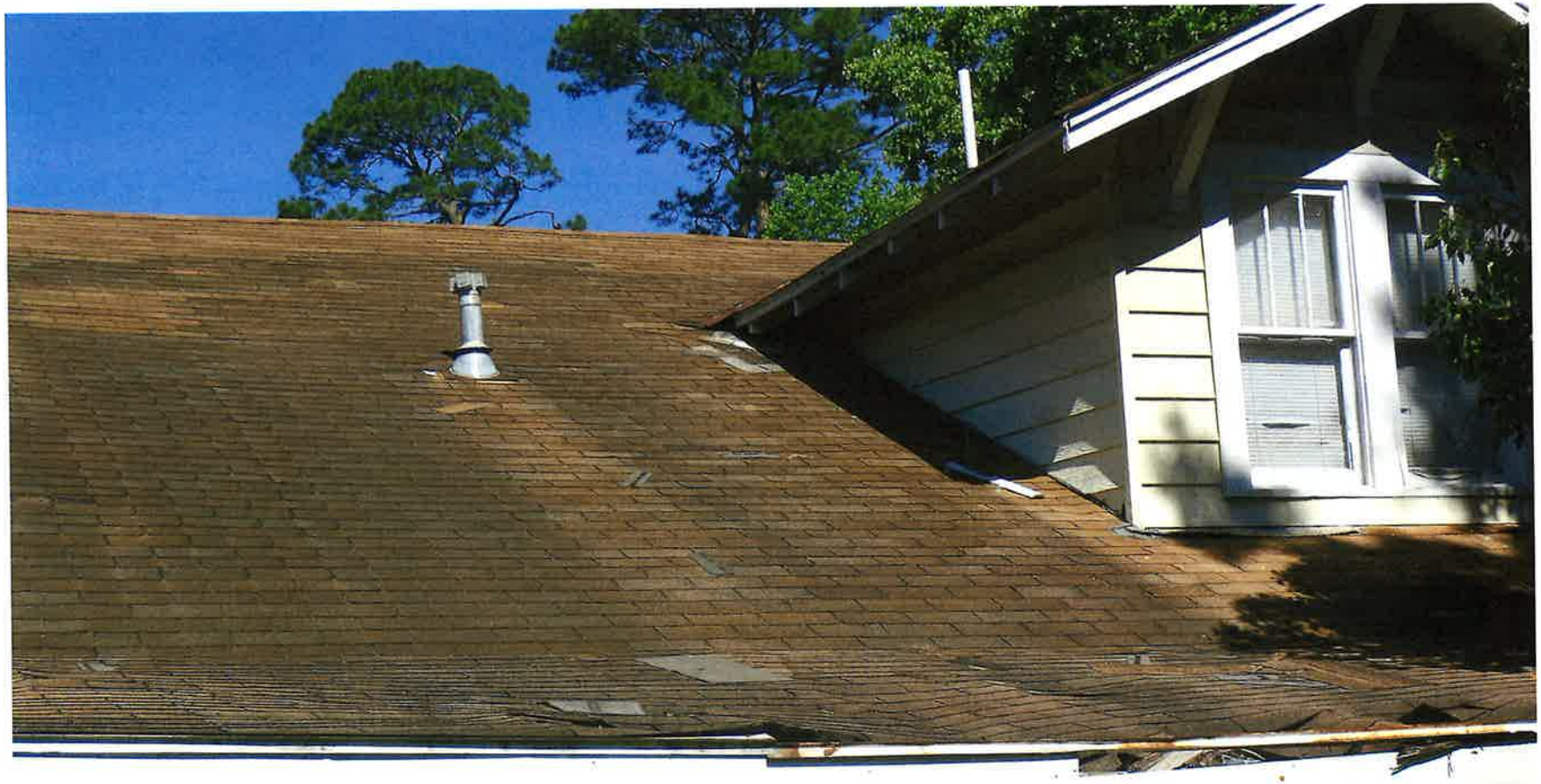
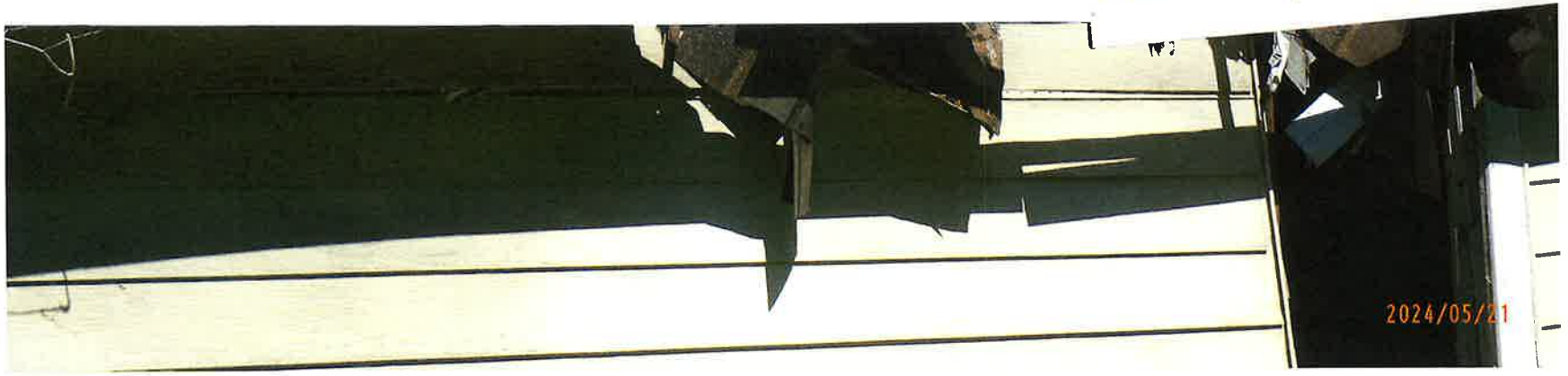




NUISANCE ABATEMENT **557 DAUPHIN ISLAND PKWY** **AGENDA PHOTOS / DW**

2024/05/21

Affidavit of Mailed Notice

Date: May 28, 2024

State of Alabama
County of Mobile

Subject Property – 557 Dauphin Island PKWY

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

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

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

David Daughenbaugh
Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **557 Dauphin Island Parkway** Date: December 29, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 18, 2023

Per the Title Report, the owner is: Fee simple owner Antonio Purifoy and Tax interest in Dekorus Rabb, Talisa Rabb and Deloris Rabb.

NOTES: Per the Revenue Commission there was an unrecorded tax deed number 6993 transferred from Deloris Rabb to Dekorus Rabb in 2017. Then, for 2025 assessment recently completed, there was also a transfer of the unrecorded tax deed number 6993 to Talisa Rabb. I listed all three possible tax deed holders as contacts. Revenue Commission stated they would have to correct the assessed name for 2017 – 2024 to Dekorus Rabb.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Antonio Purifoy 557 Dauphin Island Pkwy Mobile AL 36606-1254	Owner/Revenue Commission website location/subject address LexisNexis address good 2014-2016 Phone numbers 251-382-2214, 251-447-5910, 251-423-0525, and 251-382-2214
2	Antonio Purifoy 1516 Withers Ave Mobile AL 36618-3121	LexisNexis address good 11/2023
3	Antonio Purifoy 6533 Stonemill Run Mobile AL 36695-3149	LexisNexis address good 11/2019
4	Antonio Purifoy 3915 Moffett Ct Mobile AL 36618-1244	LexisNexis address good 4/2019

TAX STATUS: 2015 – 2022 TAX INTEREST IN DEKORUS RABB – 2023 TAXES PAID BY TALISA RABB

5	Dekorus Rabb, Talisa Rabb and Deloris Rabb 2763 Josephine St Mobile AL 36607-1903	Tax Interest 2015-2025 – See notes LexisNexis address good 11/2023 Revenue Commission mailing address Phone number 251-518-1076, 251-259-8595, 251-295-0519 – All three Tax deed holders share same address.

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Deloris Rabb, filed 10/26/2023, recorded 11/14/2023, instrument number 2023067184.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/28/2024

Renewal Date of Contract:

5/28/2024

Funding Source

Project # 1053 Rotterdam Street - ME-126-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1053 Rotterdam Street	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/23/2024 - 12:18 PM
City Clerk	Gauthier, Lana	Approved	5/23/2024 - 3:43

PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1053 Rotterdam Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1053 Rotterdam Street** described as:

LOT 9 JOSEPH A HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 SECT 28 T4S R1W #SEC 28 T4S R1W #MP29

Parcel Number: 29 10 28 4 001 079

Last Assessed to: ANTHONY MAURICE STALLWORTH

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
May 20, 2024

TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May28, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1053 ROTTERDAM STREET,** OWNED BY OR MAY HAVE AN INTEREST: **ANTHONY MAURICE STALLWORTH** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 4 001 079
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1053 ROTTERDAM ST

Property Details

PARCEL KEYX	00931950	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	Maysville
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo

Notes

LC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-30-23

Voted 4 to 1 for Demolition E

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 04/03/2024

Property Address: 1053 Rotterdam Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Anthony Maurice Stallworth
1016 Cherokee Street
Mobile, Alabama 36606

April 4, 2024 -- Correction

RE: **1053 Rotterdam Street**
Project Number: ME-126-23

Dear Anthony Maurice Stallworth:

On March 4, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1053 Rotterdam Street.

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

LOT 9 JOSEPH A HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 SECT 28 T4S R1W #SEC 28 T4S R1W #MP29 10 28 4 001

Parcel Number: 29 10 28 4 001 079

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **May 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 17, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 17, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on May 28, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Deputy Director of Municipal Enforcement

NEW OWNER: 3/22/24

THIS INSTRUMENT PREPARED BY:
Adam Jarvis
Jarvis Law Firm, PC
P.O. Box 527
Mobile, AL 36601-0527

Inst. # 2024016752 Pages: 1 of 2 Doc: D
I certify this instrument filed on 3/22/2024 10:01 AM
Don Davis, Judge of Probate
Mobile County, AL. Rec: $18.00
Deed Tx: $10.00
Mtg Tx: $0.00 Clerk: JHANCOCK

STATE OF ALABAMA
COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **REUBEN IRBY** and **STEPHANIE IRBY**, husband and wife, hereinafter called the **Grantors**, for and in consideration of the sum of TEN THOUSAND DOLLARS AND NO/100 ($10,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged to have been paid to the said Grantor by **ANTHONY MAURICE STALLWORTH**, who shall hereinafter be defined as **"Grantee"**, subject to the exceptions, reservations and provisions hereinafter set forth, do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee the following described real property, **which does not constitute homestead property for the Grantors**, which shall hereinafter be defined as the "Property", situate in the County of Mobile, State of Alabama, to wit:

LOT 9 JOSEPH A HYNDE SUBDIV SQR 7 TOULMIN TRT DBK 142 P 219 SECT 28 T4S R1W #SEC 28 T4S R1W #MP29 10 28 4 001 079
Key No. 00931950

The address of the subject real property is 1053 Rotterdam Street, Mobile, AL, on the following terms and conditions:

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the Grantee and Grantee's heirs and assigns, in fee simple, forever.

AND except as to taxes hereafter falling due, which are assumed by the Grantee, and subject to the exceptions, reservations and conditions set forth above, the Grantors, for the Grantors and for themselves, their heirs and assigns, hereby covenant with the Grantee and the Grantee's heirs and assigns that the Grantors are seized of an indefeasible estate in fee simple in and to the Property, that the Grantors have a good and lawful right to convey the Property, that the Property is free and clear of all encumbrances, that the Grantors have the right to the possession, quiet use and enjoyment of the Property and that the Grantors do hereby WARRANT AND WILL FOREVER DEFEND the title to the Property and the possession thereof unto the Grantee and the Grantee's heirs and assigns, against the lawful claims of all persons. All recording references are to records in the Office of the Judge of Probate for Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this, the 19th day of March, 2024.

THE PREPARER OF THIS INSTRUMENT HAS NOT REVIEWED THE STATUS OF THE TITLE TO THIS PROPERTY AND HAS ACTED SOLELY AS THE DRAFTER OF THIS INSTRUMENT.

1053
2024/05/21

2024/05/21

NUISANCE ABATEMENT **1053 ROTTERDAM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1053 ROTTERDAM STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **1053 ROTTERDAM STREET** **AGENDA PHOTOS / DW**

2021/05/21

2024/05/21

NUISANCE ABATEMENT **1053 ROTTERDAM STREET** **AGENDA PHOTOS / DW**

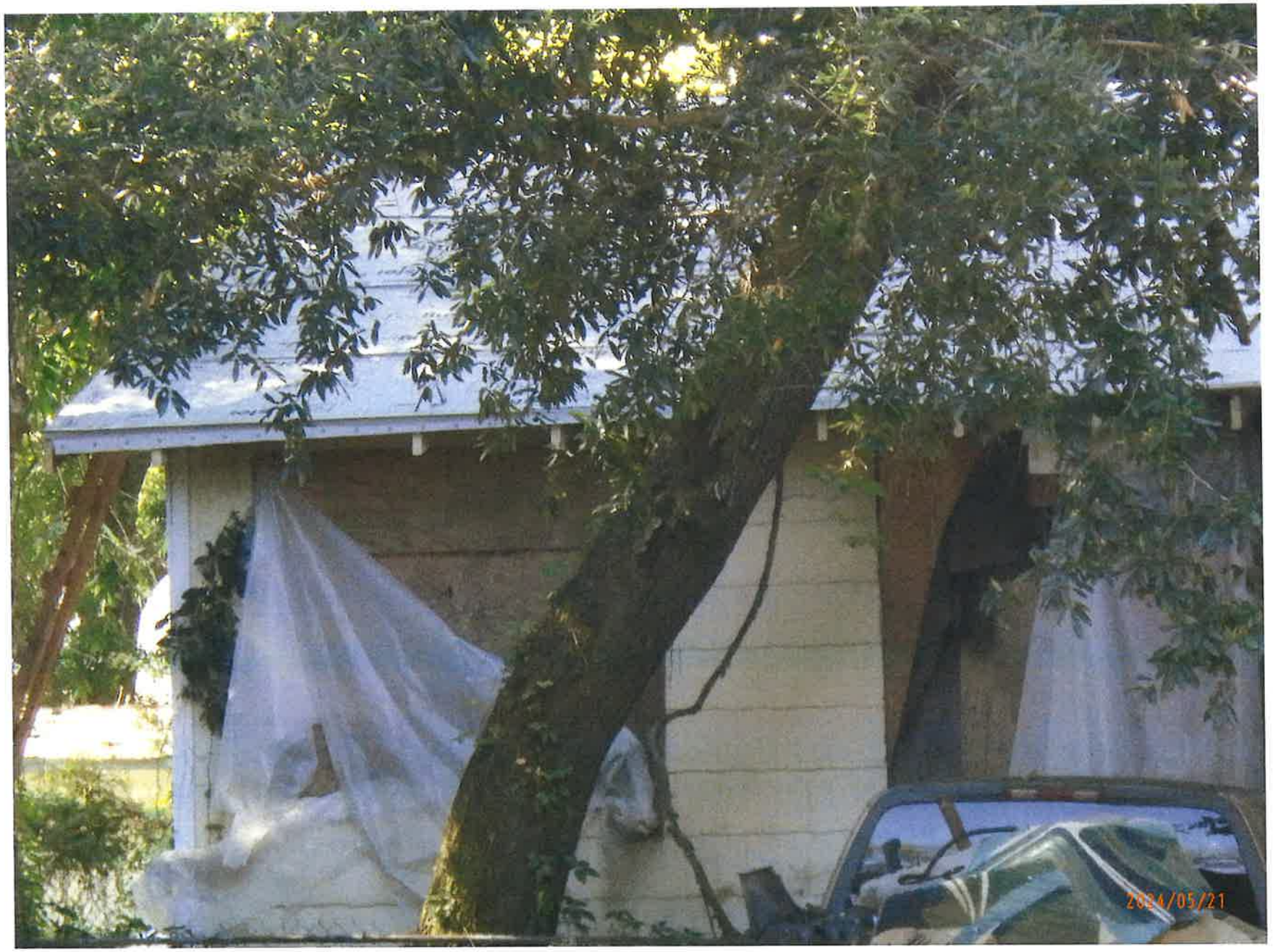
NUISANCE ABATEMENT **1053 ROTTERDAM STREET** **AGENDA PHOTOS / DW**

2024/05/21

2024/05/21

2024/05/21

NUISANCE ABATEMENT **1053 ROTTERDAM STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: May 28, 2024

State of Alabama
County of Mobile

Subject Property – 1053 Rotterdam Street

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

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

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

David Daughenbaugh
Director of Municipal Enforcement

RE: 1053 Rotterdam Street RUSH UPDATE Date: May 22, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 22, 2024

Per the Title Report, the owner is: Anthony Maurice Stallworth

NOTES: New owner as of 3/19/2024. Lis Pendens do not appear to be released.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Anthony Maurice Stallworth 1053 Rotterdam Street Mobile AL 36605-1723	Owner – Subject property/location address – Phone numbers are 251-328-8913, 251-583-6952, and 251-583-1617
2	Anthony Maurice Stallworth 1016 Cherokee St Mobile AL 36606-1104	LexisNexis address good 4/2024 Revenue Commission mailing address

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Reuben Irby and Stephanie Irby, filed October 26, 2023, recorded on November 14, 2023, instrument number 2023067156.

Lis Pendens – City of Mobile vs Reuben Irby and Stephanie Irby, filed March 4, 2024, recorded March 21, 2024, instrument number 2024016331.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - Ben Reynolds - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/28/2024

Renewal Date of Contract:

5/28/2024

Funding Source

Project # 5671 Bob Street - ME-162-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 5671 Bob Street	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/23/2024 - 11:06 AM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds – District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **5671 Bob Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **5671 Bob Street** described as:

BEG NW COR LOT 2 RICHARD HUNTER S/D MBK 5/164 TH E ALG S/L BOB ST 170 FT(S) TH S 98 FT TH W 50 FT(S) TH N 50 FT(S) TH W 120 FT(S) TO E/L SMITH ST TH RUN N ALG SD ST 58 FT TO POB #SEC 10 T6S R2W #MP38 02 10 2 000

Parcel Number: 38 02 10 2 000 142.03

Last Assessed to: FINANCIAL FREEDOM PROPERTIES INC, C/O JOHN H SEIBERT

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
May 20, 2024

TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 28, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5671 BOB STREET,** OWNED BY OR MAY HAVE AN INTEREST: **FINANCIAL FREEDOM PROPERTIES INC, C/O JOHN H SEIBERT** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 38 02 10 2 000 142.03

COUNCIL DISTRICT 4 – BENN REYNOLDS

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

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

5671 Bob Street

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	Y
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	03-21-24	Comments	

Property Score			
Score		Score Description	DEMO

No Change from Previous Survey DMS

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

5671 BOB STREET

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

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

Property Score			
Score	78	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 11/30/2022

Voted 5-0 Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 04/03/2024

Property Address: 5671 Bob Street **District No:** 4

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Financial Freedom Properties
C/O John H Selbert
1100 Hillcrest Road STE B
Mobile, Alabama 36695-4043

April 4, 2024

RE: **5671 Bob Street**
Project Number: ME-162-20

Dear John H Selbert:

On March 21, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 5671 Bob Street.

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

BEG NW COR LOT 2 HUNTER S/D MBK 5/164 TH E ALG S/L BOB ST 170 FT(S) TH S 98 FT TH W 50 FT(S) TH N 50 FT(S) TH W 120 FT(S) TO E/L SMITH ST TH RUN N ALG SD ST 58 FT TO POB #SEC 10 T6S R2W #MP38 02 10 2 000

Parcel Number: 38 02 10 2 000 142.03

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **May 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 17, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **May 17, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on May 28, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,

Gary Jackson

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **5671 BOB STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **5671 BOB STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **5671 BOB STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT 5671 BOB STREET AGENDA PHOTOS / DW

2024/05/20

NUISANCE ABATEMENT **5671 BOB STREET** **AGENDA PHOTOS / DW**

2024/05/20

NUISANCE ABATEMENT **5671 BOB STREET** **AGENDA PHOTOS / DW**

NUISANCE ABATEMENT **5671 BOB STREET** **AGENDA PHOTOS / DW**

Affidavit of Mailed Notice

Date: May 28, 2024

State of Alabama
County of Mobile

Subject Property – 5671 Bob Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **22 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

David Daughenbaugh
Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **5671 Bob Street** UPDATE Date: January 18, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 31, 2023

Per the Title Report, the owner is: Fee simple is vested in L. F. Hawkins, Jr., Tax Title, Financial Freedom Properties, Inc

NOTE: Title unclear; however, tax assessor has notes that M & R Properties, Inc. at least has a tax interest and Financial Freedoms Inc. may have past tax interest. Past fee simple possible owners are Heirs-at-Law of L. F. Hawkins, Jr. & Miriam S. Hawkins or the Heirs-at-Law of Angus H. Vance & Myra L. Vance.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Financial Freedom Properties, Inc. c/o John H. Seibert 5671 Bob St. Theodore, AL 36582	Owner / Subject Property (tax interest) Phone number 251-458-6031, 251-633-0088, 251-458-6023, 251-342-8232, 251-639-9111
2	Financial Freedom Properties, Inc. c/o John H. Seibert 812 Downtowner Blvd Mobile AL 36609	Revenue Commission Mailing Address good 2002-2010 and 2020-2024
3	Financial Freedom Properties, Inc. c/o John H. Seibert 808 Western America S Dr Ste DD Mobile AL 36609	Owner (possibly past or redeemable tax interest) Secretary of State of Alabama Address
4	Financial Freedom Properties, Inc. c/o John H. Seibert 1100 Hillcrest Rd Ste B Mobile AL 36695-4043	Owner LexisNexis address good 1984-2023
5	Financial Freedom Properties, Inc. c/o John H. Seibert 5071 Seibert Rd Wilmer AL 36587-7807	Owner LexisNexis address good 2022
6	Financial Freedom Properties, Inc. c/o John H. Seibert 99 Hillwood Rd Mobile AL 36608-2373	Owner LexisNexis address good 7/2023

7	Financial Freedom Properties, Inc. c/o John H. Seibert 1110 Hillcrest Rd Ste 2D Mobile AL 36695-3954	Owner LexisNexis address good 2/2020
8	Financial Freedom Properties, Inc. c/o John H. Seibert 1110 Hillcrest Rd Ste 1A Mobile AL 36695-4044	Owner LexisNexis address good 1/2024
10	Kendall Vivian Sirmon 833 Satsuma Ct. Mobile, AL 36609-3226	Heir-at-Law/daughter of Angus & Myra Vance (possible fee simple interest) LexisNexis address good 10/2023 Phone numbers 251-377-8182 and 251-209-2281
11	Kendall Vivian Sirmon 2125 Dorchester Dr Mobile AL 36695-2920	LexisNexis address good 11/2023
12	Kendall Vivian Sirmon 3989 Byronell Dr N Mobile AL 36693-5504	LexisNexis address good 12/2023
13	Lynn Miriam Hawkins Chance FKA Lynn H. Kraft 10429 Knoke Ave. Apt. 1 Grand Bay, AL 36541-5777	Heir-at-Law/daughter of Leonard F. "L.F." & Miriam S. Hawkins (possible fee simple interest) LexisNexis address good 10/1991 – 11/2023 Phone numbers 251-454-2699, 251-865-2121 good 2023-2024
14	M & R Properties, Inc. c/o Michael Langan 267 Houston St. Mobile, AL 36606	Owner (tax interest) Secretary of Alabama Address good 4/4/2023 Revenue Commission Address good 2011 - 2019
15	M & R Properties, Inc. c/o Michael Langan 3717 Bebee Point Dr Theodore AL 36582-7511	Owner (tax interest) LexisNexis address good 11/2023 Phone numbers 251-689-0799, 251-455-3187, 251-408-1242, 251-348-7250, 251-478-5203
16	M & R Properties, Inc. c/o Michael Langan 416 Hounds Run W Unit 3 Mobile AL 36608-5430	LexisNexis address good 1/2024
17	M & R Properties, Inc. c/o Michael Langan 416 Hounds Run E Mobile AL 36608-5405	LexisNexis address good 8/2023

18 M & R Properties, Inc.
c/o Michael Langan
1803 S Maryvale St
Mobile AL 36605-2239

LexisNexis address good 2/2023

19 M & R Properties, Inc.
c/o Michael Langan
1705 Pake Ave
Mobile AL 36605-4230

LexisNexis address good 3/2023

20 M & R Properties, Inc.
c/o Michael Langan
3889 Bebee Point Dr
Theodore AL 36582-7513

LexisNexis address good 2022

21 M & R Properties, Inc.
c/o Michael Langan
3671 Ching Dairy Loop Rd W
Mobile AL 36618-4277

LexisNexis address good 8/2020

22 M & R Properties, Inc.
c/o Michael Langan
2416 Riverside Dr
Mobile AL 36605-4130

LexisNexis address good 8/2020

23 M & R Properties, Inc.
c/o Michael Langan
11072 Moffett Rd
Wilmer AL 36587-7720

LexisNexis address good 2019

TAX STATUS: Delinquent not paid since 2007

24 Mobile Co. Revenue Commission
ATTN: Barbara O'Brien, Land Redemption
3925 Michael Blvd., Ste. G
Mobile, AL 36609

Please reference on letter: Key No. 1686269

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile vs. M & R Properties, Inc., filed 12/3/2020, recorded 12/22/20, inst. # 2020077502

NEW - Lis Pendens filed by the City of Mobile vs. Financial Freedom Properties, Inc c/o John H Seibert, filed 2/24/2022, recorded 3/23/2022, inst. # 2022021412

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

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	5/23/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 11:19 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** to be **$10,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$10,000.00** shall constitute a special assessment against the property at structure **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue** and being that property more particularly described as follows:

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72° 15' 25" WEST ALONG THE SOUTH LINE OF SPRINGHILL AVE 144.14 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05° 38' 49" WEST 286.85 FEET TO A POINT; THENCE RUN NORTH 79° 33' 20" WEST FOR 42.14 FEET TO A POINT; THENCE RUN NORTH 81° 37' 16" WEST FOR 36.84 FEET TO A POINT; THENCE RUN NORTH 06° 09' 02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH ROW LINE OF SPRINGHILL AVE; THENCE RUN SOUTH 72° 15' 25" EAST WITH THE SOUTH ROW LINE OF SPRINGHILL AVE 77.90 FEET TO THE POINT OF BEGINNING

Parcel No.: **02 29 06 40 0 009 117.XXX**

Owner: **MEEKS MICHAEL**
3750 BAY TREE RD
LYNN HAVEN FL 32444-5663

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 28, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1107 and 1109 Springhill Avenue, f/k/a 1111 Springhill Avenue**, for the proposed amount of **$10,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

City Clerk

April 25, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

MOBILE
ALABAMA

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-139-21

LOCATION:
1107 & 1109 Springhill Avenue/FKA 1111 Springhill Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: 1107 & 1109 Springhill Avenue will be one parcel commonly known as 1107 Springhill Avenue with the following legal description:

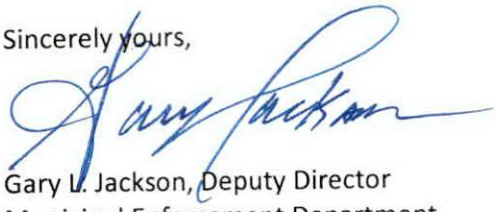
1107 Springhill Ave., Mobile AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 144.14 feet to the point of beginning of the property herein described; thence South 05° 38' 49" West 286.85 feet to a point; thence run North 79° 33' 20" West for 42.14 feet to a point; thence run North 81° 37' 16" West for 36.84 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South ROW line of Springhill Ave; thence run South 72° 15' 25" East with the South ROW line of Springhill Ave 77.90 feet to the point of beginning.

Parcel Number: **0229 06 40 0 009 117.XXX**
Amount: ~~**$ 9,800.00**~~ $10.000.00
Assessed: MEEKS MICHAEL
3750 BAY TREE RD
LYNN HAVEN FL 32444-5663

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,



Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy

AlaFile E-Notice

02-CV-2016-901920.00
Judge: JAY A YORK

To: MCNAIR MICHAEL STEPHEN
msm@mcnairlawyer.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC ETC VS MICHAEL HAMADE ET AL
02-CV-2016-901920.00

A court action was entered in the above case on 7/17/2023 2:46:37 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: JAY

Notice Date: 7/17/2023 2:46:37 PM

SHARLA KNOX
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
CIRCUIT CIVIL DIVISION
205 GOVERNMENT STREET
MOBILE, AL, 36644

251-574-8420
charles.lewis@alacourt.gov

ELECTRONICALLY FILED
7/17/2023 2:46 PM
02-CV-2016-901920.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
SHARLA KNOX, CLERK

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC DBA CHAMPION MORTGAGE CO, SECRETARY OF HOUSING AND URBAN DEVELOPMENT, Plaintiffs, V. HAMADE MICHAEL, HAMADE MARY-ANN, LOPER BENJAMIN E., Defendants.	)	Case No.: CV-2016-901920.00

FINAL ORDER

Nationstar Mortgage d/b/a Champion Mortgage Co. has agreed to release its interests in the real property known as 1107 and 1109 Springhill Avenue, Mobile. In exchange, Defendants have agreed to release their interests in real properties commonly known as 1111 Springhill Ave., Mobile, and 1110 Oak Street, Mobile, AL.

It is **HEREBY ORDERED**, that all interests Michael Hamade, Mary-Ann Hamade, Benjamin Loper and Michael Meeks had in the real properties known as 1111 Springhill Ave. and 1110 Oak Street, and described fully below, are hereby released and full fee-simple interest shall be retained by Nationstar Mortgage, LLC d/b/a Champion Mortgage Co., but title will be vested in the name of Mortgage Assets Management, LLC.

1111 Springhill Ave., Mobile, AL

Commencing at the Southwest intersection of Springhill Ave. and Hallett Street. Run North 72° 15' 25" West along the South line of Spring Hill Avenue 269 feet to the point of beginning of the property herein described; thence South 05° 28' 38" West 232.06 feet to a point; thence run South 05° 56' 33" West for 73.64 feet to a point; thence run South 81° 37' 16" East for 4303 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South Right of Way line of Springhill Avenue; thence run North 72° 15' 25" West with the South right of way line of Springhill Avenue 46.95 feet to the point of beginning.

1110 Oak Street, Mobile, AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 269 feet to a point; thence South 05° 28' 38" West 232.06 feet to a point that is the point of beginning of the property herein described; thence run south 05° 56' 33" West for 73.64 feet to a point; thence run South 07° 11' 09" West for 157.51 feet to appoint on the North ROW line of Oak Street; thence run North 84° 32' 27" West and along the North ROW line of Oak Street 44.16 feet to a point; thence run North 08° 10' 50" East for 232.11 feet to a point; thence run South 83° 23' 38" West for 38.52 feet to the point of beginning.

It is further **ORDERED**, Plaintiff will relinquish all rights it has in the real property commonly known as 1107 and 1109 Springhill Ave., Mobile, AL. Further, Michael Hamade, Mary-Ann Hamade and Benjamin Loper also relinquish all rights, title, and interest they had in the Property. Title to 1107 Springhill Ave., will be vested in the name of Michael Meeks.

1107 & 1109 Springhill Avenue will be one parcel commonly known as 1107 Springhill Avenue with the following legal description:

1107 Springhill Ave., Mobile AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 144.14 feet to the point of beginning of the property herein described; thence South 05° 38' 49" West 286.85 feet to a point; thence run North 79° 33' 20" West for 42.14 feet to a point; thence run North 81° 37' 16" West for 36.84 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South ROW line of Springhill Ave; thence run South 72° 15' 25" East with the South ROW line of Springhill Ave 77.90 feet to the point of beginning.

This Order shall be recorded with the Judge of Probate for Mobile County, Alabama, along with the survey prepared by Paul D. Stewart and cross reference the following recorded documents:

Deed to Michael and Mary-Ann Hamade, recorded November 9, 1978, at Real Prop 1918 Pg: 0516;

Deed to Michael and Mary-Ann Hamade, recorded September 24, 1981, at Real Prop 2282 Pg: 0400;

Vendor's Lien Deed to Michael & Mary-Ann Hamade, recorded July 12, 1991, at Bk: 3744 Pg: 771.

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 5831 Pg: 1841;

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 6833 Pg: 1857;

Deed to Benjamin E. Loper, recorded June 15, 2017, at Bk: LR7520 Pg: 1559;

Lis Pendens, recorded September 20, 2017, at Bk: LR7556 Pg: 1649:

Warranty Deed, recorded September 27, 2022, at Instrument #: 2022062718.

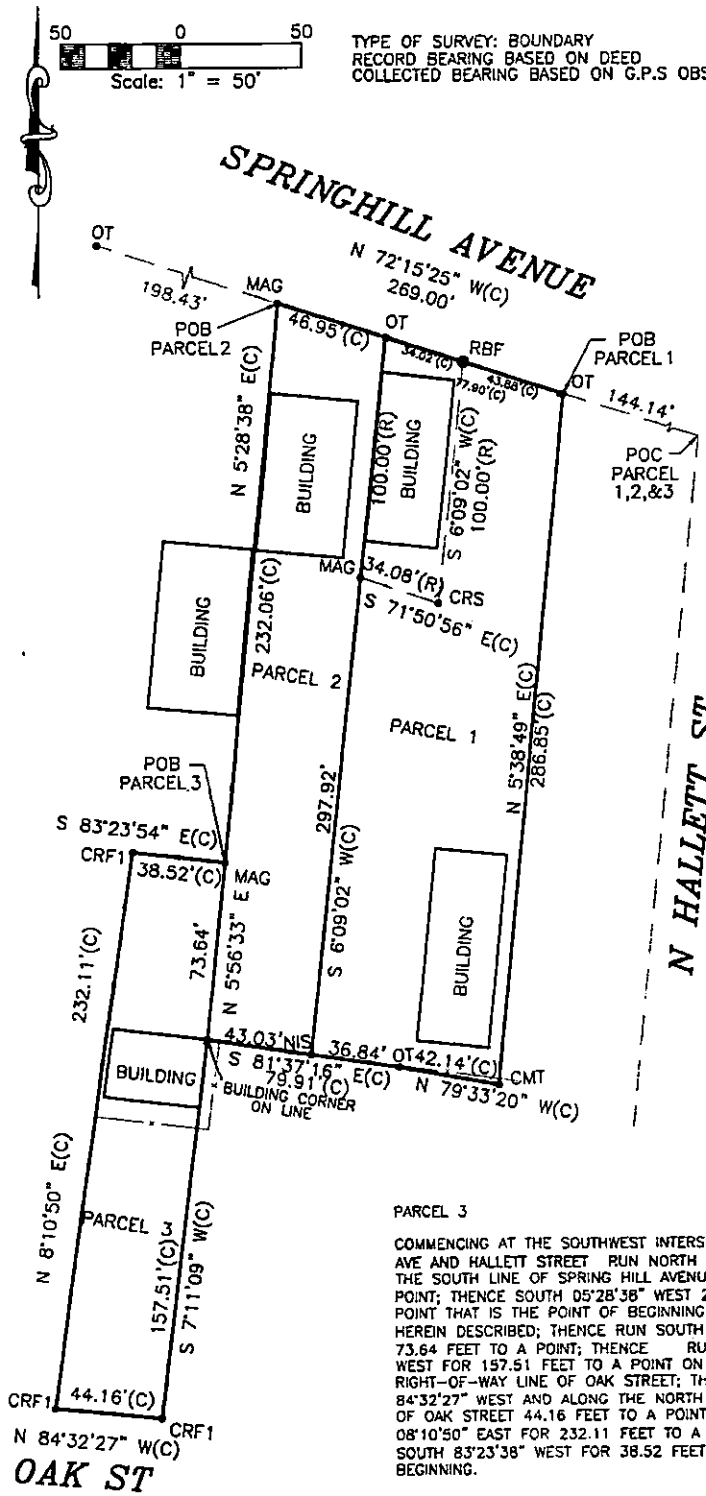
It is **ORDERED**, that any interests held by Michael Hamade, Mary-Ann Hamade, and Benjamin Loper in any of the four parcels listed above, are hereby terminated.

Lastly, it is **ORDERED** that the Mobile County Tax Assessor's office will reassess the taxes for the parcels described above.

This is a Final Order. All costs taxed as paid.

DONE this 17th day of July, 2023.

/s/ JAY A YORK
CIRCUIT JUDGE



TYPE OF SURVEY: BOUNDARY
RECORD BEARING BASED ON DEED
COLLECTED BEARING BASED ON G.P.S OBSERVATIONS

LEGEND:

P = OVERHEAD POWER LINES
PP = POWER LINE POLE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
CR1 = CAPPED REBAR IRON FOUND(BSI)
CR2 = CAPPED REBAR IRON FOUND(LOWRY)
CRS = CAPPED REBAR IRON SET
CT = CRIMP TOP IRON PIPE FOUND
OT = OPEN TOP IRON PIPE FOUND
RBR = REBAR FOUND
CMT = CONCRETE MONUMENT FOUND
NIS = NO IRON SET

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

DESCRIPTION:

PARCEL 1

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25' WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 144.14 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°38'49" WEST 286.85 FEET TO A POINT: THENCE RUN NORTH 79°33'20" WEST FOR 42.14 FEET TO A POINT; THENCE RUN NORTH 81°37'16" WEST FOR 36.84 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 72°15'25" EAST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 77.90 FEET TO THE POINT OF BEGINNING;

PARCEL 2

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25' WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269
FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT: THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 81°37'16" EAST FOR 43.03 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN NORTH 72°15'25" WEST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 46.95 FEET TO THE POINT OF BEGINNING.

PARCEL 3

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25' WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO A POINT; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT THAT IS THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 07°11'09" WEST FOR 157.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAK STREET; THENCE RUN NORTH 84°32'27" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF OAK STREET 44.16 FEET TO A POINT; THENCE RUN NORTH 08°10'50" EAST FOR 232.11 FEET TO A POINT; THENCE RUN SOUTH 83°23'38" WEST FOR 38.52 FEET TO THE POINT OF BEGINNING.

NOT VALID WITHOUT EMBOSSED SEAL

STEWART SURVEYING INC.
109 N.D. DAUPHIN ISLAND PARKWAY THEODORE, AL 36582
251.973.6290

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY. OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

SURVEYOR'S CERTIFICATE – SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA, REG. NO. 30357) HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PAUL D. STEWART, ALA. REG. NO. 30357

DRAWN BY: JAS	SCALE: 1" = 50'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
FIELD DATE: 06-07-23	S-T-R: SEC 22 T4S R1W				1/1
DWG. NO.: 2305-014	CLIENT: MCCALL RAYMER LEIBERT PIERCE				
APPROVED BY: PDS	DRAWING DATE: 06-13-23				

Z:\projects\2023\DBFILE\23-05\2305-014\2305-014a.dwg, Jun 16, 2023 - 10:45:20AM, joe-pc

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

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	5/23/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/23/2024 - 11:21 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1111 Springhill Avenue, f/k/a 1110 Oak Street**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1111 Springhill Avenue, f/k/a 1110 Oak Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1111 Springhill Avenue, f/k/a 1110 Oak Street** to be **$8,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$8,700.00** shall constitute a special assessment against the property at structure **1111 Springhill Avenue, f/k/a 1110 Oak Street** and being that property more particularly described as follows:

COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel No.: **29 06 40 0 009 083.009**

Owner: **NATIONSTAR MORTGAGE LLC**
PO BOX 619081
DALLAS TX 75261-9741

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 28, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1111 Springhill Avenue, f/k/a 1110 Oak Street**, for the proposed amount of **$18,500.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 25, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-139-21	**1111 Springhill Avenue/FKA 1110 Oak Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: Commencing at the Southwest intersection of Springhill Ave. and Hallett Street. Run North 72° 15' 25" West along the South line of Spring Hill Avenue 269 feet to the point of beginning of the property herein described; thence South 05° 28' 38" West 232.06 feet to a point; thence run South 05° 56' 33" West for 73.64 feet to a point; thence run South 81° 37' 16" East for 4303 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South Right of Way line of Springhill Avenue; thence run North 72° 15' 25" West with the South right of way line of Springhill Avenue 46.95 feet to the point of beginning.

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 269 feet to a point; thence South 05° 28' 38" West 232.06 feet to a point that is the point of beginning of the property herein described; thence run south 05° 56' 33" West for 73.64 feet to a point; thence run South 07° 11' 09" West for 157.51 feet to appoint on the North ROW line of Oak Street; thence run North 84° 32' 27" West and along the North ROW line of Oak Street 44.16 feet to a point; thence run North 08° 10' 50" East for 232.11 feet to a point; thence run South 83° 23' 38" West for 38.52 feet to the point of beginning.

Parcel Number: **0229 06 40 0 009 083.009**
Amount: ~~**$ 8,500.00**~~ $8,700.00
Assessed: NATIONSTAR MORTGAGE LLC
PO BOX 619081
DALLAS, TX 75261-9741

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy

AlaFile E-Notice

02-CV-2016-901920.00

Judge: JAY A YORK

To: MCNAIR MICHAEL STEPHEN
msm@mcnairlawyer.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC ETC VS MICHAEL HAMADE ET AL
02-CV-2016-901920.00

A court action was entered in the above case on 7/17/2023 2:46:37 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: JAY

Notice Date: 7/17/2023 2:46:37 PM

SHARLA KNOX
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
CIRCUIT CIVIL DIVISION
205 GOVERNMENT STREET
MOBILE, AL, 36644

251-574-8420
charles.lewis@alacourt.gov

ELECTRONICALLY FILED
7/17/2023 2:46 PM
02-CV-2016-901920.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
SHARLA KNOX, CLERK

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

NATIONSTAR MORTGAGE LLC DBA CHAMPION MORTGAGE CO,	)	
SECRETARY OF HOUSING AND URBAN DEVELOPMENT,	)	
Plaintiffs,	)	
	)	
V.	)	Case No.: CV-2016-901920.00
	)	
HAMADE MICHAEL,	)	
HAMADE MARY-ANN,	)	
LOPER BENJAMIN E.,	)	
Defendants.	)	

FINAL ORDER

Nationstar Mortgage d/b/a Champion Mortgage Co. has agreed to release its interests in the real property known as 1107 and 1109 Springhill Avenue, Mobile. In exchange, Defendants have agreed to release their interests in real properties commonly known as 1111 Springhill Ave., Mobile, and 1110 Oak Street, Mobile, AL.

It is **HEREBY ORDERED**, that all interests Michael Hamade, Mary-Ann Hamade, Benjamin Loper and Michael Meeks had in the real properties known as 1111 Springhill Ave. and 1110 Oak Street, and described fully below, are hereby released and full fee-simple interest shall be retained by Nationstar Mortgage, LLC d/b/a Champion Mortgage Co., but title will be vested in the name of Mortgage Assets Management, LLC.

1111 Springhill Ave., Mobile, AL

Commencing at the Southwest intersection of Springhill Ave. and Hallett Street. Run North 72° 15' 25" West along the South line of Spring Hill Avenue 269 feet to the point of beginning of the property herein described; thence South 05° 28' 38" West 232.06 feet to a point; thence run South 05° 56' 33" West for 73.64 feet to a point; thence run South 81° 37' 16" East for 4303 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South Right of Way line of Springhill Avenue; thence run North 72° 15' 25" West with the South right of way line of Springhill Avenue 46.95 feet to the point of beginning.

1110 Oak Street, Mobile, AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 269 feet to a point; thence South 05° 28' 38" West 232.06 feet to a point that is the point of beginning of the property herein described; thence run south 05° 56' 33" West for 73.64 feet to a point; thence run South 07° 11' 09" West for 157.51 feet to appoint on the North ROW line of Oak Street; thence run North 84° 32' 27" West and along the North ROW line of Oak Street 44.16 feet to a point; thence run North 08° 10' 50" East for 232.11 feet to a point; thence run South 83° 23' 38" West for 38.52 feet to the point of beginning.

It is further **ORDERED**, Plaintiff will relinquish all rights it has in the real property commonly known as 1107 and 1109 Springhill Ave., Mobile, AL. Further, Michael Hamade, Mary-Ann Hamade and Benjamin Loper also relinquish all rights, title, and interest they had in the Property. Title to 1107 Springhill Ave., will be vested in the name of Michael Meeks.

1107 & 1109 Springhill Avenue will be one parcel commonly known as 1107 Springhill Avenue with the following legal description:

1107 Springhill Ave., Mobile AL

Commencing at the Southwest intersection of Springhill Ave and Hallett Street run North 72° 15' 25" West along the South line of Springhill Ave 144.14 feet to the point of beginning of the property herein described; thence South 05° 38' 49" West 286.85 feet to a point; thence run North 79° 33' 20" West for 42.14 feet to a point; thence run North 81° 37' 16" West for 36.84 feet to a point; thence run North 06° 09' 02" East for 297.92 feet to a point on the South ROW line of Springhill Ave; thence run South 72° 15' 25" East with the South ROW line of Springhill Ave 77.90 feet to the point of beginning.

This Order shall be recorded with the Judge of Probate for Mobile County, Alabama, along with the survey prepared by Paul D. Stewart and cross reference the following recorded documents:

Deed to Michael and Mary-Ann Hamade, recorded November 9, 1978, at Real Prop 1918 Pg: 0516;

Deed to Michael and Mary-Ann Hamade, recorded September 24, 1981, at Real Prop 2282 Pg: 0400;

Vendor's Lien Deed to Michael & Mary-Ann Hamade, recorded July 12, 1991, at Bk: 3744 Pg: 771.

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 5831 Pg: 1841;

Reverse Mortgage, recorded November 15, 2011, and recorded at Bk: 6833 Pg: 1857;

Deed to Benjamin E. Loper, recorded June 15, 2017, at Bk: LR7520 Pg: 1559;

Lis Pendens, recorded September 20, 2017, at Bk: LR7556 Pg: 1649:

Warranty Deed, recorded September 27, 2022, at Instrument #: 2022062718.

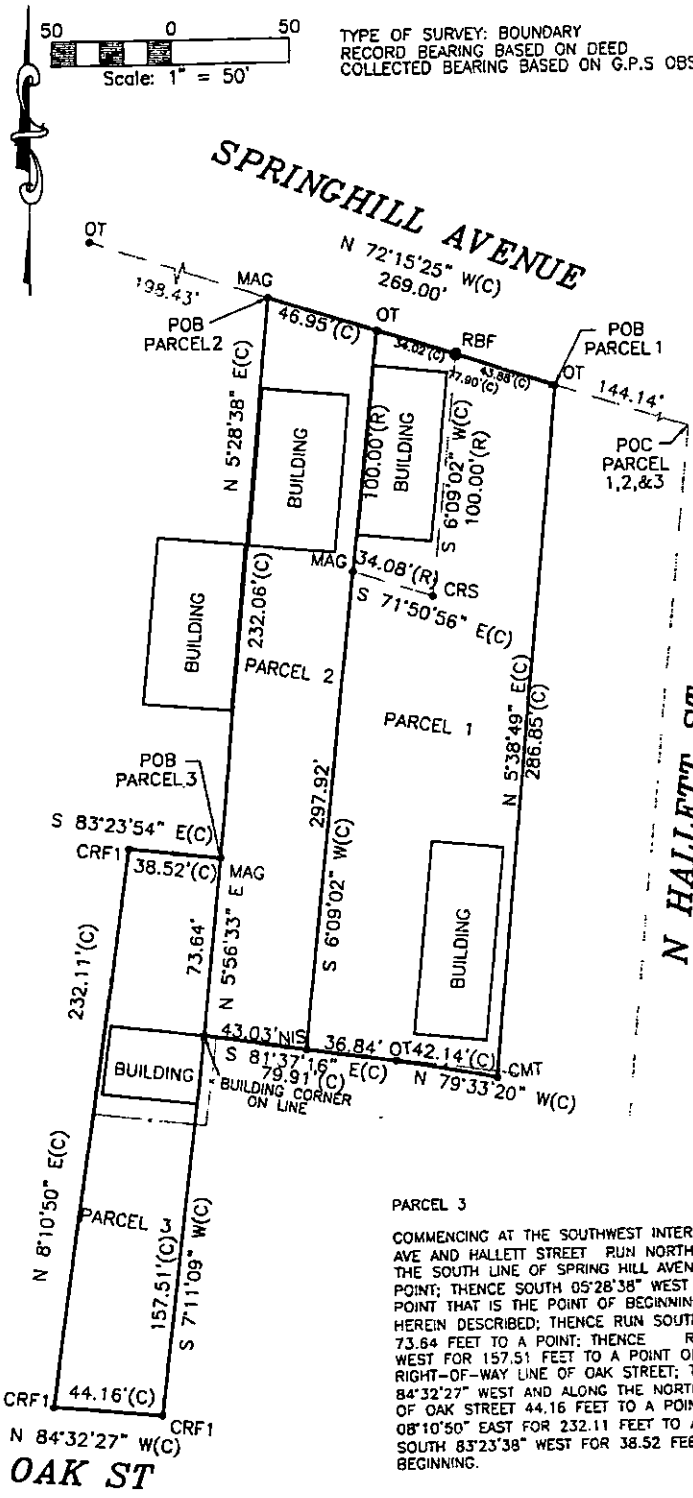
It is **ORDERED**, that any interests held by Michael Hamade, Mary-Ann Hamade, and Benjamin Loper in any of the four parcels listed above, are hereby terminated.

Lastly, it is **ORDERED** that the Mobile County Tax Assessor's office will reassess the taxes for the parcels described above.

This is a Final Order. All costs taxed as paid.

DONE this 17th day of July, 2023.

***/s/* JAY A YORK**
CIRCUIT JUDGE



TYPE OF SURVEY: BOUNDARY
RECORD BEARING BASED ON DEED
COLLECTED BEARING BASED ON G.P.S OBSERVATIONS

LEGEND:

P = OVERHEAD POWER LINES
PP = POWER LINE POLE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
CR1 = CAPPED REBAR IRON FOUND(BSI)
CR2 = CAPPED REBAR IRON FOUND(LOWRY)
CRS = CAPPED REBAR IRON SET
CT = CRIMP TOP IRON PIPE FOUND
OT = OPEN TOP IRON PIPE FOUND
RBR = REBAR FOUND
CMT = CONCRETE MONUMENT FOUND
NIS = NO IRON SET

5/8" CAPPED REBAR SET ON ALL PROPERTY CORNERS UNLESS NOTED.

DESCRIPTION:

PARCEL 1

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 144.14 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°38'49" WEST 286.85 FEET TO A POINT; THENCE RUN NORTH 79°33'20" WEST FOR 42.14 FEET TO A POINT; THENCE RUN NORTH 81°37'16" WEST FOR 36.84 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN SOUTH 72°15'25" EAST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 77.90 FEET TO THE POINT OF BEGINNING;

PARCEL 2

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT: THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 81°37'16" EAST FOR 43.03 FEET TO A POINT; THENCE RUN NORTH 06°09'02" EAST FOR 297.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE; THENCE RUN NORTH 72°15'25" WEST WITH THE SOUTH RIGHT-OF-WAY LINE OF SPRINGHILL AVENUE 46.95 FEET TO THE POINT OF BEGINNING.

PARCEL 3

COMMENCING AT THE SOUTHWEST INTERSECTION OF SPRINGHILL AVE AND HALLETT STREET RUN NORTH 72°15'25" WEST ALONG THE SOUTH LINE OF SPRING HILL AVENUE 269 FEET TO A POINT; THENCE SOUTH 05°28'38" WEST 232.06 FEET TO A POINT THAT IS THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN SOUTH 05°56'33" WEST FOR 73.64 FEET TO A POINT; THENCE RUN SOUTH 07°11'09" WEST FOR 157.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAK STREET; THENCE RUN NORTH 84°32'27" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF OAK STREET 44.16 FEET TO A POINT; THENCE RUN NORTH 08°10'50" EAST FOR 232.11 FEET TO A POINT; THENCE RUN SOUTH 83°23'38" WEST FOR 38.52 FEET TO THE POINT OF BEGINNING.

NOT VALID WITHOUT EMBOSSED SEAL

STEWART SURVEYING INC.
13440 B DAUPHIN ISLAND PARKWAY THEODORE, AL 36582
251.973.0200

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

SURVEYOR'S CERTIFICATE – SIGNED BY OWNERS

I, PAUL D. STEWART, A REGISTERED LAND SURVEYOR (ALABAMA. REG. NO. 30357) HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PAUL D. STEWART, ALA. REG. NO. 30357

DRAWN BY: JAS	SCALE: 1" = 50'	REVISIONS	PROJECT	SHT. NAME	SHT. NO.
FIELD DATE: 06-07-23	S-T-R: SEC 22 T4S R1W				1/1
DWG. NO.: 2305-014	CLIENT: MCCALL RAYMER LEIBERT PIERCE				
APPROVED BY: PDS	DRAWING DATE: 06-13-23				

Z:\Projects\2023\05\2305-014\2305-014.dwg, Jun 16, 2023 - 11:45:20AM, jas-pr

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the Community, Health, and Education awareness event that took place on November 18, 2023.

Amount of Contract:

$500.00

Funding Source

Project # DSC-01/10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - ACF Mobile Metro Chefs & Cooks Association	Cover Memo	5/23/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/23/2024 - 11:19 AM

60- 2024

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

Sponsored by: Councilman Cory Penn

WHEREAS, Councilman Penn wishes to appropriate **$500.00** to ACF Metro Mobile Chefs & Cooks Association, from his discretionary funds; and

WHEREAS, ACF Metro Mobile Chefs & Cooks Association is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ACF Metro Mobile Chefs & Cooks Association, will be used to assist with the Community, Health, and Education awareness event that took place on November 18, 2023, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to ACF Metro Mobile Chefs & Cooks Association , for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the baseball team's uniforms, equipment, and fees.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TRINITY GARDEN FALCONS ATHLETICS	Cover Memo	5/23/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/23/2024 - 8:26 AM

60- 2024

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

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$1,000.00** to Trinity Garden Falcons Athletics, from his discretionary funds; and

WHEREAS, Trinity Garden Falcons Athletics, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Trinity Garden Falcons Athletics, will be used to assist with the baseball team's uniforms, equipment, and fees, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,000.00** to Trinity Garden Falcons Athletics, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember CJ Small

Purpose and Scope of Project:

Funds will be used to assist with support of spreading information and cultural awareness through traditional carnival.

Amount of Contract:

$1,000.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - Gulf Coast Caribbean Carnival Association	Cover Memo	5/21/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/21/2024 - 7:02 AM

60- 2024

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

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **$1,000.00** to Gulf Coast Caribbean Carnival Association from his discretionary funds*; and

WHEREAS, Gulf Coast Caribbean Carnival Association is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Gulf Coast Caribbean Carnival Association will *be used to assist with the support of spreading information and cultural awareness through traditional Carnival,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to* Gulf Coast Caribbean Carnival Association *, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Woods

Purpose and Scope of Project:

Funds will be used to assist with unsafe sidewalks and other items for the safety of the neighborhood..

Amount of Contract:

$7,000.00

Funding Source

Project # DSC-06/10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - LEXINGTON HOMEOWNERS ASSOCIATION, INC.	Cover Memo	5/21/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/21/2024 - 12:13 PM

60- 2024

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

Sponsored by: Councilmember Woods

WHEREAS, Councilmember Woods wishes to appropriate **$7,000.00** to Lexington Homeowners Association, Inc., from his discretionary funds; and

WHEREAS, Lexington Homeowners Association, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Lexington Homeowners Association, Inc., will be used to assist with unsafe sidewalks and other items for the safety of the neighborhood, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$7,000.00** to Lexington Homeowners Association, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Josh Woods and Gina Gregory

Purpose and Scope of Project:

Approve contract with H.O. Weaver & Sons, Inc. for street resurfacing.

Amount of Contract:

$2,789,867.36

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	5/20/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/20/2024 - 11:48 AM
Budget	Collins, Scott	Approved	5/21/2024 - 4:38 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:54 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:54 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:21 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 6 & 7;
COM Project# 2024-3005-03
PROJECT #: RSF24 D6&7 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Asphalt milling, overlaying, road repairs, striping & markings.

CONTRACT AMOUNT: $2,789,867.36

VENDOR NAME: H. O. Weaver & Sons, Inc.

VENDOR NUMBER: 234242

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X__ N X__; 5% of the 1st 50% _____ or If different, indicate special rate 5%

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

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

Prepared by: Jessica White **Date** 5/20/2024

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Josh Woods and Gina Gregory

WHEREAS, bids for street repairs for districts 6 and 7 were received and opened on April 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H.O. Weaver & Sons, Inc., in the amount of $2,789,867.36.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H.O. Weaver & Sons, Inc.

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

Name of Company: H.O. Weaver & Sons, Inc.

Project Name: 2024 CIP Resurfacing City Council Districts 6 & 7

Project Number: 2024-3005-03

Amount: $2,789,867.36

Adopted:

_____

City Clerk

COPY 1

MOBILE
ALABAMA

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7

PROJECT NO. 2024-3005-03

BID DATE – APRIL 24, 2024

3/27/2024

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

DBE Compliance Form ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

04-24-2024

Memo

TO
All Bidders

FROM
Dorsey & Dorsey

RE:
2024 CIP Resurfacing Districts 6 & 7 - Addendum 0003

ADDITIONAL REQUIREMENTS:

Bid Opening Date: 4-25-2024

Bid Opening Time: 2:30 PM

All other requirements are the same

Larry C Dorsey, PE
AL 21807
Dorsey & Dorsey

DORSEY & DORSEY

PH 251-605-2023

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **April 24, 2024** and then publicly opened and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2023-3005-03**
Project: **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**
Project Description: Asphalt milling, overlaying, road repairs, striping & markings

Plans and contract documents may be inspected and obtained from **Isaiah Engineering, Inc., 413-C Azalea Rd., Mobile, Alabama 36609 (Phone: 251-344-2022)** upon payment of $200 dollars ($200.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference held on **April 17, 2024**. No questions, whether orally or written, will be addressed after 12:00 P.M. on **April 22, 2024**.

A Mandatory Pre-Bid Conference will be held in the Engineering Conference Room, 3rd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, April 17, 2024 at 10:30 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or proposal attached, and unless all papers attached hereto are returned with the bid and the proposal sheet attached.

Bidders are advised to review the bid documents carefully and thoroughly for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**, City of Mobile Project No. **2024-3005-03**, in the City of Mobile, Alabama".

PUBLISH IN THE FOLLOWING PUBLICATIONS/DATES:

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE MARCH 27, 2024, APRIL 3, 2024, & APRIL 10, 2024.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7**, City of Mobile Project No. **2022-3005-03**, in the City of Mobile, Alabama."

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall

not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items," so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours' notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/24/24

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: 2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7
Project No: 2024-3005-03
Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings
Major work items include: Asphalt milling and overlaying

The Bidder further agrees to construct the improvements in **180** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 10:00A.M. on **April 22, 2024**. Any such interpretation, any supplemental instructions will be emailed, mailed or delivered to all prospective bidders.

04-22-2024

Memo

TO
All Bidders

FROM
Dorsey & Dorsey

RE:
2024 CIP Resurfacing Districts 6 & 7 - Addendum 0002

ADDITIONAL REQUIREMENTS:

1. The bid items and quantities in the Excel spreadsheet distributed in Addendum No. 0001 supersede all the bid items and quantities listed on the drawings. Page numbers 12-36 in the contract documents should be deleted and replaced with the pages generated from the excel spreadsheet. This spreadsheet will be used to make the selection of the successful bidder.
2. Some of the street edges that do not have curbs or curb and gutters have buildup of debris and overgrowth. The edges should be cleared of the buildup and re-established as much as practical including any asphalt wings. This will be included in the cost of the overlay operations.

Larry C Dorsey, PE
AL 21807
Dorsey & Dorsey

DORSEY & DORSEY

PH 251-605-2023

City of Mobile Project No. 2024-3005-03 (Area 1 - Blue Ridge)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	$18.13	Eighteen Dollars and Thirteen Cents	$906.50
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	40	$13.74	Thirteen Dollars and Seventy Four Cents	$549.60
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	5219	$2.44	Two Dollars and Forty Four Cents	$12,734.36
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	431	$138.11	One Hundred Thirty Eight Dollars and Eleven Cents	$59,525.41
600-A	Mobilization	LS	1	$13,636.05	Thirteen Thousand Six Hundred Thirty Six Dollars and Five Cents	$13,636.05
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	$84.56	Eighty Four Dollars and Fifty Six Cents	$4,228.00
618-D4	Handicap Ramp, Type 4	EA	2	$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	$3,954.62
618-E	Truncated Dome Insert, New Construction	EA	2	$302.20	Three Hundred Two Dollars and Twenty Cents	$604.40
620-A	Minor Structure Concrete	CY	1	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$1,060.44
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$4,901.10
623-C	Combination Curb & Gutter	LF	40	$44.23	Forty Four Dollars and Twenty Three Cents	$1,769.20
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$6,438.40	Six Thousand Four Hundred Thirty Eight Dollars and Forty Cents	$6,438.40
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$5,000.00	Five Thousand Dollars and No Cents	$5,000.00

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
		BLUE RIDGE Subtotal				$118,398.79

City of Mobile Project No. 2024-3005-03 (Area 2 - Elma)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	25	$18.13	Eighteen Dollars and Thirteen Cents	$453.25
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	200	$13.74	Thirteen Dollars and Seventy Four Cents	$2,748.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	3	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,631.88
206-E4	Remove Concrete Inlet Throats	EA	3	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,631.88
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	11487	$3.16	Three Dollars and Sixteen Cents	$36,298.92
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	948	$133.51	One Hundred Thirty Three Dollars and Fifty One Cents	$126,567.48
600-A	Mobilization	LS	1	$7,096.56	Seven Thousand Ninety Six Dollars and Fifty Six Cents	$7,096.56
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	80	$84.56	Eighty Four Dollars and Fifty Six Cents	$6,764.80
618-D2	Handicap Ramp, Type 3C	EA	2	$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	$3,807.70
618-D3	Handicap Ramp, Type 1B	EA	2	$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	$3,807.70
618-D4	Handicap Ramp, Type 4	EA	5	$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	$9,886.55
618-E	Truncated Dome Insert, New Construction	EA	9	$302.20	Three Hundred Two Dollars and Twenty Cents	$2,719.80
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	3	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$7,351.65
623-C	Combination Curb & Gutter	LF	200	$44.23	Forty Four Dollars and Twenty Three Cents	$8,846.00
690-A	Project Sign (Portable)	EA	2	$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$7.69	Seven Dollars and Sixty Nine Cents	$1,538.00
740-A	Traffic Control	LS	1	$7,924.90	Seven Thousand Nine Hundred Twenty Four Dollars and Ninety Cents	$7,924.90

698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$15,000.00	Fifteen Thousand Dollars and No Cents	$15,000.00

ELMA Subtotal	$246,487.71

City of Mobile Project No. 2024-3005-03 (Area 3 - General Bullard)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	16	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$8,703.36
206-E4	Remove Concrete Inlet Throats	EA	16	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$8,703.36
206-E5	Remove Concrete Valley Gutter	LF	300	$13.74	Thirteen Dollars and Seventy Four Cents	$4,122.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	16549	$2.05	Two Dollars and Five Cents	$33,925.45
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1366	$111.52	One Hundred Eleven Dollars and Fifty Two Cents	$152,336.32
600-A	Mobilization	LS	1	$6,245.43	Six Thousand Two Hundred Forty Five Dollars and Forty Three Cents	$6,245.43
621-C2	Inlet, Partial Top Modify to Curb Type	EA	16	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$39,208.80
623-A	Concrete Valley Gutter (Match Existing)	LF	300	$44.23	Forty Four Dollars and Twenty Three Cents	$13,269.00
690-A	Project Sign (Portable)	EA	2	$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$7.69	Seven Dollars and Sixty Nine Cents	$1,538.00
740-A	Traffic Control	LS	1	$6,658.18	Six Thousand Six Hundred Fifty Eight Dollars and Eighteen Cents	$6,658.18
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$15,000.00	Fifteen Thousand Dollars and No Cents	$15,000.00
				GENERAL BULLARD Subtotal		$290,001.66

City of Mobile Project No. 2024-3005-03 (Area 4 - Western Hill)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	$18.13	Eighteen Dollars and Thirteen Cents	$906.50
206-C3	Removal Concrete Driveway (Incl Sawcutting All Depths)	SY	25	$20.33	Twenty Dollars and Thirty Three Cents	$508.25
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	25	$13.74	Thirteen Dollars and Seventy Four Cents	$343.50
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	4	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$2,175.84
206-E4	Remove Concrete Inlet Throats	EA	4	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$2,175.84
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	9682	$2.33	Two Dollars and Thirty Three Cents	$22,559.06
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	799	$128.46	One Hundred Twenty Eight Dollars and Forty Six Cents	$102,639.54
600-A	Mobilization	LS	1	$6,245.43	Six Thousand Two Hundred Forty Five Dollars and Forty Three Cents	$6,245.43
618-D3	Handicap Ramp, Type 1B	EA	6	$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	$11,423.10
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	$84.56	Eighty Four Dollars and Fifty Six Cents	$4,228.00
618-B	Concrete Driveway, 6" Thick (Incl Excavation)	SY	25	$87.64	Eighty Seven Dollars and Sixty Four Cents	$2,191.00
618-E	Truncated Dome Insert, New Construction	EA	6	$302.20	Three Hundred Two Dollars and Twenty Cents	$1,813.20
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	4	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$9,802.20
623-C	Combination Curb & Gutter	LF	25	$44.23	Forty Four Dollars and Twenty Three Cents	$1,105.75
690-A	Project Sign (Portable)	EA	2	$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	200	$7.69	Seven Dollars and Sixty Nine Cents	$1,538.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00
				WESTERN HILL Subtotal		$185,972.23

City of Mobile Project No. 2024-3005-03 (Area 5 - Woodland)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	$18.13	Eighteen Dollars and Thirteen Cents	$906.50
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	75	$13.74	Thirteen Dollars and Seventy Four Cents	$1,030.50
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	25658	$1.76	One Dollar and Seventy Six Cents	$45,158.08
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2117	$113.32	One Hundred Thirteen Dollars and Thirty Two Cents	$239,898.44
600-A	Mobilization	LS	1	$7,947.70	Seven Thousand Nine Hundred Forty Seven Dollars and Seventy Cents	$7,947.70
618-D3	Handicap Ramp, Type 1B	EA	6	$1,903.85	One Thousand Nine Hundred Three Dollars and Eighty Five Cents	$11,423.10
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	50	$84.56	Eighty Four Dollars and Fifty Six Cents	$4,228.00
618-E	Truncated Dome Insert, New Construction	EA	6	$302.20	Three Hundred Two Dollars and Twenty Cents	$1,813.20
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$4,901.10
623-C	Combination Curb & Gutter	LF	75	$44.23	Forty Four Dollars and Twenty Three Cents	$3,317.25
690-A	Project Sign (Portable)	EA	3	$132.61	One Hundred Thirty Two Dollars and Sixty One Cents	$397.83
703-A	Traffic Control Markings, Class 2, Type A	SF	300	$7.69	Seven Dollars and Sixty Nine Cents	$2,307.00
740-A	Traffic Control	LS	1	$8,972.42	Eight Thousand Nine Hundred Seventy Two Dollars and Forty Two Cents	$8,972.42
999-R	Rubber Rings (Raise City of Mobile Storm Sewers)	EA	20	$28.58	Twenty Eight Dollars and Fifty Eight Cents	$571.60
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00

WOODLAND Subtotal	**$347,169.44**

City of Mobile Project No. 2024-3005-03 (Area 6 - Kendrick Drive)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
201-A	Clearing & Grubbing	AC	0.10	$1,648.40	One Thousand Six Hundred Forty Eight Dollars and Forty Cents	$164.84
206-C1	Pavement Removal (Incl Sawcutting)	SF	4,200	$5.49	Five Dollars and Forty Nine Cents	$23,058.00
206-D1	Removing Curb (Incl Sawcutting)	LF	40	$13.74	Thirteen Dollars and Seventy Four Cents	$549.60
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	84	$13.74	Thirteen Dollars and Seventy Four Cents	$1,154.16
210-A	Unclassified Excavation (Truck Bed Measure)	CY	20	$19.23	Nineteen Dollars and Twenty Three Cents	$384.60
210-D	Borrowed Excavation (Truck Bed Measure)	CY	25	$24.73	Twenty Four Dollars and Seventy Three Cents	$618.25
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	860	$30.77	Thirty Dollars and Seventy Seven Cents	$26,462.20
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	920	$7.74	Seven Dollars and Seventy Four Cents	$7,120.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	150	$157.46	One Hundred Fifty Seven Dollars and Forty Six Cents	$23,619.00
429-B2	Improved Bituminous Concrete Binder Surface, Leveling, 1/2" Max Aggregate Size Mix, ESAL Range A/B Up To 165LBS/SY (Incl Tack Coat)	TON	30	$294.16	Two Hundred Ninety Four Dollars and Sixteen Cents	$8,824.80
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
620-A	Minor Structure Concrete	CY	3	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$3,181.32
623-B1	Concrete Curb (Match In Kind)	LF	40	$44.23	Forty Four Dollars and Twenty Three Cents	$1,769.20
623-C	Combination Curb & Gutter	LF	84	$44.23	Forty Four Dollars and Twenty Three Cents	$3,715.32
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	50	$54.40	Fifty Four Dollars and Forty Cents	$2,720.00
654-A	Solid Sodding (Match Existing)	SY	600	$8.24	Eight Dollars and Twenty Four Cents	$4,944.00
665--J	Silt Fence	LF	500	$7.14	Seven Dollars and Fourteen Cents	$3,570.00
665-O	Silt Fence Removal	LF	500	$3.57	Three Dollars and Fifty Seven Cents	$1,785.00

665-Q	Wattles	LF	50	$17.86	Seventeen Dollars and Eighty Six Cents	$893.00
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00
					KENDRICK DRIVE Subtotal	**$148,896.51**

City of Mobile Project No. 2024-3005-03 (Area 7 - Jasper Rd)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat)	TON	158	$153.59	One Hundred Fifty Three Dollars and Fifty Nine Cents	$24,267.22
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$5,000.00	Five Thousand Dollars and No Cents	$5,000.00
				JASPER RD Subtotal		$38,629.64

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City of Mobile Project No. 2024-3005-03 (Area 8 - Knowles St)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D3	Removing Curb (asphalt)	LF	650	$13.74	Thirteen Dollars and Seventy Four Cents	$8,931.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	12	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$6,527.52
206-E4	Remove Concrete Inlet Throats	EA	12	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$6,527.52
209-A2	Mailbox Reset (Standard)	EA	3	$384.62	Three Hundred Eighty Four Dollars and Sixty Two Cents	$1,153.86
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	2655	$4.56	Four Dollars and Fifty Six Cents	$12,106.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	219	$135.47	One Hundred Thirty Five Dollars and Forty Seven Cents	$29,667.93
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
620-A	Minor Structure Concrete	CY	3	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$3,181.32
621-C2	Modified S-Inlet (Field Modified and Adjusted)	EA	12	$4,890.11	Four Thousand Eight Hundred Ninety Dollars and Eleven Cents	$58,681.32
623-A1	Concrete Curb (Type M9)	LF	2800	$13.74	Thirteen Dollars and Seventy Four Cents	$38,472.00
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$20,000.00	Twenty Thousand Dollars and No Cents	$20,000.00
					KNOWLES ST Subtotal	$194,611.69

City of Mobile Project No. 2024-3005-03 (Area 9 - Powell Dr)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	164	$151.52	One Hundred Fifty One Dollars and Fifty Two Cents	$24,849.28
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$4,343.94	Four Thousand Three Hundred Forty Three Dollars and Ninety Four Cents	$4,343.94
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$5,000.00	Five Thousand Dollars and No Cents	$5,000.00
				POWELL DR Subtotal		$39,651.26

City of Mobile Project No. 2024-3005-03 (Area 10 - Foxfire)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	50	$13.74	Thirteen Dollars and Seventy Four Cents	$687.00
206-D3	Removing Curb (Incl Sawcutting)	LF	50	$13.74	Thirteen Dollars and Seventy Four Cents	$687.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	5550	$2.18	Two Dollars and Eighteen Cents	$12,099.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	458	$111.38	One Hundred Eleven Dollars and Thirty Eight Cents	$51,012.04
600-A	Mobilization	LS	1	$4,543.17	Four Thousand Five Hundred Forty Three Dollars and Seventeen Cents	$4,543.17
620-A	Minor Structure Concrete	CY	1	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$1,060.44
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$4,901.10
623-B1	Concrete Curb (Match In Kind)	LF	50	$44.23	Forty Four Dollars and Twenty Three Cents	$2,211.50
623-C	Combination Curb & Gutter	LF	50	$44.23	Forty Four Dollars and Twenty Three Cents	$2,211.50
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00
					FOXFIRE Subtotal	$96,407.84

City of Mobile Project No. 2024-3005-03 (Area 11 - Vanderbilt)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	200	$18.13	Eighteen Dollars and Thirteen Cents	$3,626.00
206-C3	Removal Concrete Driveway (Incl Sawcutting All Depths)	SY	100	$20.33	Twenty Dollars and Thirty Three Cents	$2,033.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	300	$13.74	Thirteen Dollars and Seventy Four Cents	$4,122.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	40388	$2.10	Two Dollars and Ten Cents	$84,814.80
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	3332	$110.48	One Hundred Ten Dollars and Forty Eight Cents	$368,119.36
600-A	Mobilization	LS	1	$9,649.96	Nine Thousand Six Hundred Forty Nine Dollars and Ninety Six Cents	$9,649.96
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	100	$84.56	Eighty Four Dollars and Fifty Six Cents	$8,456.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	20	$87.64	Eighty Seven Dollars and Sixty Four Cents	$1,752.80
618-B	Concrete Driveway, 6" Thick (Incl Excavation)	SY	100	$87.64	Eighty Seven Dollars and Sixty Four Cents	$8,764.00
618-D2	Handicap Ramp, Type 3C	EA	25	$1,903.84	One Thousand Nine Hundred Three Dollars and Eighty Four Cents	$47,596.00
618-D3	Handicap Ramp, Type 1B	EA	7	$1,903.84	One Thousand Nine Hundred Three Dollars and Eighty Four Cents	$13,326.88
618-D4	Handicap Ramp, Type 4	EA	1	$1,977.31	One Thousand Nine Hundred Seventy Seven Dollars and Thirty One Cents	$1,977.31
618-E	Truncated Dome Insert, New Construction	EA	33	$302.20	Three Hundred Two Dollars and Twenty Cents	$9,972.60
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,456.04	Two Thousand Four Hundred Fifty Six Dollars and Four Cents	$4,912.08
623-C	Combination Curb & Gutter	LF	300	$44.23	Forty Four Dollars and Twenty Three Cents	$13,269.00

690-A	Project Sign (Portable)	EA	2	$145.88	One Hundred Forty Five Dollars and Eighty Eight Cents	$291.76
703-A	Traffic Control Markings, Class 2, Type A	SF	800	$7.69	Seven Dollars and Sixty Nine Cents	$6,152.00
740-A	Traffic Control	LS	1	$11,506.45	Eleven Thousand Five Hundred Six Dollars and Forty Five Cents	$11,506.45
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00

VANDERBILT Subtotal	$629,638.72

City of Mobile Project No. 2024-3005-03 (Area 12 - West Hill Sub)

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-D1	Removing Concrete Valley Gutter (Incl Sawcutting All Depths)	LF	250	$13.74	Thirteen Dollars and Seventy Four Cents	$3,435.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	50	$13.74	Thirteen Dollars and Seventy Four Cents	$687.00
206-D3	Removing Curb (Incl Sawcutting)	LF	50	$13.74	Thirteen Dollars and Seventy Four Cents	$687.00
206-E2	Removal of Inlet Lid-Partial (All Types)	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
206-E4	Remove Concrete Inlet Throats	EA	2	$543.96	Five Hundred Forty Three Dollars and Ninety Six Cents	$1,087.92
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	16568	$2.19	Two Dollars and Nineteen Cents	$36,283.92
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	1367	$111.50	One Hundred Eleven Dollars and Fifty Cents	$152,420.50
600-A	Mobilization	LS	1	$7,893.78	Seven Thousand Eight Hundred Ninety Three Dollars and Seventy Eight Cents	$7,893.78
620-A	Minor Structure Concrete	CY	2	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$2,120.88
621-C2	Inlet, Partial Top Modify to Curb Type	EA	2	$2,450.55	Two Thousand Four Hundred Fifty Dollars and Fifty Five Cents	$4,901.10
623-A	Concrete Valley Gutter, Match Existing	LF	250	$44.23	Forty Four Dollars and Twenty Three Cents	$11,057.50
623-B1	Concrete Curb (Match In Kind)	LF	50	$44.23	Forty Four Dollars and Twenty Three Cents	$2,211.50
623-C	Combination Curb & Gutter	LF	50	$44.23	Forty Four Dollars and Twenty Three Cents	$2,211.50
690-A	Project Sign (Portable)	EA	3	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$437.61
703-A	Traffic Control Markings, Class 2, Type A	SF	300	$7.69	Seven Dollars and Sixty Nine Cents	$2,307.00
740-A	Traffic Control	LS	1	$6,658.18	Six Thousand Six Hundred Fifty Eight Dollars and Eighteen Cents	$6,658.18
999-R	Rubber Rings (Raise City of Mobile Storm Sewers)	EA	5	$28.58	Twenty Eight Dollars and Fifty Eight Cents	$142.90
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00

999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$10,000.00	Ten Thousand Dollars and No Cents	$10,000.00
				WEST HILL SUB Subtotal		**$245,631.21**

City of Mobile Project No. 2024-3005-03 (Area 13 - Parkway Dr)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
201-A	Clearing & Grubbing	AC	0.06	$1,648.33	One Thousand Six Hundred Forty Eight Dollars and Thirty Three Cents	$98.90
206-C1	Pavement Removal (Incl Sawcutting)	SF	4,400	$5.49	Five Dollars and Forty Nine Cents	$24,156.00
210-A	Unclassified Excavation (Truck Bed Measure)	CY	75	$19.23	Nineteen Dollars and Twenty Three Cents	$1,442.25
210-D	Borrowed Excavation (Truck Bed Measure)	CY	30	$24.73	Twenty Four Dollars and Seventy Three Cents	$741.90
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	810	$30.77	Thirty Dollars and Seventy Seven Cents	$24,923.70
408-A3	Planing (Milling) of Existing Pavement, 1-1/2" Thick	SY	195	$37.87	Thirty Seven Dollars and Eighty Seven Cents	$7,384.65
408-A3	Planing (Milling) of Existing Pavement, 1/2" Thick	SY	650	$11.36	Eleven Dollars and Thirty Six Cents	$7,384.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2 Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	135	$166.09	One Hundred Sixty Six Dollars and Nine Cents	$22,422.15
429-B2	Improved Bituminous Concrete Binder Surface, Leveling, 1/2" Max Aggregate Size Mix, ESAL Range A/B Up To 165LBS/SY (Incl Tack Coat)	TON	65	$254.07	Two Hundred Fifty Four Dollars and Seven Cents	$16,514.55
600-A	Mobilization	LS	1	$5,394.30	Five Thousand Three Hundred Ninety Four Dollars and Thirty Cents	$5,394.30
620-A	Minor Structure Concrete	CY	3	$1,060.44	One Thousand Sixty Dollars and Forty Four Cents	$3,181.32
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	50	$54.40	Fifty Four Dollars and Forty Cents	$2,720.00
654-A	Solid Sodding (Match Existing)	SY	1300	$8.24	Eight Dollars and Twenty Four Cents	$10,712.00
665--J	Silt Fence	LF	500	$7.69	Seven Dollars and Sixty Nine Cents	$3,845.00
665-O	Silt Fence Removal	LF	500	$2.20	Two Dollars and Twenty Cents	$1,100.00
665-Q	Wattles	LF	50	$12.09	Twelve Dollars and Nine Cents	$604.50
690-A	Project Sign (Portable)	EA	1	$145.87	One Hundred Forty Five Dollars and Eighty Seven Cents	$145.87
703-A	Traffic Control Markings, Class 2, Type A	SF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00

740-A	Traffic Control	LS	1	$3,904.38	Three Thousand Nine Hundred Four Dollars and Thirty Eight Cents	$3,904.38
698-A	Construction Fuel (Max Bid Limited to $50,000)	LS	1	$0.00	No Dollars and No Cents	$0.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$25,000.00	Twenty Five Thousand Dollars and No Cents	$25,000.00

PARKWAY DR Subtotal	$162,444.47

City of Mobile Project No. 2024-3005-03 (Guardrails)
2024 CIP RESURFACING - CITY DISTRICTS 6 & 7

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
630-A	**Hillcrest @ Halls Mills Creek** Steel Beam Guardrail Class A, Type 2	LF	40	$22.91	Twenty Two Dollars and Ninety One Cents	$916.40
630-C2	**Hillcrest @ Halls Mills Creek** Guardrail End Anchor Type 20 (MASH)	EA	1	$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	$3,516.48
630-C3	**Hillcrest @ Halls Mills Creek** Guardrail End Anchor Box End	EA	1	$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	$274.73
631-B1	**Hillcrest @ Halls Mills Creek** New Post and Spacer Blocks	EA	5	$104.40	One Hundred Four Dollars and Forty Cents	$522.00
631-G1	**Hillcrest @ Halls Mills Creek** Steel Beam Guardrail Class A, Type 2	EA	1	$27.47	Twenty Seven Dollars and Forty Seven Cents	$27.47
630-A	**3476 Springhill WB** Steel Beam Guardrail Class A, Type 2	LF	20	$22.91	Twenty Two Dollars and Ninety One Cents	$458.20
630-C2	**3476 Springhill WB** Guardrail End Anchor Type 20 (MASH)	EA	1	$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	$3,516.48
630-C3	**3476 Springhill WB** Guardrail End Anchor Box End	EA	1	$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	$274.73
631-B1	**3476 Springhill WB** New Post and Spacer Blocks	EA	3	$104.40	One Hundred Four Dollars and Forty Cents	$313.20
631-G1	**3476 Springhill WB** Steel Beam Guardrail Class A, Type 2	EA	1	$27.47	Twenty Seven Dollars and Forty Seven Cents	$27.47
630-A	**Springhill and Dalewood** Steel Beam Guardrail Class A, Type 2	LF	20	$33.90	Thirty Three Dollars and Ninety Cents	$678.00
630-C2	**Springhill and Dalewood** Guardrail End Anchor Type 20 (MASH)	EA	1	$3,516.48	Three Thousand Five Hundred Sixteen Dollars and Forty Eight Cents	$3,516.48
630-C3	**Springhill and Dalewood** Guardrail End Anchor Box End	EA	1	$274.73	Two Hundred Seventy Four Dollars and Seventy Three Cents	$274.73
631-B1	**Springhill and Dalewood** New Post and Spacer Blocks	EA	3	$126.37	One Hundred Twenty Six Dollars and Thirty Seven Cents	$379.11
631-G1	**Springhill and Dalewood** Steel Beam Guardrail Class A, Type 2	EA	1	$27.47	Twenty Seven Dollars and Forty Seven Cents	$27.47
631-B1	**Gaillard Drive** Replace Existing Wood Posts w/New Wood Posts and Spacer Blocks (Complete)	EA	28	$170.33	One Hundred Seventy Dollars and Thirty Three Cents	$4,769.24
600-A	Mobilization (All Guardrail Sites)	LS	1	$555.55	Five Hundred Fifty Five Dollars and Fifty Five Cents	$555.55
652-A	Seeding	ACRE	0.25	$2,197.80	Two Thousand One Hundred Ninety Seven Dollars and Eighty Cents	$549.45

654-A	Solid Sodding (Match Existing)	SY	50	$8.79	Eight Dollars and Seventy Nine Cents	$439.50
665-J	Silt Fence	LF	100	$7.69	Seven Dollars and Sixty Nine Cents	$769.00
665-O	Silt Fence Removal	LF	100	$2.20	Two Dollars and Twenty Cents	$220.00
665-Q	Wattles	LF	50	$12.09	Twelve Dollars and Nine Cents	$604.50
674-A	Construction Safety Fence	LF	100	$5.49	Five Dollars and Forty Nine Cents	$549.00
665-T	Floating Basin Booms	LF	100	$27.47	Twenty Seven Dollars and Forty Seven Cents	$2,747.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	$20,000.00	Twenty Thousand Dollars and No Cents	$20,000.00
				GUARDRAILS Subtotal		$45,926.19

BID TOTALS	
AREA 1 - BLUE RIDGE Subtotal	$118,398.79
AREA 2 - ELMA Subtotal	$246,487.71
AREA 3 - GENERAL BULLARD Subtotal	$290,001.66
AREA 4 - WESTERN HILL Subtotal	$185,972.23
AREA 5 - WOODLAND Subtotal	$347,169.44
AREA 6 - KENDRICK DR Subtotal	$148,896.51
AREA 7 - JASPER RD Subtotal	$38,629.64
AREA 8 - KNOWLES ST Subtotal	$194,611.69
AREA 9 - POWELL DR Subtotal	$39,651.26
AREA 10 - FOXFIRE RD Subtotal	$96,407.84
AREA 11 - VANDERBILT Subtotal	$629,638.72
AREA 12 - WEST HILL SUB Subtotal	$245,631.21
AREA 13 - PARKWAY DR Subtotal	$162,444.47
GUARDRAILS Subtotal	$45,926.19
*TOTAL PROJECT BID	$2,789,867.36

(Total of Subtotals)

*** Project will be awarded on the "Total Project Bid" value**

Total Project Bid

Total (All items listed in Proposal) 2,789,867.36

Written in words Two Million Seven Hundred Eighty Nine Thousand Eight Hundred Sixty Seven Dollars & Thirty Six Cents

Number of working days to complete 180

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder H.O. Weaver & Sons, Inc.
(If a corporation)

By _____
President

Business Address 7450 Howells Ferry Rd. Mobile, AL 36618

_____
Asst Secretary

Business Address _____

_____
Treasurer

Business Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered: Alabama

ATTEST: _____
Asst. Secretary

2637
State License Number

Corporate Seal

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **2637**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

H O WEAVER & SONS INC

MOBILE, AL 36618

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

196602

18th day of **July, 2023**

Michael B. Tew SECRETARY-TREASURER

Charles T. Carter, Jr. CHAIRMAN

629

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That H.O. Weaver & Sons, Inc.
(Name of Contractor)
P.O. Box 8039, Mobile, Alabama 36689
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7, City of Mobile Project No. 2024-3005-03.** The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered April 24, 2024 (Date)

H.O. Weaver & Sons, Inc. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By Joshua Price - Attorney-in-Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature – In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of April, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we H. O. Weaver & Sons, Inc. as Principal and Western Surety Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of * Dollars ($ 2,789,867.36) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for 2024 CIP Resurfacing - City Council Districts 6 & 7 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

* Two million seven hundred Eighty nine Thousand Eight Hundred Sixty Seven and 36/100—

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

H. O. Weaver & Sons, Inc.
(Corporate Name)

BY: _____
(Signature)

ITS: President
(Title)

ATTEST: _____
(Signature)
ITS: witness

Western Surety Company

(Surety sign here)(Corporate name)

BY: _____
(Signature) Joshua Price

ITS: Attorney-in-Fact
(Title)

ATTEST: _____
(Signature)
ITS: Witness (Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we H. O. Weaver & Sons, Inc.
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin St., Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two million Seven Hundred Eighty Nine Thousand Eight Hundred Sixty Seven and 36/100 — dollars ($), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for 2024 CIP Resurfacing- City Council Districts 6+7 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20_____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____

_____

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: _____
(Signature)

ITS: President
(Title)

ATTEST:

_____
(Signature)
ITS: Witness

Western Surety Company

(Surety sign here)(Corporate name)

BY: _____
(Signature)

Joshua Price
ITS: Attorney-in-Fact
(Title)

ATTEST:

_____
(Signature)
ITS: Witness

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature – In Unlimited Amounts - for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

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

Bodily Injury by Accident	$1.000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

   b. Limit of Liability: $2.000.000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. CERITIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification

applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least five (5%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway

applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway

Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

15. **The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.**

16. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

17. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

18. **The contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction.** Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.

19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

20. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

21. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with **FHWA 2009 MUTCD with Revisions 1, 2, and 3, July 2022** and at no cost to the Owner.

22. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

23. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

24. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

25. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

26. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

27. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

28. All water and sanitary sewer work shall comply with the **Mobile Area Water and Sewer System (MAWSS)** Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.

29. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

30. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

31. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

32. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

33. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. **At least two (2) copies of video and/or photos shall be made.** City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

34. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

35. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

~~36. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.~~

37. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

38. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

39. There shall be no adjustment to fuel or asphalt index for this project. See Item No. 698-A for limits.

40. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

41. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

42. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

43. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

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36. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

37. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

38. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

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43. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

44. Working hours on certain streets will be limited. See Map Book construction plans. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

45. Workmen shall wear reflectorized jackets.

46. At intersections, the City Project Inspectors shall determine the limits to mill and resurface.

47. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

48. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

49. The Engineer will prepare an estimate once each month for work completed.

50. **For planning purposes, an anticipated paving schedule for each of the thirteen work areas shall be submitted to the Engineer one week prior to beginning of work.**

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 17th day of May, 20 24, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and **H. O. Weaver & Sons, Inc.,** party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7
Project No: 2024-3005-03
Project Description: Asphalt milling, asphalt overlaying, road repairs, striping and markings
Major work items include: Asphalt milling and overlaying

City of Mobile Project Number **2024-3005-03**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal **(estimated to total $2,789,867.36)** in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **DORSEY & DORSEY ENGINEERING, INC., 251-605-2023.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

H.O. Weaver & Sons, Inc. (Print)

BY: _____

ITS PRESIDENT

Michael P. Weaver (Print)

ATTEST: _____

ITS SECRETARY

Brad Alidor (Print)

5/17/2024

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Michael P. Weaver, whose name is signed to the foregoing instrument in the capacity of President of **H. O. Weaver & Sons, Inc.** and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 17th day of May, 2024.

Lynn Stringfellow

NOTARY PUBLIC My Commission Expires: 3/23/2025

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL *PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E & 4):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

   618.D.03

   Basis of Payment
   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*. SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

   618.D.03

   Basis of Payment
   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A *SOLID SODDING*:

   654.A.1

   Description
   This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

   654.A.2

   Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. PROJECT SIGN - PORTABLE:

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

Basis of Payment
Payment will be included in the Lump Sum price for Mobilization.

10. PORTABLE TOILETS:

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

Basis of Payment
Payment will be included in the Lump Sum price for Mobilization.

ATTACHMENT "A"

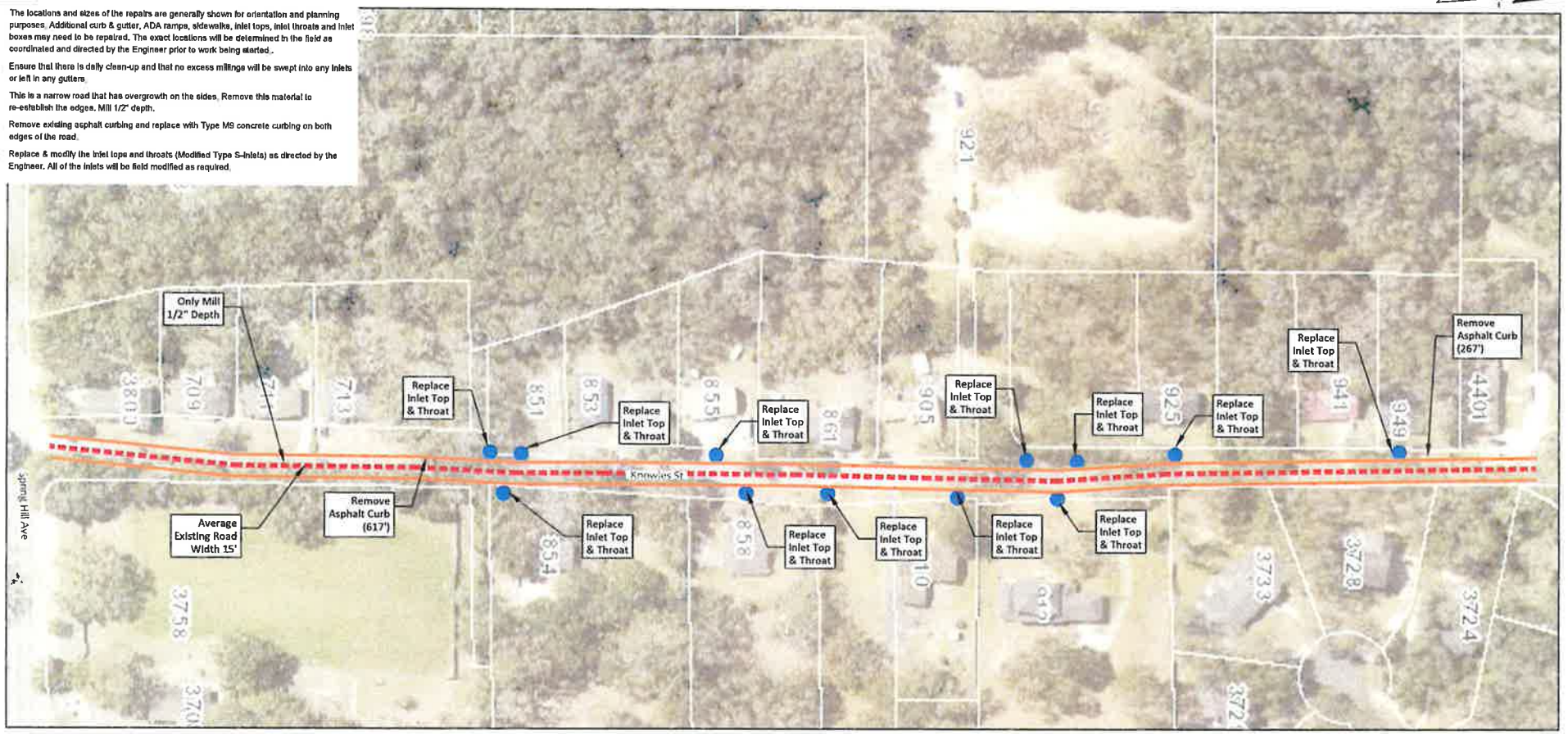
LOCATION

(See Map Book Plans)

REPAIR NOTES - KNOWLES

Instructions:

1. The locations and sizes of the repairs are generally shown for orientation and planning purposes. Additional curb & gutter, ADA ramps, sidewalks, inlet tops, inlet throats and inlet boxes may need to be repaired. The exact locations will be determined in the field as coordinated and directed by the Engineer prior to work being started.
2. Ensure that there is daily clean-up and that no excess millings will be swept into any inlets or left in any gutters.
3. This is a narrow road that has overgrowth on the sides. Remove this material to re-establish the edges. Mill 1/2" depth.
4. Remove existing asphalt curbing and replace with Type M9 concrete curbing on both edges of the road.
5. Replace & modify the inlet tops and throats (Modified Type S-inlets) as directed by the Engineer. All of the inlets will be field modified as required.



LEGEND

- Mill/Overlay
- Overlay Only
- HC Ramps
- Inlet Repairs
- Curb/Edge Pavement Repairs
- SD Pipe/Ditch Repairs
- Road Replacements

MILLING-PAVING-REPAIR PLAN

KNOWLES (1 OF 1)

PROJECT AREA 8

Addendum No. 0002

NOTE: NO TOPOGRAPHIC SURVEYS ARE USED OR HAVE BEEN REQUESTED FOR DEVELOPMENT OF THESE DRAWINGS. THE CITY OF MOBILE'S GIS BACKGROUND MAPPING AND GOOGLE EARTH WERE USED.

MOBILE ALABAMA

GRAPHIC SCALE

(IN FEET)

PROJECT JOB NUMBER: MOB-2024-02	DESIGNED BY: L. DORSEY, PE
ISSUE DATE: 02/10/2024	DRAWN BY: DORSEY
CAD FILE NAME: C101-Knowles	CHECKED BY: S. DORSEY
REVISIONS/ISSUES: Re-Issued Drawing Addendum No. 0002	DATE: 4/27/2024

ALABAMA LICENSED PROFESSIONAL ENGINEER — No. 21857 — LARRY C. DORSEY — 03/27/2024

DORSEY & DORSEY

Integrity Quality Excellence

1114 WILDWOOD AVE
MOBILE, ALABAMA 36609
p251.605.2023

2024 CIP RESURFACING - CITY DISTRICTS 6 & 7 (KNOWLES)

CITY PROJECT NUMBER: 2024-3005-03

SHEET DESCRIPTION & NUMBER: MILLING & PAVING PLAN — C101

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

HOWEAVE-02 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2024

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED H.O. Weaver & Sons, Inc. P. O. Box 8039 Mobile, AL 36689-0039	INSURER B : Arch Speciality Insurance	21199
	INSURER C : Transguard Insurance Company of America	28886
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO3757532-18	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP 3757531-18	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	UXP1041663-03	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3757530-19	2/1/2024	2/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented Equipm			IMP4000515-01	2/1/2024	2/1/2025	Ded 2,500 / Limit	750,000

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

Project # 2024-3005-03
Resurfacing City Council District 6 & 7

City of Mobile is named additional insured with respects to General Liability, Automobile Liability, and Umbrella Liability where required by written contract. Waiver of Subrogation applies in favor of the City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Coverage is considered primary and non-contributory. Thirty (30) days written notice of cancellation applies where required by written contract.

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

David J Durden

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ATTACHMENT "C"

DBE COMPLIANCE FORM

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-03 Current Date 3 /26 /24

Project Description 2024 CIP Resurfacing City Council Districts 6 & 7

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

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

Reduction of the 15% goal to a 5% goal is requested due to small quantity of subcontractor supplied pay items, time sensitivity, and nature of work.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 3/26/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) (Title) 4/3/2024 (Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

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

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	H.O. Weaver & Sons, Inc.
Address	7450 Howells Ferry Rd., Mobile, AL 36618
Telephone	251.342.3025
E-Mail	KDonoghue@howeaver.com

RFP/RFQ Solicitation Number	2024-3005-03
Project Description	2024 CIP Resurfacing - City Council Districts 6 & 7
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male ✓ Female ✓ Minority ✓ Non-minority ✓ SDVO ✓ Total #of Employees 265

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ken Donoghue

Signature: _____ Date: 4/22/24

Title: Asst. Secretary

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: Lynn Stringfellow Title: Contract & Operations Admin.

Email: Lynn@Howeaver.com Phone: 251.342.3025

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

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
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company H.O. Vernon & Sons, Inc. your Bid/Proposal Amount $ 2,789,867.36 Date: 4/25/24

4 / 24 / 24 Description 2024 CIP Resurfacing City Council Districts 6 & 7

Name of Bidder/Proposer: H.O. Vernon & Sons, 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
J. Moore Construction	251-625-2158	Clearing, Grading, Base, Concrete, Grass, Erosion Control	601,453	21.55%	YES	

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
PROJECT NO. 2024-3005-03

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 5% 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.

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. _____

_____

_____

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael P. Weaver (affiant) who, being duly sworn says as follows:

President/CEO of H.O. Weaver & Sons, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for H.O. Weaver & Sons, 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 H.O. Weaver & Sons, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 370599.

President
CEO of H.O. Weaver & Sons, Inc.

Sworn to and subscribed before me this the 17th day of May, 2024.

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

LYNN STRINGFELLOW
MY COMMISSION EXPIRES
MARCH 23, 2025
NOTARY PUBLIC
STATE OF ALABAMA

Company ID Number: 370599

Approved by:

Employer H. O. WEAVER & SONS, INC.	
Name (Please Type or Print) RAMONA G WEAVER	Title
Signature Electronically Signed	Date 11/08/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/08/2010

Company ID Number: 370599

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	H. O. WEAVER & SONS, INC.
Company Facility Address	7450 HOWELLS FERRY ROAD MOBILE, AL 36618
Company Alternate Address	P O BOX 8039 MOBILE, AL 36689
County or Parish	MOBILE
Employer Identification Number	630567634
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-03
2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR:_____ SURETY:_____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. **2024-3005-03**
2024 CIP RESURFACING CITY COUNCIL DISTRICTS 6 & 7

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS

(City Standard)

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

None Required (only signed tickets by the certified testing company assigned to this contract by the City of Mobile for the asphalt and the concrete)

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 4/24/24

Name of Project: 2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 6 & 7
Project Number: 2024-3005-03

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS: $2,789,867.36	$ $7,000 MAW

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder **Name** H.O. Weaver & Sons, Inc. **of**
Mailing Address 7950 Howells Ferry Rd., Mobile, AL 36618

***By (Legal Signature)** Michael P. Weaver

*Name (type or print) Michael P. Weaver (Seal)

*Title President

Telephone Number 251.342.3025

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Classic Paint & Body Inc for repair of wreck damage to 2016 Rosenbauer fire pumper truck.
Motor Pool capital.

Amount of Contract:

$21,115.96

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

ATTACHMENTS:

Description	Type	Upload Date
20240521 Classic Agenda Package POs	Cover Memo	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/23/2024 - 1:30 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
9238	2024	(2050) FLEET MANAGEMENT/ GARAGE	REPAIR WRECK DAMAGE TO 2016 ROSENBAUER FIRE PUMPER TRUCK (PRICE BELOW BID REQUIREMENT)	$21,115.96	(294881) CLASSIC PAINT & BODY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009238-00 FY 2024
MUNICIPAL GARAGE	PO 24008496
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	sean.clark@cityofmobile.org
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	D. HILL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/24	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-07784			
001	00110-Wreck Repair	1.00 LOT	21115.96000	21115.96
	Additional Description Notes			
	ESTIMATE NUMBER 1006, 5/16/24			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			21115.96
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			

Requisition Link

Requisition Total 21115.96

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	21115.96	11843622.13
MOTOR POOL EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	05/17/24	CHARLES SUMRALL	Approve repairs

Bill To	Requisition 00009238-00 FY 2024
MUNICIPAL GARAGE	PO 24008496
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
CLASSIC PAINT & BODY INC	MUNICIPAL GARAGE
P O BOX 545	770 GAYLE STREET
	MOBILE, AL 36604
WILMER, AL 36587	sean.clark@cityofmobile.org
Tel#251-649-3607	Delivery Reference
Fax 251-649-3602	D. HILL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/24	294881				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/17/24	SHONNDA SMITH			
	Approved	05/17/24	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	05/17/24	DONALD ROSE		Auto approved by: 9105spam	
	Approved	05/17/24	SANDRA LEWIS		Auto approved by: 9105spam	
	Approved	05/17/24	STEVEN KRONINGER		Auto approved by: 9105spam	
	Approved	05/17/24	SAMANTHA COOLEY		Auto approved by: 9105spam	
	Approved	05/17/24	JOHN PAINE		Auto approved by: 9105spam	
	Approved	05/17/24	MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Chrysler Dodge Jeep Ram for 2024 Dodge Ram 1500 crew cab pickup truck for Traffic Engineering
Motor Pool Capital

Amount of Contract:

$40,452.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240523 Stivers Agenda Package POs	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/23/2024 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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
9536	2024	(F7000) MOTOR POOL	2024 DODGE RAM 1500 CREW CAB PICKUP TRUCK FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$40,452.00	(298035) STIVERS CHRYSLER DODGE JEEP RAM

Adopted:

_____
City Clerk

Bill To	Requisition 00009536-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor
STIVERS CHRYSLER DODGE JEEP RAM
2209 COBBS FORD RD

PRATTVILLE, AL 36066

Tel#706-315-7796

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/24	298035				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER DODGE RAM 1500 CREW CAB CLASSIC 4x2 PICK UP TRUCK AS FOLLOWS: Additional Description Notes --- 2024 OR NEWER DODGE RAM 1500 CREW CAB CLASSIC 4x2 PICK UP TRUCK AS FOLLOWS: BRIGHT WHITE CLEAR COAT; 5.7L V8 HEMI MDS VVT 8 SPEED AUTO 8HP755 TRANS; HD VINYL 40/20/40 SPLIT BENCH SEAT/BLACK/DIESEL GRAY; 2 ADDITIONAL KEY FOBS; CLASS IV RECEIVER HITCH; AMBER 4 CORNER LED WARING STROBES ; SIDE STEP AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003316-8 LINE 8	1.00 EACH	40108.00000	40108.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP. .			40108.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00009536-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/24	298035				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	344.00000	344.00

Vendor Item
Inventory Item/Loc 14009

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02060 .VEHICLEEXP. . 344.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 40452.00

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP. .	40452.00	136319.73

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	40452.00	11744538.90

Bill To	Requisition 00009536-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/24	298035				MOTOR POOL

Account		Amount	Remaining Budget
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Queued	05/23/24	CHARLES SUMRALL	
Pending		SHONNDA SMITH	
Pending		CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		SAMANTHA COOLEY	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Contract: MA220000003316 - Dodge-RAM-Jeep Vehicles T191

Contract Header

Contract
Dodge-RAM-Jeep Vehicles T191

Type
Master Agreement

Supplier
Stivers Chrysler Dodge Jeep Ram

Contract Code
MA220000003316

Linked Solicitation
Dodge-RAM-Jeep Vehicles T191

Sourcing Number
SRC0000009223

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Butch	Adkins	butchadkins57@aol.com	3344910701

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/14/2022

End Date
9/14/2024

Documents

- New - Dodge-RAM - T191 All T & C - 8-29-22.pdf
- Newest Dodge-RAM-Jeep Order Bank 10-7-22.docx
- Dodge-Ram-Jeep Order Bank 2023.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- New Dodge-RAM-Jeep Lines 8-29-22.docx
- Newest Dodge-RAM-Jeep Lines 10-7-22.docx
- New Dodge-RAM-Jeep Lines 8-29-22.pdf
- Master_Agreement_V1.pdf
- New - Dodge-RAM - T191 All T & C - 8-29-22.docx

Items

Item Name	Product Code		UOM
Dodge Charger SXT	220000003316-1	32,261.23	Each
Jeep Grand Cherokee	220000003316-5	39,594.65	Each
Ram 1500 Quad Cab 2WD	220000003316-6	32,420.35	Each
Ram 1500 Quad Cab 4WD	220000003316-7	35,869.50	Each
Ram 1500 Crew Cab 2WD	220000003316-8	35,182.97	Each
Ram 1500 Crew Cab 4WD	220000003316-9	38,369.25	Each
Ram 2500 Crew Cab 2WD	220000003316-10	40,729.00	Each
Ram 2500 Diesel Engine Upgrade	220000003316-11	8,019.83	Each
Ram 2500 Diesel Engine Upgrade	220000003316-13	8,019.83	Each
Chrysler Pacifica	220000003316-22	40,743.71	Each
Optional Equipment	220000003316-29	0.00	USD
Delivery	220000003316-30	0.00	USD
Ram 2500 Crew Cab 4WD	220000003316-12	43,380.00	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UKG Kronos Systems LLC for annual renewal of Kronos Telestaff workforce management software for MFRD.
General fund.

Amount of Contract:

$18,420.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240522 Kronos Agenda Package POs	Cover Memo	5/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/23/2024 - 1:30 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
8747	2024	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF KRONOS TELESTAFF WORKFORCE MANAGEMENT SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE)	$18,420.75	(294306) UKG KRONOS SYSTEMS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
900 CHELMSFORD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LOWELL, MA 01851	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
05/06/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	ORIGINAL PURCHASE PER STATE OF ALABAMA CONTRACT T-00A.			
001	SOFTWARE SUPPORT RENEWAL: UKG TELESTAFF ENTERPRISE V7.1, 575 LICENSES; START DATE 23-JUN-2024 END DATE 22-JUN-2025; PER INVOICE 12234472 Vendor Item	575.00 EACH	2.61594	1504.17
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			1504.17
	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 SUPPORT RENEWAL: UKG TELESTAFF CONTACT MANAGER V7.1, 575 LICENSES; START DATE 23-JUN-2024 END DATE 22-JUN-2025;	575.00 EACH	23.54370	13537.63

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
900 CHELMSFORD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LOWELL, MA 01851	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
05/06/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER INVOICE 12234472 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.42200.			13537.63
	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 SUPPORT RENEWAL: UKG TELESTAFF GATEWAY MANAGER V7.1, 1 LICENSE; START DATE 23-JUN-2024 END DATE 22-JUN-2025; PER INVOICE 12234472 Vendor Item	1.00 EACH	871.99000	871.99
1	1000.30.15.1510.1522.1510.0000.0000.42200.			871.99

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
UKG KRONOS SYSTEMS LLC 900 CHELMSFORD STREET LOWELL, MA 01851	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
05/06/24	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 SUPPORT RENEWAL: UKG TELESTAFF GLOBAL ACCESS V7.1, 575 LICENSES; START DATE 23-JUN-2024 END DATE 22-JUN-2025; PER INVOICE 12234472 Vendor Item	575.00 EACH	4.35993	2506.96
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			2506.96
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
900 CHELMSFORD STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LOWELL, MA 01851	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
05/06/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE SUPPORT RENEWAL: UKG TELESTAFF SMS MANAGER V7.1, 575 LICENSES; START DATE 23-JUN-2024 END DATE 22-JUN-2025; PER INVOICE 12234472 Vendor Item	575.00 EACH	0.00000	0.00
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 18420.75

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

Account	Amount	Remaining Budget

Bill To	Requisition 00008747-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor
UKG KRONOS SYSTEMS LLC
900 CHELMSFORD STREET

LOWELL, MA 01851

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/24	294306				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42200.		18420.75	3076262.82
FIRE SUPPRESSION DIV EXP	PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	05/22/24	DONALD ROSE	Auto approved by: 9105fola
Approved	05/22/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/22/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/22/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	05/22/24	JOHN PAINE	Auto approved by: 9105fola
Approved	05/22/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	05/22/24	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wisperkool for portable vertical 30ton HVAC unit for Tennis Center.
Capital equipment, Tennis Center

Amount of Contract:

$51,720.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240522 Wisperkool Agenda Package POs	Cover Memo	5/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/23/2024 - 1:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7009	2024	(F6110) MOBILE TENNIS CENTER	PORTABLE VERTICAL 30TON HVAC UNIT FOR TENNIS CENTER (SEALED BID 5883)	$51,720.00	(299031) WISPERKOOL

Adopted:

_____
City Clerk

Bill To	Requisition 00007009-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
WISPERKOOL	TENNIS CENTER
1001 N 3RD ST	851 GAILLARD DRIVE
	MOBILE, AL 36608
FORT SMITH, AR 72901	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#608-334-5999	Delivery Reference
	VERTICAL HVAC
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	299031				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BID #5883 AND YOUR QUOTE.			
	48 HOURS PRIOR TO DELIVERY CONTACT CLIFTON THOMAS TO SCHEDULE DELIVERY AT 251-208-1575 OR THOMASC@CITYOFMOBILE.ORG OR SCOTT NOVAK AT SCOTT.NOVAK@CITYOFMOBILE.ORG			
001	AIR CONDITIONING/HEATING UNIT, PORTABLE VERTICAL WISPERKOOL 30 TON/72KW VERTICAL HVAC 480/3/60 (3 PHASE) AIR COOLED, REFRIGERANT 410A. THIS UNIT WILL BE USED TO COOL A LARGE TENT.	1.00 EACH	50920.00000	50920.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0018 .CAPEQUIPMT. .			50920.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference VERTICAL HVAC			
	Deliver To TENNIS CENTER			

Bill To	Requisition 00007009-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
WISPERKOOL	TENNIS CENTER
1001 N 3RD ST	851 GAILLARD DRIVE
	MOBILE, AL 36608
FORT SMITH, AR 72901	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#608-334-5999	Delivery Reference
	VERTICAL HVAC
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	299031				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	851 GAILLARD DRIVE MOBILE, AL 36608			
002	FREIGHT	1.00 EACH	800.00000	800.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0018 .CAPEQUIPMT. .			800.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference VERTICAL HVAC			
	Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 51720.00

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

Account	Amount	Remaining Budget
E E0018 .CAPEQUIPMT. .	51720.00	112624.16

Bill To	Requisition 00007009-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
WISPERKOOL	TENNIS CENTER
1001 N 3RD ST	851 GAILLARD DRIVE
	MOBILE, AL 36608
FORT SMITH, AR 72901	JACKIE.BYERLEY@CITYOFMOBILE.ORG
Tel#608-334-5999	Delivery Reference
	VERTICAL HVAC
	Deliver To
	TENNIS CENTER
	851 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/24	299031				MOBILE TENNIS CENTER

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	51720.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	03/26/24	SCOTT NOVAK	Auto approved by: 910518652
Approved	03/26/24	JACKIE BYERLEY	
Approved	03/26/24	KIM CARMODY	Auto approved by: 910518652
Approved	03/27/24	BRENDA RHODES	Auto approved by: 910514227
Approved	03/27/24	TIFFANY HOLLINS	
Approved	03/27/24	RELYA MALLORY	Auto approved by: 910514227
Approved	05/21/24	DONALD ROSE	Approved by: 9105fola
Approved	05/21/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/21/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	05/21/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	05/21/24	JOHN PAINE	Auto approved by: 910516727
Approved	05/21/24	MICHAEL SPAFFORD	Auto approved by: 910516727
Approved	05/21/24	ANNE FOLEY	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

VENDOR LIST FOR BID 5883

N/R		AMERICAN EVENT SERVICES, LLC JASON@AMERICANEVENTSERVICES.COM 1706 WARRINGTON AVENUE, DANVILLE, IL 61832
N/R	19997	B&B APPLIANCE OF MOBILE INC
N/R	295561	BUILDING COOLING SYSTEMS, INC
N/R	104721	JOHNSTONE SUPPLY OF MOBILE
N/R	198903	SUNBELT RENTAL INC
N/R	293908	TRANE US INC
$51,720.00		WHISPERKOOL JEFF@WHISPERKOOL.COM 1001 NORTH 3RD STREET, FORT SMITH, AR 72901
N/R	183600	WITTICHEN SUPPLY CO INC

Mark McCourt
479-242-2601
mark@mccourtmfg.com

$155,750.00 Technology International, Inc.
tii@tii-usa.com

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/03/2024	5883	Tennis Center	851 Gaillard Dr, Mobile, AL 36608

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Tuesday, May 21, 2024

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

PORTABLE VERTICAL AIR CONDITIONING/ HEATING UNIT (HVAC)

The City of Mobile is requesting bids on a **Portable Vertical 30 Ton Air Conditioning/Heating Unit** for a large tent.

Unit must meet the following MINIMUM specifications:

- Unit is Air Cooled – no water
- Must have a minimum of two (2) outlets and two (2) inlets
- To use 480 Volt – 3 Phase
- Cable to have Terminal Block Power Connection
- Unit will be used to cool/heat large tent
- Must be on skid type platform so unit can be moved by a forklift
- City will remove from rear of truck
- Unit to be set at rear of truck for removal by City of Mobile
- Vendor/shipper shall notify the City of planned delivery, no less that forty-eight (48) hours prior to an intended delivery
- If vendor/shipper fails to notify the City no less than forty-eight (48) hours, prior to the attempted delivery. The City will not pay re-delivery charges or waiting fees.
- City may change delivery location prior to the delivery.
- Freight to be included in price of unit
- Quote delivered price FOB Mobile, AL
- Quote heating capacity equal to 25 ton, cooling 30 ton
- City will consider options, within the above and previously stated terms on the Bid Form
- Refrigerant 410A
- Hot gas bypass valve
- RotoLock connections
- Vendor must include any supply and return grills that should be attached to the front of the unit.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Provide literature and specifications on product to be provided with your bid.

The welded structural frame is to be fabricated from 11-gauge steel. The access doors are 14-gauge steel and are to be insulated for sound and condensate control. Surfaces that contact condensate have 1" insulation.

Frame surfaces are to protected with an ATP high-performance epoxy anti-chip powder coat primer, then powder coated with a white TGIC weather-resistant polyester (exterior and interior). Additional surface sealer is applied to the drain pan, condenser fan shelf, and the floor of the compressor compartment to further prevent rusting and deterioration.

The cabinet is to be constructed with side and top tent clamp tethers.

Make_____Model_____

State warranty:

_____

_____

_____

State any requirements for this unit to function properly:

_____

_____

_____

Delivery may be a consideration in the award of this bid.

State delivery _____ days (ARO) after receipt of order.

**The goal for delivery is before June 26, 2024.

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/**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

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

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

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

Questions concerning this bid must be in writing to purchasing@cityofmobile.org on or before May 14, 2024.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Relya Gill McMillian, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $1,000,000 from Capital Project C0116 Capital Improvement Reserve in the Capital Improvement Fund (Fund 2000) to Capital Project C0964 Langan Park Lake Dredging.

Funding Source

Project # C0964 Langan Park Lake Dredging **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Langan Park Lake Dredging	Cover Memo	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/21/2024 - 3:23 PM
Budget	Collins, Scott	Approved	5/21/2024 - 4:37 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:17 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:17 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:30 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $1,000,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project C0964 Langan Park Lake Dredging.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Relya Gill McMillian, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to transfer $600,000 from C0116 Capital Improvement Reserve to C0965 Springhill Court and Springhill Ave Site Improvement project.

Funding Source

Project # C0965 Springhill Ct/Springhill Ave Site Improv	**Discretionary Funds**
Project String 2000.2000	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Springhill Court Site Improv Proj	Cover Memo	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/21/2024 - 3:20 PM
Budget	Collins, Scott	Approved	5/21/2024 - 4:37 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:16 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:16 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:32 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $600,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project C0965 Springhill Ct and Springhill Ave Site Improv. These funds will be used to acquire ROW, relocate retaining wall and construct sidewalks.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One-year contract, renewable for two additional one-year periods, for Right of Way mowing services along Ziegler Blvd, from Forest Hill Drive west to 8050 Ziegler Blvd
General fund.

Amount of Contract:

$70,000 per year

Funding Source

Project # **Discretionary Funds**

Project String 1004.2066.42010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240522 ZieglerMowing Agenda Package	Cover Memo	5/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Collins, Scott	Approved	5/23/2024 - 9:32 AM
Legal	Kern, Chris	Approved	5/23/2024 - 12:19 PM
Legal	Kern, Chris	Approved	5/23/2024 - 12:19 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:28 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 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 Best Price Services, LLC, to provide right of way mowing services for Ziegler Blvd, from Forest Hill Drive to 8050 Ziegler Blvd, for one year, renewable annually without further approval required by Council, for up to a total of three years, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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 mowing of the streets below, 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. Term of this agreement shall be from the date of Council approval to December 31, 2024.

- Mowing of Zeigler Boulevard from Forest Hill Drive to 8050 Zeigler Boulevard

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 ionly 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 providers 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:

7057 Forest,
Glenn ct 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, BEST PRICE SERVICES, LLC

Anthony B. Richardson, Its owner (title)
On behalf of Provider
May-20-2024 Date

State of Alabama

Mobile County

I, Maria Theresa Mason a Notary public in and for said County and State, hereby certify that Anthony Richardson, whose name is known to me, acknowledged before me on this the 20th day of May, 2024 that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Maria Theresa Mason
Notary Public
My Commission expires on April 29, 2025

MARIA THERESA MASON
Notary Public
Alabama State at Large

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A

SEALED BID — CITY OF MOBILE — BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department and Package Delivery:

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

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
05/01/2024	5882	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 10, 2024

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.					

*****This bid cancels and replaces City of Mobile Bid #5875.*****

RIGHT-OF-WAY MOWING SERVICES

The City of Mobile is seeking bids on mowing of City of Mobile Zeigler Boulevard 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, 2024. The mowing cycles will have all areas mowed on a 14-day cycle in May and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2024.
Additional mowing may be required up to December 31, 2024.

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.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within ____ days of receipt of P.O.

Firm Name Best Price Services, LLC

Signature Anthony B. Richardson

Type or Print Name Anthony B. Richardson

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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 ALL OR NONE.

Mowing start will be in 2 phases:

- Part 1 will be done initially from:
  - 8050 Zeigler Blvd to Athey Road
  - North University Blvd to Gaillard Drive
  - Gaillard Drive to Forest Hill Drive (north side and center median only). City will mow south side.
- Part 2 - Athey Road to N University Blvd will start later as this section of Zeigler is currently under construction and contractor is responsible. Mowing contractor will start this section when construction is done.

Both parts are to be priced.

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
N 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 competed order.

BID CONTINUATION SHEET

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

-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 804918

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.

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.

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.

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 competed order.

BID CONTINUATION SHEET

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

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://cityofmobile.maps.arcgis.com/home/item.html?id=bd4aae93547f481cb75611a580132bf9

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, May 10, 2024.**

Any bids delivered after **12:01 PM, Friday, May 10, 2024.**

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to **12:01 PM, Friday, May 10, 2024,** 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.

Pricing for this bid to be good for the current mowing season to **December 31, 2024.**

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

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 #5882**.

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 #5882** on the outside and/or with the date and time of the bid opening **12:01 PM, Friday, May 10, 2024.**

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.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

TO BE AWARDED ON AN ALL-OR-NONE BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION
N 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 competed order.

MAIN THOROUGHFARE MOWING PRICING

ZEIGLER BOULEVARD

PART 1 – INITIAL AWARD $ 2,000.00

- 8050 Zeigler Blvd to Athey Road
- North University Blvd to Gaillard Drive
- Gaillard Drive to Forest Hill Drive (north side and center median only). City will mow south side.

PART 2 – LATER AWARD/START $ 1,000.00

- Athey Road to North University Boulevard
  - To start mowing after completion of construction contract

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

MOBILE
ALABAMA

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)

EXHIBIT B

BESTPRI-03 TTAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2024

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:	
NavSav Holdings LLC 6250 Delaware St Suite B Beaumont, TX 77706	PHONE (A/C, No, Ext): (832) 793-8550	FAX (A/C, No):
	E-MAIL ADDRESS: info@navsav.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : WESTERN WORLD INS CO	13196
INSURED	INSURER B : Nationwide Gen Ins Co	23760
BEST PRICE SERVICES, LLC 7057 FOREST GLENN COURT IRVINGTON, AL 36544	INSURER C : Wesco Insurance Company	25011
	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		NPP8985889	6/30/2023	6/30/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS			2006928824-05	9/11/2023	9/11/2024	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		WWC3584990	5/24/2023	5/24/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BEST PRICE SERVICES LLC T4
7057 FOREST GLENN CT
IRVINGTON, AL 36544

YEAR	LICENSE NO
2023	80325

ISSUED	EXPIRES
7/27/2023	12/31/2023

238990 CONSTRUCTION-SUB CONTRACTOR
561730 LAWN AND GARDEN SERVICE(S)

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

RICHARDSON, ANTHONY T4
7057 FOREST GLENN CT
IRVINGTON AL 36544

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2018013316 1/2
Bk: LR7612 Pg:1412
Document Type: LAMD

Mobile County, Alabama
I hereto certify this instrument
filed on : 03/12/2018 12:55:27 PM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax :	$.00	2018013316
Judge Fee:	$.00	Bk:LR7612
S.R. Fee:	$2.00	Pg:1412
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 approximately 24 hours 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 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)

ANTHONY B. RICHARDSON
7057 FOREST GLENN COURT
IRVINGTON, AL 36544

RECEIVED DATE
MAR 22 2018
SECRETARY OF STATE
OF ALABAMA

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature _____
C. Mark Erwin, Chief Clerk
Date 3-12-18

Alabama
Sec. Of State

Entity Change	
316-222	DLL
Date	3/22/2018
Time	13:53
180322	2 Pg
File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00
10/014	

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of BEST PRICE SERVICES LLC, as received and filed in the Office of the Secretary of State on 08/20/2014.

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.

06/13/2018

Date

J. H. Merrill

John H. Merrill Secretary of State

20180613000018456

EXHIBIT D

E-Verify

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:5/28/2024

Submitted by:

Nick Amberger, P.E. Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc. for testing services.

Amount of Contract:

$38,600.00

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4967

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Testing Services	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/23/2024 - 12:43 PM
Capital	Rhodes, Brenda	Approved	5/23/2024 - 1:59 PM
Legal	Kern, Chris	Approved	5/23/2024 - 2:46 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 3:04 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Western Bayfront Resurfacing COM Project: 2024-3005-04

PROJECT #: C0914 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

_____

CONTRACT AMOUNT: $38,600.00

VENDOR NAME: Geotechnical Engineering Testing, Inc.

VENDOR NUMBER: 72600

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y__N X__; 5% of the 1st 50% ____ or If different, indicate special rate _____

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

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

Prepared by: Jessica White **Date** 5/23/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Geotechnical Engineering Testing, Inc.

Project Name: Western Bayfront Resurfacing
COM Project#2024-3005-04

Estimated Cost: $38,600.00

Adopted:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

CONTRACT

This contract, made and entered into this _____ day of _____, 2024, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and (**Geotechnical Engineering Testing, Inc.**) hereinafter called the "LABORATORY", WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** - An engineering company (**Kimley-Horn & Associates, Inc.**) employed by the CITY to perform professional engineering services for the Project.

(d) **CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

(e) **COUNCIL** - Mobile City Council

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

(i) **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, drainage facility included in the City of Mobile Improvement Project – **WESTERN BAYFRONT RESURFACING**
Project No. – **2024-3005-04**

(j) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(k) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT (**Kimley-Horn & Associates, Inc.**) to perform engineering services for the PROJECT.

(l) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(m) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

(n) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to

be used in the design and construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blue prints of the plan-profile sheets when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the City Engineer and Consultant showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and

left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The Geotechnical and Materials Engineer shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300

tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to

be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four (4) concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one (1) at 7 days, and two (2) at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

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

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. Construction Phase Services – A sum not to exceed **$28,600.00 (Twenty-Eight Thousand Six Hundred Dollars and Zero Cents)** for construction services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the

work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

B. Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.

C. Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "B" and shall not exceed **$10,000.00 (Ten Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

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

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

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

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

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

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

(b) Comprehensive General Liability Insurance:

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

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

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

(c) Automobile Liability Insurance:

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

(d) Excess/Umbrella Liability Insurance

1) Providing following form coverage for Employer's Liability, Comprehensive

General Liability, and Automobile Liability.

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

(e) Certificate of Liability Insurance Endorsement Page

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

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

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

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

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

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

32. ANTI-DISCRIMINATION:

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

33. **GOVERNING LAW AND VENUE:**

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

34. INDEMNIFICATION:

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

STANDARD OF PERFORMANCE:

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

35. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: _____. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

GEOTECHNICAL ENGINEERING TESTING, INC.

By:_____

Print: Curt Doyle

Its: President

Address: 904 Butler Drive

Mobile, AL 36693

Telephone: 251-666-7197

STATE OF ALABAMA
CITY OF MOBILE

I, the undersigned, Notary Public in and for said County in said State, hereby certify that CURT DOYLE, whose name is signed to the foregoing instrument in the capacity of PRESIDENT of GEOTECHNICAL ENGINEERING TESTING, INC. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 21 day of MAY, 2024.

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

_____
NOTARY PUBLIC

My Commission Expires: 8/16/26

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

WESTERN BAYFRONT RESURFACING

Project No. 2024-3005-04

Source of Funding: C0914 – Capital Improvement Fund.

Construction Phase Services – Not to Exceed Amount - $28,600.00

Additional Services – Not to Exceed Amount - $10,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved: **$ 38,600.00**

EXHIBIT 'B':

FEE SCHEDULE AND SUMMARY OF HOURLY RATES

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$500.00
	b. Additional Mobilization – Outside 25 Miles		Special Quote
2.	Mobilization of ATV Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$750.00
	b. Outside 25 Miles		Special Quote
3.	Mobilization of Barge & Core Boring Equipment		Special Quote
4.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods		
	a. 0' – 50'		$17.50/LF
	b. 50' – 100'		$22.50/LF
	c. 100' – 150'		$30.00/LF
	d. 150' – 200'		$40.00/LF
	e. 200' +		Special Quote
5.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger		
	0' - 50'		$22.50/LF
6.	1 In or 2 In. PVC Observation Well		
	a. Sealed		Special Quote
	b. Unsealed		$12.50/LF
7.	Boring Abandonment		
	a. Bentonite Chips		$8.50/LF
	b. Bentonite & Cement Slurry		$16.00/LF
8.	SPT Samples Taken in Excess of One per 5 LF		
	a. 0' – 50'		$40.00/Ea
	b. 50' – 100'		$70.00/Ea
	c. 100' +		$120.00/Ea
9.	Rock Coring w/ Soil Boring Operations		$47.50/LF
		OR	$250.00/Hr
10.	Shelby Tube Samples Attempted (ASTM D 1587)		
	a. 0' – 50'		$70.00/Ea
	b. 50' – 100'		$100.00/Ea
	c. 100' +		$150.00/Ea
	d. Shelby Tube Provided to Client		$30.00/Ea
	e. Wax Tube Ends		$40.00/Tube

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2024

11.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	$275.00/Hr
12.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	$300.00/Hr
13.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	$600.00/Hr
14.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
15.	Casing of Borings w/ Pipe (4" OD Casing)	$17.50/LF
16.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)	$3.00/Mile
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Augering (5 Ft) and Penetrometer Testing (36 In) (DCP)	$150.00/Ea
24.	Hand Auger and Wildcat Testing (2-Man Crew - Portal to Portal)	$150.00/Hr
25.	Borings using Tripod Mounted Equipment	
	a. 3 – Man Crew and Equipment (Portal to Portal)	$300.00/Hr
	b. 4 – Man Crew and Equipment (Portal to Portal)	$350.00/Hr

Note: Field soils exploration services performed with a drill rig and crew are subject to a minimum fee of $2500.00.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2024

LABORATORY SOIL MECHANICS TESTS

CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	$100.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	$150.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	$275.00/Ea
8.	Specific Gravity Test (ASTM D 854)	$125.00/Ea
9.	Organic Content (ASTM D 2974)	$100.00/Ea
10.	Topsoil Test (ALDOT Method)	$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	$110.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	$420.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	$280.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	$140.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	$1200.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	$1,500.00/Ea
17.	Moisture Content & Unit Weight	$55.00/Ea
18.	Direct Shear Test a. Quick b. Consolidated = Drained	 $550.00/Ea $1650.00/Ea
19.	Remold Sample / Point	$30.00/Pt

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2024**

CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)	
	a. Set of One	$700.00/Ea
	b. Set of Two	$900.00/Ea
	c. Set of Three	$1100.00/Ea
	d. Set of Four	$1300.00/Ea
	e. Set of Six	$1700.00/Ea
	f. Set of Eight	$2100.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)	
	a. Set of One	$1100.00/Ea
	b. Set of Two	$1300.00/Ea
	c. Set of Three	$1500.00/Ea
	d. Set of Four	$1700.00/Ea
	e. Set of Six	$2100.00/Ea
	f. Set of Eight	$2500.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$150.00/Ea
	Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$300.00/Ea
24.	Bulk Specific Gravity/Absorption of Aggregate	$450.00/Ea
25.	Laboratory Vibrated Density	
	a. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$300.00/Ea
26.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt	$200.00/Pt
27.	Resilient Modulus, MR	$850.00/Ea

HYDRAULIC CONDUCTIVITY TESTS

28.	Hydraulic Conductivity Test – Flexible Wall Permeameter Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure Saturation and ASTM D 5084)	$400.00/Ea
29.	Hydraulic Conductivity Test with Rigid Wall Permeameter – Constant Falling Head (ASTM D 2424)	$250.00/Ea

CHEMICAL TESTS

30.	Soil or Water pH (ASTM D 4972 & 6 – 51)	$40.00/Ea
31.	Soil or Water Resistivity (ASTM G 57)	$100.00/Ea

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2024

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
	a. Technician Level I	$55.00/Hr
	b. Technician Level II	$62.50/Hr
	c. Technician Level III	$70.00/Hr
	d. Technician Level IV	$80.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$90.00/Hr
	g. Technician Supervisor	$100.00/Hr
	Note: Services performed after regular office hours (7:00 – 5:00) will be subject to overtime rates and/or a 4 hour minimum.	
2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of Concrete Test Cylinders (Including Mold)	$22.50/Ea
6.	Laboratory Curing "Hold" Concrete Test Cylinders (Including Mold)	$22.50/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	$140.00/Ea
8.	Laboratory Curing "Hold" Concrete Beams	$40.00/Ea
9.	Laboratory Curing, Testing and Reporting 4" x 4" x 6" Block Fill	$40.00/Ea
10.	Laboratory Curing "Hold" 4" x 4" x 6" Block Fill	$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2" x 2" Grout / Mortar Cubes	$30.00/Ea
12.	Laboratory Curing "Hold" 2" x 2" Grout / Mortar Cubes	$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	$100.00/Ea
16.	Gradation Analysis of Aggregates	$300.00/Ea
17.	Capping of Concrete Test Specimens	$20.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2024

18.	Coring of Asphaltic Cement	
	a. Cost of Core Barrel and Machine	$5.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Asphalt	$20.00/Ea
19.	Coring of Concrete	
	a. Cost of Core Barrel and Machine	$8.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Concrete	$30.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$150.00/Ea
	Cohesive Soils (SC, CL, CH)	$200.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Cohesive Soils (SC, CL, CH)	$275.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$300.00/Ea
24.	Laboratory Vibrated Density	
	b. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$275.00/Ea
25.	One Point Proctor Verification	
	a. Standard Proctor	$100.00/Pt
	b. Modified Proctor	$150.00/Pt
26.	Soil Classification Test	$200.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$120.00/Day
31.	Concrete Performance Analysis	Special Quote

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2024

32.	Instrumentation and Equipment		
	a.	Submeter GPS	$100.00/Day
	b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	$500.00/Day
	c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
	d.	Torque Wrench and Skidmore Device	$75.00/Day
	e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
	f.	Settlement Plates	Special Quote
	g.	Saximeter	$50.00/Day
	h.	Cylinder Molds	
		Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	$120.00/Ea
		Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	$120.00/Ea
	i.	Nuclear Density Gauge	$25.00/Day
	j.	Sand Cone Equipment & Field Scales	$100.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)		Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2024

ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	$200.00/Hr
	Special Services	$300.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	$180.00/Hr
	Special Services	$270.00/Hr
3.	Project Engineer – Licensed Professional Engineer	$160.00/Hr
	Special Services	$240.00/Hr
4.	Professional Engineer or Geologist	$140.00/Hr
5.	Staff Engineer or Geologist	$110.00/Hr
6.	Project Manager	$150.00/Hr
7.	Engineering Technician – Field and Office	
	a. Technician Level I	$55.00/Hr
	b. Technician Level II	$62.50/Hr
	c. Technician Level III	$70.00/Hr
	d. Technician Level IV	$80.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$90.00/Hr
	g. Technician Supervisor	$100.00/Hr
8.	Computer Processor / Draftsman	$80.00/Hr
9.	Typist and Reproduction Clerk	$60.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	$50.00 /Ea
15.	File Copies	
	a. Per Page	$0.20/Ea
	b. Reproduction Clerk Time Applies	

GEOTENG-01 PATRATWO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/9/2024

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

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

PRODUCER The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AXIS Surplus Insurance Company	26620
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	INSURER B : Middlesex Insurance Company	23434
	INSURER C : The Sheffield Group	
	INSURER D : Continental Casualty Company	20443
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EMP1900102505	5/22/2023	5/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2023	5/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMX2000054904	5/22/2023	5/22/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	41359-00	1/1/2024	12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			MCH591949859	5/22/2023	5/22/2024	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102505	5/22/2023	5/22/2024	Each claim $1M Aggre	2,000,000

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

Re: Project #2024-3005-04, Western Bayfront Resurfacing

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law.

Officers Excluded from Workers Compensation are as follows: Lynn C. Doyle II and Clayton B. Doyle. Workers Compensation Employers Liability Carrier for The Sheffield Fund is ACE American Insurance Company NAIC#35378, Limits the same, effective 01-01-2024 to 01-01-2025, Policy# HDO G71464064. See attached Dec Page.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GEOTENG-01 PATRATWO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Prewitt Group		Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

Worker's Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

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EMPLOYERS LIABILITY INSURANCE POLICY DECLARATIONS PAGE

Policy Number: HDO G71464064

Issuing Company: ACE American Insurance Company

1. The Insured: Each Insured Member of The Sheffield Fund

   Mailing address: Meadow Corporate Park
   900 Corporate Drive
   Birmingham, AL 35242:

2. The policy period is from January 1, 2024 to January 1, 2025 12:01 A.M. standard time at the insured's mailing address.

3. Employers Liability Insurance of the policy applies to work in each state listed in Item 3.A. The limits of our liability under this policy are:

   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. A. State: Alabama

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
   All information required below is subject to verification and change by audit.

POLICY NUMBER: HDO G71464064

FORMS AND ENDORSEMENTS

SCHEDULE OF NOTICES

Form No.	Description
ALL208871006	Chubb Producer Compensation Practices & Policies
ILP0010104	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders

SCHEDULE OF COVERAGE FORMS

Form No.	Description
MS-373336.20124	Employers Liability Insurance Policy

SCHEDULE OF ENDORSEMENTS

Endt. No.	Form No.	Description
1	CC1K11h0314	Signatures
2	All23684a0115	Cap On Losses From Certified Acts Of Terrorism
3	TRIA11e0115	Disclosure Pursuant To Terrorism Risk Insurance Act
4	ALL180571211	Notification Of Premium Adjustment
5	ALL211011106	Trade Or Economic Sanctions Endorsement

STATE OF ALABAMA

COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Curt Doyle (affiant) who, being duly sworn says as follows:

President/CEO of Geotechnical Engineering-Testing, Inc .

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Geotechnical Engineering-Testing, 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 Geotechnical Engineering-Testing, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 296114 .

CEO of Geotechnical Engineering-Testing, Inc.

Sworn to and subscribed before me this the 22 day of MAY , 2024.

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

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

EXHIBIT 'D':

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OR

REQUEST OF WAIVER OF DBE GOAL

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

City of Mobile
Engineering Department

Attn: Jake Clements

Re: Project – WESTERN BAYFRONT RESURFACING
Project No. – **2024-3005-04**

Dear Mr. Clements:

Geotechnical Engineering-Testing, Inc. (GET) requests a waiver of the disadvantaged business enterprise (DBE) Goal as it relates to the responsibilities of the Testing Laboratory for this project that are covered in this contract. The scope of work under this contract is primarily limited to the testing activities that will be performed by a single technician with some minor oversight by the firm's engineering and management staff.

There are no tasks associated with this project that could easily by separated from those performed by GET personnel for the utilization of a DBE firm.

Please contact Curt Doyle, P.E. if there are any questions.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
President/Principal Engineer

904 Butler Drive • Mobile, Alabama 36693 • 251.666.7197
www.geoengr.com

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-04 Current Date 5 /10 /24

Project Description Western Bayfront Resurfacing

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

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

Geotechnical Engineering-Testing, Inc. (GET) requests a waiver of the disadvantaged business enterprise (DBE) Goal as it relates to the responsibilities of the Testing Laboratory for this project that are covered in this contract. The scope of work under this contract is primarily limited to the testing activities that will be performed by a single technician with some minor oversight by the firm's engineering and management staff.

There are no tasks associated with this project that could easily by separated from those performed by GET personnel for the utilization of a DBE firm.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 5/10/2024 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Archnique Kidd, Supplier Diversity Manager
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 05/14/2024 (Date)

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Jennifer Greene, Director of Programs and Project Management
Jasmine Washington, CIP Manager

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is an Agreement between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform services that assist the City with the execution of requirements for the continued implementation of eBuilder for the capital improvement program. The length of this agreement is 1 year. The work from OnIndus has been visible through the assistance they have provided to multiple municipalities in 36 years of managing and overseeing capital project technology. Through the work of this contract, OnIndus will be helping our team achieve the next level of implementation, which includes Data Migration, Financial Integration, Process Designs, Dashboarding, and Training and Adoption support for the internal team and vendors.

Amount of Contract:

$200,125.00

Effective Date of Contract:

5/21/2024

Funding Source

Project # N/A
Discretionary Funds N/A
Project String 10042045 42200
Contract Number:N/A
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	5/16/2024
Resolution	Resolution Letter	5/16/2024

Contract	Backup Material	5/16/2024
Scope of Work	Backup Material	5/16/2024
Insurance	Backup Material	5/16/2024
E-Verify	Backup Material	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	5/16/2024 - 12:17 PM
Accounting	Angle, Laura	Approved	5/16/2024 - 3:21 PM
Legal	Kern, Chris	Approved	5/16/2024 - 4:19 PM
Legal	Kern, Chris	Approved	5/16/2024 - 4:19 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:20 PM

May 16, 2024

To Whom It May Concern:

Attached to this memo is an Agreement between SPV Associates Inc, DBA OnIndus and the City of Mobile, enabling OnIndus to perform services that assist the City with the execution of requirements for the continued implementation of eBuilder for the capital improvement program. The length of this agreement is 1 year.

The work from OnIndus has been visible through the assistance they have provided to multiple municipalities in 36 years of managing and overseeing capital project technology. Through the work of this contract, OnIndus will be helping our team achieve the next level of implementation, which includes Data Migration, Financial Integration, Process Designs, Dashboarding, and Training and Adoption support for the internal team and vendors.

We look forward to continued communication on this important initiative. Please call or email either Jennifer Greene or Jasmine Washington with questions.

Jennifer Greene 251-208-7199 or jennifer.greene@cityofmobile.org
Jasmine Washington 251-208-7043 or jasmine.washington@cityofmobile.org

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

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 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 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: SPV ASSOCIATES INC. (DBA OnIndus)

Project Name: CIP CONSULTANT FOR EBUILDER

Project Number: 2024-2045-03

Amount: $200,125.00

Adopted:

_____

City Clerk

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

This Agreement made and entered into this _____,

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

And the Consultant: SPV Associates Inc. DBA OnIndus
5800 Wind Drift Lane
Boca Raton, Fl 33433

For the following Project: eBuilder design, configuration, migration, and integration services

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

1.1 The Consultant's services consist of eBuilder configuration and integration services for the management of capital projects and programs as described herewith for a contract sum of **Two Hundred Thousand One Hundred Twenty Five Dollars ($200,125.00).**

1.2 The Consultant's services shall not exceed **Two Hundred Thousand One Hundred Twenty Five Dollars ($200,125.00).**

1.3 The Consultant's services shall be as stated in the attached Scope of services as accepted by the City of Mobile, and dated March 27, 2024. The contract term shall extend from date of complete execution until May 1, 2025.

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

2.0 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 Programs and Project Management or the Director's designated representative.

2.2 CONSULTANT IN CHARGE

Individual: Bret Elam
Firm Name: SPV Associates Inc. DBA OnIndus
Address: 5800 Wind Drift Lane
Boca Raton, Fl 33433
Phone Number: 251-666-2766

3.0 GENERAL REQUIREMENTS

3.1 The Consultant shall complete performance as indicated in the project timeline attached.

3.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.4 The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract a correctly executed Certificate of Liability Insurance with required endorsements.

3.5 Payment will be made to the Consultant monthly upon receipt of invoices, billed at the end of the month Net30, as specified in the scope.

4.0 INDEMNIFICATION. Consultant 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 limitations, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Consultant'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. Consultant agrees it is not a

design professional within the meaning and application of Acts of Alabama 2021-318, or subsequent codifications thereof.

5.0 CONTRACT DOCUMENTS. The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in 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. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated March 27, 2021 – 8 Pages
2. This Instrument (Agreement) – 8 Pages
3. E-Verify Documentation
4. Certificate of Insurance and Endorsements

6.0 GOVERNING LAW. 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 Mobile, Alabama.

7.0 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.

8.0 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 contract be awarded to socially and economically disadvantaged individuals and business entities.

9.0 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.

10.0 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES By signing this contract, the Consultant further

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

11.0 Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant 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.

12.0 Consultant, 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 Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

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

14.0 **TERMINATION.** The Consultant agrees that upon violation of any of the covenants and agreements herein contained, and on account of any act or omission or commission of the Consultant, the City may, at its option, immediately terminate and cancel this Agreement. This Agreement may also be terminated by City at any time without cause by submitting a written notice to Consultant fifteen (15) days in advance of the date on which the agreement is to be terminated. Upon such termination, the Consultant shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the actual work performed bears to the total work otherwise required hereunder.

15.0 **NOTICES.** All notices, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

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

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

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

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

OWNER: City of Mobile

William S. Stimpson, Mayor

CONSULTANT:
SPV Associates Inc DBA OnIndus

Sidharth Shah, President

ATTEST:

City Clerk

STATE OF Florida
COUNTY OF Palm Beach

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sidharth Shah, whose name as President of SPV Associates, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said state agency.

GIVEN under my hand and notary seal on this the 1st day of May. 2024.

NOTARY PUBLIC, STATE OF Florida
My Commission Expires: 04/16/2027

ARLIZ GOMEZ
Notary Public - State of Florida
Commission # HH 386914
My Comm. Expires Apr 16, 2027

Exhibit 1

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

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

B. Workers' Compensation/Employer's Liability:

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

2. Employer's Liability with limits of not less than: Bodily Injury by Accident $1,000,000 each accident Bodily Injury by Disease $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each employee

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

C. 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.

D. Automobile Liability Insurance:

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

E. 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.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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 professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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 10days for non-payment) prior written notice thereof to the City of Mobile.

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.

March 27, 2024

Schedule A (Description of Services)

1. Objective

The objective of this proposal is to continue to design, configure, and train the City of Mobile's Capital Project Team.

2. Summary of Scope of Work

The completion of this scope will increase the operational effectiveness of the City of Mobile's capital program. The result will be digitized processes and a more proactive approach to capital project execution. Key positive impact areas include:

- Design, development, and deployment of additional processes
- Integration from Munis to e-Builder
- Dashboard requirements, design, and delivery
- Ongoing system support

Customer Initials:

3. Scope of Work

A. Develop a solution for tracking multiple Munis Projects into a single eBuilder Project.

B. Create upgrade from one-way integration to bi-directional integration within e-Builder, Novis Works, and Munis.

C. Update cost process,(4) including Contract PO Approvals, Change Order, Invoice Approval, and Budget Approval/Amendment, and create (5) additional mail merges

D. Develop Earned Value Data Analytics Dashboard in Power BI

E. Develop, configure, and implement new Project Closeout Process

F. Develop, configure, and implement new Vendor Management/User Management Process

G. Conduct weekly (2 hours) training sessions for eB Admins

H. Provide ongoing system support and training

I. Update existing Pay Application Process to include SOVs and DocuSign or Adobe Sign

J. Contingency (10%)

K. Project/Program Management (15%)

Customer Initials:

4. Investment

OnIndus services provided will be at the following competitive market rates:

STEP	HOURS	BUDGET
Develop solution for tracking multiple Munis Projects into a single eBuilder Project	95	
Create upgrade from one-way integration to bi-directional integration within e-Builder, Novis Works and Munis	320	
Update cost processes (4), including Contract/PO Approvals, Change Order, Invoice Approval, Budget Approval/Amendment and create additional (5) mail merges	70	
Develop Earned Value Data Analytics Dashboard in Power BI for additional city employees	160	
Develop, configure, and implement new Project Closeout Process	50	
Develop, configure, and implement new Vendor Management/User Management Process	40	
Conduct weekly (2 hour) training sessions for eB Admins	99	
Provide ongoing system support and training	135	
Update existing Pay Application Process to include SOV's and DocuSign or Adobe Sign	45	
Contingency (10%)	101	
Project/Program Management (15%)	152	
Sub Total	**1268**	**$190,125.00**
Estimated Travel		**$10,000.00**
Total Budget	**1268**	**$200,125.00**

Customer Initials:

Cost

a. Hours in this Engagement: 1268 Hrs
b. Time frame: 2/1/24-1/25/2025 (approximately)
c. Total Consulting Budget: $ 190,125.00
d. Estimated Travel: $10,000 NTE
e. Potential Resources
    i. Project Manager
    ii. e-Builder Specialist
    iii. Business Analyst
    iv. Power BI Specialist
f. Most of the work will be delivered remotely.
g. However, there may be a need to travel to deliver in person training with a budget of $10,000 NTE. OnIndus will bill travel on actuals with receipts.

Payment Terms

h. Billed Monthly, at the end of the month, NET30
i. Hourly Report Provided With Billing, Itemizing Resource Hours, and Task Performed

Customer Initials:

5. Project Timeline

Phase 3

	Phase 3 Timeline	Priority	Start	Delivery	February	March	April	May	June	July	August	September	October	November	December	January
1	**Bi-directional integrations with e-Builder, Novis Works & Munis** *Bi-directional integrations will help fluidity between the two systems and ensure information is correct between the two...*	Highest	5/1/24	12/15/24												
2	**Solution for tracking multiple Munis Projects to one eBuilder Project in integration** *Identify and link multiple eB projects within a single Munis Project/Program*	High	5/1/24	8/31/24												
3	**Pay Application Process / Adobe Sign**	High	6/1/24	9/30/24												
4	**Process Updates - Specifically CO's, Contract Approvals, additional mail merges will be needed** *Cost processes will need to be updated after one-way integration is complete*	High	9/1/24	12/31/24												
5	**Earned Value - Data Analytics (Power BI Dashboards for Management / Other City Employees)** *Tracks progress for informed decisions about resource and buget allocations, and assesses the health of the project.*	High	8/1/24	12/31/24												
6	**Vendor Management Process** *The process will address issues requessting and creating new vendors in e-builder and Munuis.*	High	6/1/24	9/30/24												
7	**Project Closeout process** *The process will ensure that all contracts and PO's are closed out iand will automatically change the project status from active to complete.*	High	9/1/24	12/31/24												
8	**Weekly Training Sessions for eB Admins** *2 hour weekly training sessions for all City of Mobile eB Admins*	High	2/1/24	1/31/25												
9	**Provide ongoing system support and training** *Office hours to provide additional support in eBuilder for internal COM users and additional training sessions to help increase attendee...*	High	2/1/24	1/31/25												

Customer Initials:

6. Assumptions

For Successful completion of the projects, we assume the following to be true.

- The City of Mobile team will provide inputs in a timely manner and assist in validating the solution.
- The City of Mobile team will provide access to the e-Builder System to do necessary configuration and training.
- Weekly update meetings will be rescheduled and require the participation of stakeholders from both OnIndus and City of Mobile to confirm the current project status.
- Availability of key stakeholders to support the implementation of the project.
- Unless stated in section 3 of this document, all other items are considered out of scope. Changes to the scope of work will be documented and agreed upon mutually with cost and time impact factors provided in writing.
- OnIndus resources will support the project by being onsite and remote as required.
- All data and information shared is confidential and proprietary and shall not be distributed or shared with other 3rd parties without mutual consent.

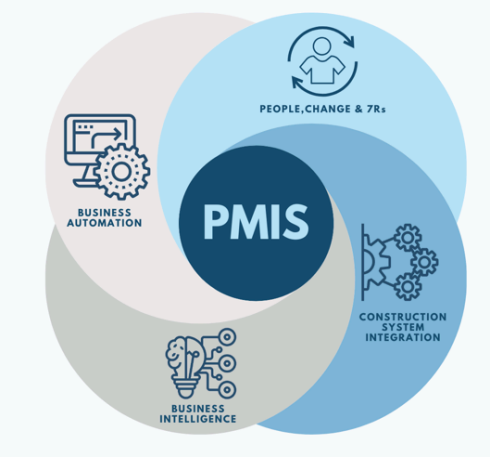
Customer Initials:

7. About OnIndus

Who We Are:

- Experts with more than 70 years of collective Project Control Systems
- Practitioners from different spheres of the Construction Industry
- Agile and Customer Focused
- Successful in Harnessing Power of Technology
- Turning Data into Information and Actionable Insights
- Delivering your Projects Successfully

A Trusted Partner That Understands Your Business



OnIndus is composed of industry experts with over 70 years of managing and overseeing capital project technology imperative to any program's success. With vast exposure to the marketplace, the team has observed, developed, and executed best-in-class business automation processes, system integration, change management, and business intelligence. The entire team delivers on 35 years of Project Controls Enterprise Systems experience and 80 years of emerging technology experience.

Working across an organization and in multiple industries, OnIndus allows owners to realize the return on investment expected from their PMIS, like eBuilder, faster, and more efficiently than before, avoiding risk and improving performance and on-time delivery.

Customer Initials:

The OnIndus team understands the specific business needs of your organization. We provide end to end support to your organization, including:

- reporting requirements of leadership and key stakeholders,
- coordination of training and daily tasks – day-to-day and admin activities, and
- unique needs of your configuration.

We document the processes internal to your team that interface with e-Builder, integrations with other systems, and any additional systems that your teams may use to deliver your services. We are confident that we can understand the challenges and issues that your teams may be experiencing and work to develop the best solutions.

- Internal Business Process experts (the People and the interactions between Departments
- Change Management execution Focused - We handle the Communication, Training, and ROI.
- Reporting Experts - Use your Data at the highest levels and drive adoption.
- Data integration Experts - Reduce Duplicate entry.
- Experts in PMIS Software - We can configure precisely how you need it.

Customer Initials:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

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:	Benjamin Levenson		
Technology Insurance Associates InsureYourCompany.com/Techsmart Insurance Agency 225 Gordons Corner Road 2B Manalapan NJ 07726	PHONE (A/C, No, Ext):	(888) 242-4675	FAX (A/C, No):	(732) 862-1177
	E-MAIL ADDRESS:	Ben@insureyourcompany.com		

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Twin City Fire Insurance Co	29459
INSURER B :	Hartford Casualty Insurance Co	29424
INSURER C :	Hartford Casualty Insurance Co	29424
INSURER D :	LLoyds of London	15792
INSURER E :		
INSURER F :		

INSURED
SPV Associates Inc DBA OnIndus
5800 Wind Drift Lane
Boca Raton FL 33433

COVERAGES **CERTIFICATE NUMBER:** 199533 **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:	X	X	13SBMNZ4863	08/21/2023	08/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $	2,000,000 1,000,000 10,000 2,000,000 4,000,000 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	13SBMNZ4863	08/21/2023	08/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $	2,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	13SBMNZ4863	08/21/2023	08/21/2024	EACH OCCURRENCE AGGREGATE 	$ $ $	3,000,000 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	13WECAB9MBI	08/21/2023	08/21/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	Professional Liability/ E & O			13SBMNZ4863	08/21/2023	08/21/2024	$1,000,000 Per Claim / $2,000,000 Aggregate		
A	Retroactive Date			13SBMNZ4863	08/21/2018	08/21/2018	/ $000		
C	3rd Party Fidelity Crime Bond			13TP0388880	05/25/2023	05/25/2024	$2,000,000 Limit / $2,000,000 Aggregate		
D	First Party Cyber Coverage			CEL-PCYB-2400008	02/02/2024	02/02/2025	$3,000,000 Limit / $3,000,000 Aggregate		

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

Certificate holder named as additional insured only if required by written contract. Coverage subject to policy terms and conditions.

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

Benjamin Levenson

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E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1337197

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and SPV Associates Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

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

Company ID Number: 1337197

Approved by:

Employer SPV Associates Inc.	
Name (Please Type or Print) Handa Vikas	**Title**
Signature Electronically Signed	**Date** 08/29/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 08/29/2018

Company ID Number: 1337197

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	SPV Associates Inc.
Company Facility Address	5800 Wind Drift Ln Boca Raton, FL 33433
Company Alternate Address	10909 Emerald Wood Dr Huntersville, NC 28078
County or Parish	PALM BEACH
Employer Identification Number	831641963
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1
NY	1

Company ID Number: 1337197

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Vikas Handa
Phone Number	7049043673
Fax	
Email	vhanda02@gmail.com

Name	Sidharth Shah
Phone Number	2405352204
Fax	
Email	sid.pmit@gmail.com

Name	Handa Vikas
Phone Number	7049043673
Fax	
Email	vhanda02@gmail.com

Company ID Number: 1337197

This list represents the first 20 Program Administrators listed for this company.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Casi Callaway, Chief Resilience Officer

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize contract with The Peninsula of Mobile, Inc. in the amount of $30,000.00 for work as outlined in the FY23 Hurricane Response Debris Removal Grant.

Amount of Contract:

$30,000.00

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	5/14/2024
Professional Services Contract	Backup Material	5/14/2024
Previously Approved Resolution for Grant Application	Backup Material	5/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	5/16/2024 - 3:21 PM
Legal	Kern, Chris	Approved	5/16/2024 - 4:24 PM
			5/16/2024 - 4:24

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:23 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with The Peninsula of Mobile, Inc., in an amount of $30,000.00 for the FY23 Hurricane Response Debris Removal Grant Program, 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

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT (hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **THE PENINSULA OF MOBILE, INC.** a non-profit organization and existing under the laws of the State of Alabama (hereinafter "Contractor"), agree as follows:

WHEREAS, the City submitted an application to the National Fish and Wildlife Foundation in support of the FY23 Hurricane Response Debris Removal Program and was awarded a grant in the amount of $463,441.00 which will be used for education outreach and removal of derelict vessels and marine debris. The grant requires a local match in the amount of $105,663.36.00 to be paid by the City of Mobile; and

WHEREAS, The Peninsula of Mobile, a 501(c)(3) environmental non-profit organization dedicated to the economic redevelopment of Mobile's coastal community based on sustaining the sensitive environment that surrounds the Peninsula, including the Dog River Watershed and Mobile Bay. The Peninsula of Mobile will execute a public outreach and education campaign on securing boats during storms, and engage volunteers from the project community to assist with public education and litter removal; and

WHEREAS, this contract evidences the intent of the City and Contractor to cooperate in the execution of this project, which will be administered by the City of Mobile Office of Grants Management, with the City of Mobile Resilience Office working with the Contractor on the performance of the approved grant activities,

NOW, THEREFORE,

WITNESSETH:

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

1. City hereby agrees to pay the Contractor, per the specification of the grant guidelines, a sum not to exceed THIRTY THOUSAND DOLLARS AND NO/100 ($30,000.00) to directly provide the services listed in the Statement of Work in support of the grant received from the National Fish and Wildlife Foundation, payable for the period from the execution of this Agreement to the end of the expiration of the grant period, December 31, 2026, unless amended or extended by the City of Mobile, or the National Fish and Wildlife Foundation. Payments shall result from written requests submitted monthly to the City and which invoices shall reflect an amount of compensation based on work accomplished and completion of the scope of the tasks agreed to and listed in the attached Budget (Attachment B).

2. The Contractor agrees to perform education and outreach services as outlined in the Statement of Work (Attachment A) which is considered necessary and pertinent to the completion of the National Fish and Wildlife (NFWF) FY23 Hurricane Response Debris Removal Fund Grant requirements.

3. The contract documents consist of this Agreement, Statement of Work for the PENINSULA OF MOBILE, Inc. (Attachment A), as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully apart of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

a. This Instrument (Agreement) – 7 pages
b. Statement of Work as approved by National Fish and Wildlife Foundation Attachment A)
c. Copy of the Budget approved by the National Fish and Wildlife Foundation and included in the Federal Subgrant Agreement, Grant Number: 0319.23.076994 (Attachment B)

4. 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 venture 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.

5. 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, therefore.

6. 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 prior written consent of the City, which such consent shall be granted or denied solely at City's discretion.

7. 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.

8. 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. 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.

9. Contractor agrees and understands that the funding of this Agreement is dependent upon federal grant funding provided to the City of Mobile. Any subsequent decrease in grant funding after said award may also result, in the City's sole discretion, in a proportionate decrease in funding available for City tasking to Contractor, and this Agreement may be declared null and void and no liability shall accrue to any party hereto. The City agrees that it will provide Contactor no less than 10 days written notice of any such decrease in grant funding, and that it will provide Contractor with no less than 10 days written notice of any decision to declare this Agreement null and void as the result of any such decrease in grant funding, as well as that the City will pay for any services delivered and invoiced by Contractor as of the date of any such declaration.

10. Contractor agrees that the City, at its sole discretion, may terminate and cancel this Agreement for any reason other than a decrease in federal funding as described in Paragraph 9 of this Agreement, by giving 60 days written advance notice to the Contractor. Upon termination, the City shall only pay for those services rendered and invoiced as of the time of the date of termination. 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. The City likewise agrees that Contractor, at is sole discretion, may terminate and cancel this agreement by giving 60 days written notice to the City.

11. 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. Contractor shall further comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

12. 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 covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

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

13. Contractor its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims arising from Contractor's negligent and/or wrongful acts or any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives arising from contractors negligent and/or wrongful acts and/or its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law. Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

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

City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

Laura Angle
Grants Compliance Manager
Post Office Box 1827
Mobile, AL 36633-1827

Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor:

THE PENINSULA OF MOBILE, Inc.
P.O. Box 501134
Mobile, AL 36605

15. 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.

16. 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.

17. 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.

18. The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

19. 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.

20. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration laws 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.

21. 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.

22. Funding for this contract come in whole or part through federal government grant programs, which require these additional contractual terms:

a. The Contractor agrees to comply with any City requests for information related any City or government audit of Contractor's performance and financial records related to this agreement.

b. Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

c. During the performance of this contract:
(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(vii) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(viii) Contractor agrees to follow the "Americans with Disabilities" Act of 1990
(ix) The Contractor will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

d. Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

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

Contractor, THE PENINSULA OF MOBILE, INC.

BY _____ Date: 5-10-2024
Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

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

Given under my hand this the 10 day of May, 2024.

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public
Alabama State At Large
My Commission Expires 10/26/26

CITY OF MOBILE, A Municipal Corporation

BY_____ **Date:**_____
William S. Stimpson, Mayor

ATTEST:

BY_____
Its City Clerk

EXHIBTS A Statement of Work
B Budget and Unit Rates
C Insurance

EXHIBIT A

STATEMENT OF WORK

THE PENINSULA OF MOBILE, Inc. (CONTRACTOR) will:

1. Engage Peninsula members and volunteers to assist with two (2) clean-ups on Dog River, each year of the two-year grant for a total of four (4) cleanups.
2. Outreach to Peninsula members, subscribers, and contacts at local marinas and yacht clubs.
3. Participate in planned media exposure and public service announcements.
4. Disseminate approved social media flyers/branding on Peninsula outlets.
5. Assist with distributing/replacing "no anchoring" signage throughout the Dog River Watershed at a minimum of five (5) locations.
6. Coordinate with the City of Mobile's communications department prior to scheduling any media and or Public Service Announcements.

EXHIBIT B

BUDGET & UNIT RATES

DESCRIPTION	LOCATION	SCHEDULE	AMOUNT
Outreach and education campaign and cleanups	Dog River	Year 1	$15,000
Outreach and education campaign and cleanups	Dog River and Fowl River	Year 2	$15,000

EXHIBIT C

INSURANCE

PENIOFM-01 ASHEFFIELD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2024

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Angela Sheffield PHONE (A/C, No, Ext): (251) 643-7028 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS: angela@thamesbatre.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity — 18058
INSURED The Peninsula of Mobile PO Box 501134 Mobile, AL 36605	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	PHPK2633413	1/31/2024	1/31/2025	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	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						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)

General Liability:

Additional Insured provision applies with respect to General Liability as per form PI-GLD-HS (10/11), if required by written contract.
Waiver of Subrogation provision applies with respect to General Liability as per form PI-GLD-HS (10/11), if required by written contract.

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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31-1217 **2023**

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to accept and receive grant assistance in the amount of $463.441.00 from the Hurricane Response Marine Debris Removal Fund awarded through a partnership between National Fish and Wildlife Foundation (NFWF) and the National Oceanic and Atmospheric Administration (NOAA). There is a match requirement that will leverage funds received from the DHS FY 2021 Port Security Grant.

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, NOAA, or DHS/FEMA. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of $105,663.36 in DHS FY21 Port Security Grant funds that will be used to cover the cost of overtime for MPD Dive Team members to remove the derelict vessels and marine debris.

Adopted: NOV - 8 2023

ASSISTANT City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Daniel Davis, Risk Manager

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract, then month-to-month indefinitely, with University of South Alabama, USA Health HCA Industrial Medicine Clinic LLC, for City employee physical exams and vaccinations.
General fund.

Amount of Contract:

As needed NTE $100K per year

Funding Source

Project #	**Discretionary Funds**
Project String 1004.1530&1510.44020	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 Agenda Package USA Health	Cover Memo	5/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Collins, Scott	Approved	5/23/2024 - 9:32 AM
Legal	Kern, Chris	Approved	5/23/2024 - 12:23 PM
Legal	Kern, Chris	Approved	5/23/2024 - 12:23 PM

Mayors Office	Barber, James	Approved	5/23/2024 - 1:28 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 University of South Alabama, USA Health HCA Industrial Medicine Clinic, LLC, to provide City employee physical exams and vaccinations, for three years, then month-to-month, without further approval required by Council, in an amount as needed not to exceed $100,000.00 per year, 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

Professional Services Contract
City of Mobile

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and University of South Alabama, an Alabama public body corporate, on behalf of itself and its affiliated entities, including the University of South Alabama Health Care Authority and USA Health HCA Industrial Medicine Clinic, LLC("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of industrial medicine.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

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

1. SCOPE OF WORK: The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to provide employee and prospective employee physical examinations, substance testing, base-line occupational testing, laboratory testing, and vaccines, as described in Exhibit A.

2. TERM: The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for a period of three years. At the completion of the three--year period, upon the mutual consent of both parties, the contract may be presumed to continue on a month-to-month basis with all provisions of the contract remaining in force.

3. COMPENSATION: Service Provider's fees are as described in **Exhibit A**. The City hereby agrees to pay the Service Provider for work tasked and performed to the satisfaction of the City Project Manager according to the fee schedule and payment terms attached in **Exhibit A.** Service Provider will submit invoices to the City itemizing work done subject to the invoice. The total amount of services provided by and compensation paid to Service Provider under this contract will not exceed $100,000 per year unless specifically authorized in writing by the City Project Manager and Service Provider.

4. INVOICE: The Service Provider shall submit monthly invoices for services provided in the previous month. All invoices are subject to review and approval by the City for receipt of the services invoices before payment.

5. CONFIDENTIALITY: Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or after the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. RIGHTS IN DATA: All right, title and interest in and to the work products provided by Service Provider 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 Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. INSURANCE REQUIREMENTS: USA shall maintain the following Insurance during the life of the contract at the following minimum policy amounts. The insurance policies shall be primary and non-contributory in relation to any other insurance available to the City. USA will not change or terminate the policies without the written consent of the City, and will not do anything to cause any of the insurance to be invalidated in whole or in part. The issuing insurer will provide 30-days written notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

The following minimum amounts of insurance will be maintained for the duration of the contract:

a. Workers Compensation- Statutory- amount and coverage as required by the State of Alabama

b. Commercial General Liability Insurance (CGL): Policy limits for CGL must be at least $1,000,000 per occurrence and general aggregate, and the CGL policy must be an occurrence-based policy with Products-Completed Operations Hazard coverage as well as a "Separated of Insureds" provision. Said CGL policy also shall not contain a "Cross Suits Exclusion" provision. The general aggregate limit shall be on a per project basis (not a per policy basis).

c. Comprehensive - Automobile Liability insurance including owned, non-owned, and hired vehicles. Limits of $1,000,000 combined single limit covering "Any Auto" utilized by the Vendor, its agents, servants, or employees in any way for its work under this Contract. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum, owned, non-owned, and hired vehicles.

d. Malpractice – USA shall maintain statutory medical malpractice insurance.

Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any

condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. INDEMNITY: To the extent, if any, permitted by Alabama law, Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

9. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

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

11. VENUE/JURISDICTION: The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

The Service Provider hereby stipulates, confirms and agrees that Service Provider is not a 'design professional' as defined in § 41-9A-3, Ala. Code (1975).

12. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall

be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.

14. FORCE MAJEURE: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extend and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.

15. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.

16. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

17. TERMINATION: Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services rendered. 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. The Service Provider may terminate the contract upon sixty (60) days written notice.

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

19. SERVICE PROVIDER. The University of South Alabama, on behalf of itself and its affiliated entities, including the University of South Alabama Health Care Authority and USA Health HCA Industrial Medicine Clinic, LLC, is a public body corporate and as such, will not be bound to any Terms and Conditions of the Agreement if same are not in compliance with federal and state laws regarding state institution contracts. Any terms incorporated by reference requiring the University of South Alabama or any of its divisions to indemnify, hold harmless, or pay attorney fees will apply only to the extent allowed by law. The University of South Alabama and its divisions or affiliated entities will not be bound to any terms or terms incorporated requiring arbitration, limitation of liability or a governing law of any state other than Alabama.

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

Director of Risk Management
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

And to Service Provider via Certified Mail, return receipt requested:
USA Health
207 North Catherine St.
Mobile, AL36604
Attn: Chief Legal Counsel, Room 209

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 Service Provider by such duly authorized officers or individuals as may be required by law.

University of South Alabama, on behalf of itself and its affiliated entities, including University of South Alabama Health Care Authority and its USA Health HCA Industrial Medicine Clinic, LLC, Service Provider

BY: _____ Date: 5/2/24
Benny J. Stover

Its _____ (Title)
CFO/Contract Officer

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

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

KATHY PARKS HURST MY COMMISSION EXPIRES MAY 21, 2024 NOTARY PUBLIC STATE OF ALABAMA

Given under my hand this the 2nd day of May, 2024

_____
(Seal) Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
William S. Stimpson, Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibit: A Statement of Work
B Evidence Of Insurance

EXHIBIT A

STATEMENT OF WORK

A. General. Service Provider agrees to provide preventative and evaluative medical services, unrelated to Workers Compensation evaluations, for City of Mobile personnel upon request and referral by designated City employees. These services will include:

1. fitness-for-duty physical exams and exam reports,

2. new-hire physical exams and exam reports for Mobile Fire Rescue (MFRD) personnel compliant with National Fire Protection Association (NFPA) 1582 guidelines,

3. U.S. Department of Transportation medical exams as licensed/designated medical examiner for Commercial Driver's Licenses (CDL),

4. baseline and follow-on physical exams for employees subject to hazardous environments,

5. other specialty physical exams or fit testing,

6. delivery of required vaccines or minor treatment incident to the above services, and

7. associated records and reports related to examinations or treatment of City employees to further City of Mobile compliance with federal, state, and local regulations and the efficient management and assignment of City employees.

B. Professional Expertise. Service Provider is a professional medical services provider and is expected to possess and maintain the required professional certifications, experience, and proficiency to provide the services required. Service Provider is expected to maintain in-depth knowledge and required designations or certifications regarding medical assessments in accordance with the NFPA 1582 standards, Occupational Safety and Health (OSHA) standards, and DOT physical standards for CDLs. Service Provider shall comply with all regulatory patient privacy and safety requirements.

C. MFRD Baseline Exams: USA will provide baseline exams for MFRD personnel that will consist of the following services:

1. Review of lab results for specific known Fire Service cancer risks including testicular, prostate, skin, brain, rectum, stomach, bladder, and colon cancer, non-Hodgkin's lymphoma, multiple myeloma and malignant melanoma.

2. Individualized Health Risk Appraisal: Written feedback to uniformed personnel concerning health risks and health status is required following the annual examination. Reporting findings and risks and suggesting plans for modifying risks improves the physician-patient relationship and helps uniformed personnel claim ownership of their health status. Individualized health risk appraisals also must include questions that attempt to accurately measure the uniformed personnel's perception of their health. Health perception can be a useful indicator of potential problems.

3. Medical History Questionnaire: An initial pre-employment history questionnaire must be completed to provide baseline information with which to compare future medical concerns. Included in cost of physical exam.

4. Hands-on physical examination to include:

    a. Vital Signs - Head, Neck, Eyes, Ears, Nose, and Throat Cardiovascular Inspection, auscultation, percussion and palpation. Pulmonary - Inspection, auscultation, percussion and palpation. Gastrointestinal - Inspection, auscultation, percussion and palpation. Genitourinary - Hernia exam (Also, see cancer screening).
    b. Lymph Nodes: The examination of organ systems must be supplemented with an evaluation of lymph nodes in the cervical, auxiliary, and inguinal regions.
    c. Neurological: The neurologic exam for uniformed personnel must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).
    d. Musculoskeletal: Includes an overall assessment of range of motion (ROM) of all joints and back. Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.

5. Blood Analysis: Includes; CBC, Lipid w/Glucose, CMP, C-reactive protein and HbA1c. The following are components of the blood analysis. At a minimum, laboratory services must provide these components in their automated chemistry panel (aka SMAC 20/CMP) and complete blood count (CBC) protocols:

    a. C-Reactive Protein White Blood Cell Count Differential
    b. Red Blood Cell Count (Hematocrit) Platelet Count
    c. Liver Function Tests: Includes SGOT/AST, SGPT/ALT, LDH, Alkaline Phosphatase, and Bilirubin
    d. Lipid
    e. Triglycerides &Cholesterol: Includes: Total Cholesterol, Low Density Lipoprotein (LDL-C) level, High Density Lipoprotein (HDL-C) level, and Total Cholesterol/HDL Ratio
    f. Glucose

g. HbA1c
h. Blood Urea Nitrogen
i. Creatinine
j. Sodium
k. Potassium
l. Carbon Dioxide
m. Total Protein
n. Albumin
o. Calcium

6. Urinalysis

    a. Dip Stick: Includes pH, Glucose, Ketones, Protein, Blood, and Bilirubin
    b. Microscopic: Includes WBC, RBC, WBC Casts, RBC Casts, and Crystals
    c. Drug screening

7. Vision Tests/ Titmus: Assessment of vision must include evaluation of distance, near, peripheral, and color vision. Evaluate for common visual disorders.

8. Audiometric Hearing Test (Added after conversation)

9. Pulmonary (Spirogram) Includes OSHA Questionnaire and PFT

10. FIT Test Specific Mask Full Face (Added after conversation)

11. Chest X-Ray

12. Stress EKG with Vo2 value calculated

13. Oncology Screening Elements

    a. Prostate Specific Antigen (PSA)
    b. Fecal Occult Blood Testing
    c. Skin Exam

D. Fee Structure: USA will provide the following services for the City of Mobile at the following rates for the contract year. If specific tests or procedures not listed are recommended or requested, USA will provide City a price quote for City approval for those services in advance of service delivery.

1. Pre-Placement Physicals

a. Pre-Placement / APOST Physical	$65
b. Fire Fighter NFPA 1582 New Hire	$70
c. DOT Physical Pre/ Re Cert/ Crane Operator	$70
d. Fitness for Duty /Return to Duty Physical	$115

2. Substance Testing
    a. Non-Federal 10 Panel Test $68
    b. DOT Drug Test $68
    c. Rapid 10 Panel Drug Test $32
    d. Conformation of non-negatives (sendoff) $35
    e. 8 Panel Hair Test $85
    f. Alcohol (DOT and Non) $25

3. Base-Line Testing
    a. Audiogram $27
    b. Vision w/depth (Titmus) $18
    c. Jaeger Eye Exam $16
    d. Ishihara Eye Exam $15
    e. OSHA Respiratory Questionnaire $17
    f. Pulmonary Function Test (PFT) $38
    g. FIT Test (1 Mask) $37
    h. FIT Test (2 Mask) $57
    i. FIT Test (3 Mask) $87
    j. Chest X-Ray One View PA $57
    k. Chest X-Ray Two View PA & Lateral $92
    l. B Reader (X-Ray Overreads) $68
    m. Electrocardiogram (EKG) $58
    n. Stress Test $250

4. Lab Services
    a. Blood Sugar (finger stick) $12
    b. CBC w/Diff $24
    c. Chem Profile (CMP) $29
    d. UA Micro / Urinalysis $15
    e. Lipid w/Glucose $22
    f. Hemoglobin A1C $28
    g. PPD / TB Skin Test $15
    h. Quanti FERON (TB Gold) $185
    i. Stool and Ova Parasites $50
    j. Hepatitis Titer $30
    k. Varicella Titer $50
    l. MMR Titer $60

5. Vaccines
    a. Tdap $55
    b. Hepatitis A Vaccine Series (2 shot series)
    Initial / Six month $89 / shot
    c. Hepatitis B Vaccine Series (3 shot series)
    Initial / 30 days / Six month $78 / shot
    d. Twin Rix A&B Series (3 shot series)
        a. Initial / 30 days / Six month $129 / shot

e.	Varicella	$191
f.	Meningococcal	$170
g.	Polio	$46
h.	MMR	$102
i.	Typhoid	$86
j.	Rabies	$380
k.	Pneumococcal	$117

E. Manner of Service Delivery: Service Provider will provide service to the City at its Mobile office on both a walk-in and appointment basis. Service Provider will render services only to City employees or potential employees that City has specifically referred for service. Service Provider will render the specific service as requested by the City in an agreed upon referral process, which shall include a form of written request from or signed by a City "Designated Person" as identified below. Within 24 hours of service, Service Provider will provide a follow up report to the City documenting the services rendered under every referral. Service Provider will provide additional services only after consultation with and written direction by the City referring official. This requirement is not intended to limit the delivery of emergency or first-aid care, which care should be provided independent of this contract, and is to specifically be billed to the employee.

F. Billing/Payment: Service Provider shall invoice City monthly, itemizing the services rendered the previous month. All invoices shall be submitted to the referring City department, with a copy to:

Daniel Davis
Director of Risk Management, City of Mobile
PO Box 1827
Mobile, AL 36633-1827 or by email to daniel.davis@cityofmobile.org.

G. Patient Records: Patient records prepared for services rendered under this contract are to be securely retained by USA but remain property of the City of Mobile.

H. City of Mobile Designated Persons: The following persons are authorized to request, in writing, evaluations, services, and reports under this contract. This list may be adjusted by the Human Resources Director, Director of Risk Management, or Executive Director of Public Safety. Provision of services absent written direction of an authorized person or emergency may result in denial of payment:

a. Daniel Davis, Director of Risk Management, daniel.davis@cityofmobile.org, 251-208-7892.
b. Leslie Rey, Director of Human Resources, leslie@cityofmobile.org, 251-208-7832.
c. Charles Hines, MFRD Health and Safety Officer, hinesc@cityofmobile.org, 251-263-3987.

EXHIBIT B

Evidence of Insurance

VERIFICATION OF GENERAL LIABILITY COVERAGE

From: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 PHONE: (251) 460-6232 FAX: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	April 12, 2024
INSURED INDIVIDUAL:	USA Industrial Medicine Clinic
EFFECTIVE DATE OF COVERAGE:	October 1, 2023
COVERAGE EXPIRATION DATE:	September 30, 2024

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama General Liability Trust Fund.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital and USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama General Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the course and scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
GENERAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $1,000,000.00 ANNUAL AGGREGATE: $2,000,000.00

COMMENTS:

Coen Cook 04/12/24

Trust Fund Administrator Date

VERIFICATION OF Professional Liability Coverage

FROM: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 Phone: (251) 460-6232 Fax: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	**April 12, 2024**
Insured Individual:	**Ashley Hughes Jackson, CRNP**
Effective Date of Coverage:	**October 01, 2023**
COVERAGE EXPIRATION DATE:	**September 30, 2024**

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama Professional Liability Trust Fund. The Office of Risk Management maintains a database of lawsuits filed against individual protected parties.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital & USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama Professional Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
PROFESSIONAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $ 1,000,000.00 ANNUAL AGGREGATE: $3,000,000.00

COMMENTS:

Trust Fund Administrator — 4/12/24 Date

VERIFICATION OF Professional Liability Coverage

FROM: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 Phone: (251) 460-6232 Fax: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	**April 12, 2024**
Insured Individual:	**Tiffany Robinson, CRNP**
Effective Date of Coverage:	**October 01, 2023**
COVERAGE EXPIRATION DATE:	**September 30, 2024**

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama Professional Liability Trust Fund. The Office of Risk Management maintains a database of lawsuits filed against individual protected parties.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital & USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama Professional Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
PROFESSIONAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $ 1,000,000.00 ANNUAL AGGREGATE: $3,000,000.00

COMMENTS:

Trust Fund Administrator — Date: 4/12/24

VERIFICATION OF Professional Liability Coverage

FROM: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 Phone: (251) 460-6232 Fax: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	**April 12, 2024**
Insured Individual:	**Donald Herip, MD**
Effective Date of Coverage:	**October 01, 2023**
COVERAGE EXPIRATION DATE:	**September 30, 2024**

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama Professional Liability Trust Fund. The Office of Risk Management maintains a database of lawsuits filed against individual protected parties.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital & USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama Professional Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
PROFESSIONAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $ 1,000,000.00 ANNUAL AGGREGATE: $3,000,000.00

COMMENTS:

Trust Fund Administrator — Date: 4/12/24

VERIFICATION OF Professional Liability Coverage

FROM: University of South Alabama Office of Risk Management 650 Clinic Dr., TRP III, Suite 2400 Mobile, AL 36688 Phone: (251) 460-6232 Fax: (251) 460-6074	To: Don Rose City of Mobile Chief Procurement Officer/ADA Coordinator 205 Government Street Mobile, AL 36644 Donald.Rose@CityofMobile.org 251-208-7436

VERIFICATION DATE:	**April 12, 2024**
Insured Individual:	**Robert Ross, MD**
Effective Date of Coverage:	**October 01, 2023**
COVERAGE EXPIRATION DATE:	**September 30, 2024**

This verification is issued as a matter of information only and confers no rights upon the holder. This form does not amend, extend or alter the coverage afforded by the University of South Alabama Professional Liability Trust Fund. The Office of Risk Management maintains a database of lawsuits filed against individual protected parties.

TRUST PARTICIPANTS:
University of South Alabama, University of South Alabama Healthcare Management, LLC, (all locations including USA Medical Center, USA Children's & Women's Hospital & USA Health Providence Hospital) University of South Alabama Health Services Foundation, South Alabama Medical Science Foundation

TRUST COVERAGE SUMMARY:
This is to verify that the coverage provided by the University of South Alabama Professional Liability Trust Fund is applicable to the Participants named above **and their employees while acting within the scope of their duties for the Participants** for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification may be issued or may pertain. The coverage afforded is subject to all the terms, exclusions and conditions of the governing documents of the Trust.

TYPES OF INSURANCE	POLICY NUMBER	EFFECTIVE DATES	LIMITS CERTIFIED
PROFESSIONAL OCCURRENCE TYPE	TRUST FUND	AUTOMATICALLY RENEWS ON OCTOBER 1ST OF EACH YEAR	PER OCCURRENCE: $ 1,000,000.00 ANNUAL AGGREGATE: $3,000,000.00

COMMENTS:

Ben Cook 4/12/24

Trust Fund Administrator Date

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Nick Amberger, Director of Engineering and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide new underground service to Lavretta Park, as shown in yellow on attached drawing.

Amount of Contract:

N/A

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	5/21/2024
Easement	Exhibit	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	5/21/2024 - 1:23 PM
Legal	Kern, Chris	Approved	5/22/2024 - 4:15 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:29 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and 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 easement, to ALABAMA POWER COMPANY as set out in W.E. #A6554-06-AD24, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to Lavretta Park, as shown in yellow on attached drawing.

Adopted:

_____

City Clerk

APC NO. _____

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A6554-06-AD24

Parcel No. 28 05 15 4 004 051.000

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2024, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

W I T N E S S E T H:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows: As needed for installation of new underground facilities for a new commercial customer within City of Mobile property located at **4901 200 Parkway St. East, known as Lavretta Park, City of Mobile property, as shown in yellow on attached drawing.**

All that property in the Southeast Quarter (SE ¼) Section 15 Township 4 South, Range 2 West, being between Parkway Street East and Parkway Street West. The Property is further identified as Tax Parcel Number 2805154004051.000 in the property tax records in the office of the Revenue Commissioner of Mobile County, Alabama. Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655406AD24** marked as Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out.

NOW, THEREFORE,
In consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify, and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above-described work on the premises.

B. The said facilities shall be constructed, operated, and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications.

of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate, and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate, and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors, and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by **WILLIAM S. SIMPSON,** as its Mayor and attested by _____ _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the 1st day of MAY, 2024.

W.E. # A655406AD24

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

_____
It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

_____

By: _____
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, Erica Maize, a Notary Public, in and for said County in said State, hereby certify that BLAKE JARRETT, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 1st day of May, 2024.

ERICA C MAIZE
Notary Public
Alabama State at Large

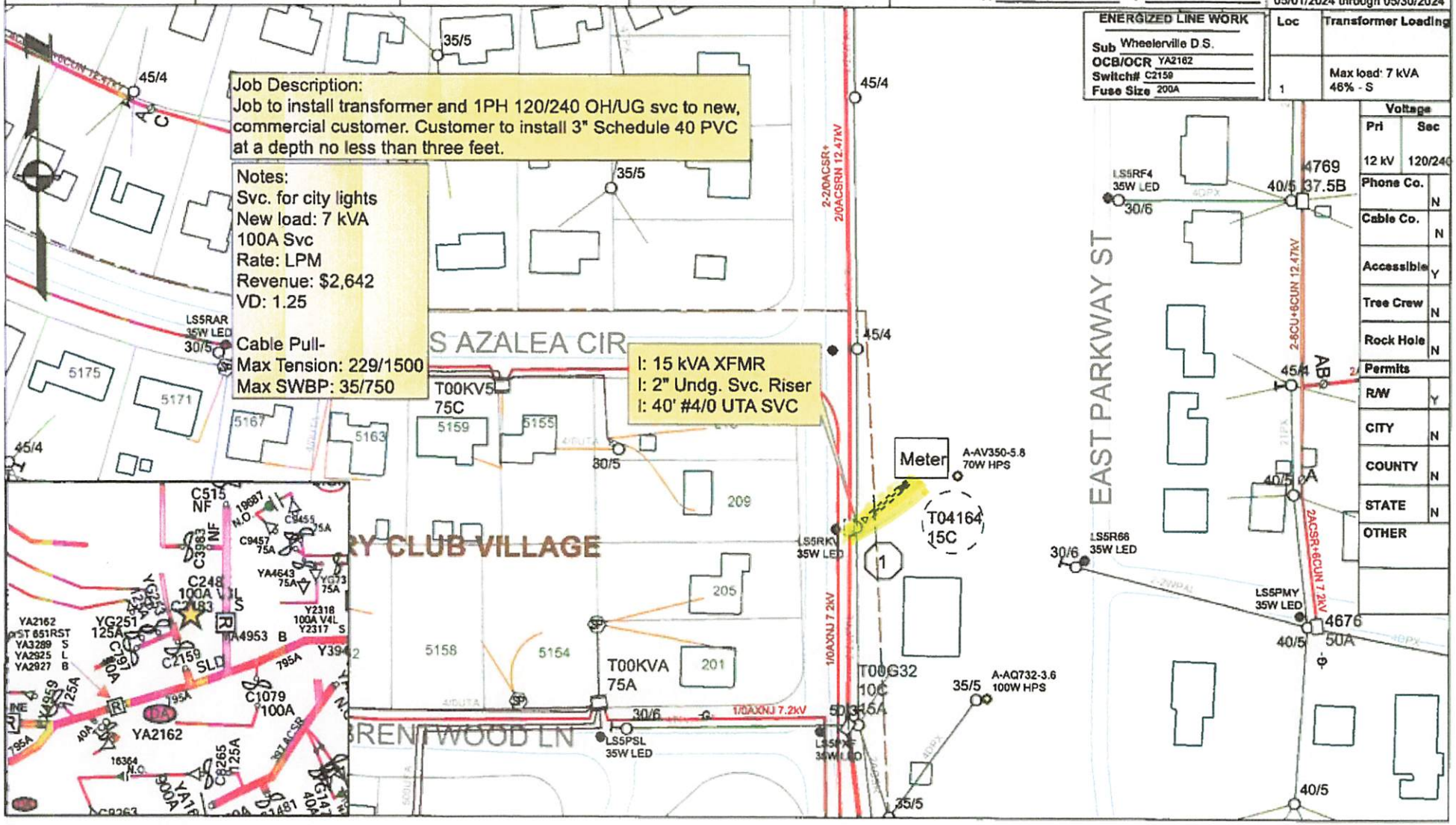
Erica Maize
Notary Public-State at Large
My Commission Expires: _____

My Commission Expires
August 11, 2025

"Exhibit A"

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E. Map Center UTM: 1275683 1142323 Map Center LatLon: 30.693293 -88.160771 1 inch = 67 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
City of Mobile	Lavretta Park	05/09/2024	Mobile	15	04S	02W	Jake Magnin 251-581-0017	A855406AD24
Division	**District**	**Town**	**UserID**	**Created:**	**Substation: Wheelerville D.S.**			**MISSALL#**
Mobile	Hillcrest	Mobile	jmagnin	4/26/2024	X- 27462 Y- C2159			241170062 05/01/2024 through 05/30/2024



AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize grant application to the Alabama Department of Transportation for the FY 2025 Transportation Alternatives Set-Aside Program (TAP) grant in the amount of $800,000.00 in support of the Three Mile Creek Greenway Trail project. There is a match requirement in the amount of $200,000.00 for a total project cost of $1,000,000.00.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $800,000.00 **Matching Funds** $200,000.00

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	5/21/2024
resolution	Cover Memo	5/28/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	5/23/2024 - 11:00 AM
Legal	Kern, Chris	Approved	5/23/2024 - 12:16 PM
Legal	Kern, Chris	Approved	5/23/2024 - 12:16 PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:27 PM

May 09, 2024

Dear Councilmembers:

The attached application is a request for additional funding to support the construction of Segment 2 of the Mobile Greenway Trail through the Alabama Department of Transportation (ALDOT) FY 2025 Transportation Alternatives Set-Aside Program. Funding provided by this grant will be used exclusively for the construction of the trail itself, therefore allowing for capital improvement dollars to be concentrated towards successful construction of two key railroad underpass structures within this project. The total amount of federal participating funding is $1,000,000.00, with $800,000.00 being federal dollars. A local match agreement in the amount of $200,000.00 will be funded with C0526.

The purpose of this project is to construct a 12' wide, ADA compliant multi-use paved trail within a series of segments to serve as a major east-west non-motorized corridor for Mobilians to experience safe outdoor recreation and alternative transportation along Three Mile Creek. A key connector within a larger network of trail segments – the Mobile Greenway Initiative - the central location of the project puts it within a mile of nearly 70,000 residents and will connect several neighborhoods to employers, education facilities, retail and commercial centers, healthcare facilities, churches, and parks along eighteen miles of trail.

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

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

31-499 2024

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA that the Mayor is authorized to accept from the Alabama Department of Transportation a FY2025 Transportation Alternatives Set-Aside Program Grant to the City of Mobile in the amount of $800,000 for Segment 2 of the Three Mile Creek Greenway Trail pending approval of the transfer of funds per Resolution 09-455.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Alabama Department of Transportation. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of matching funds in the amount of $200,000 for a total project cost of $1,000,000.00.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/28/2024

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 Rita Nelson as outlined in the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

5/28/2024

Funding Source

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

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 - Nelson	Resolution Letter	5/17/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	5/17/2024 - 4:17 PM 5/22/2024 - 4:14

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	5/23/2024 - 1:31 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Rita Nelson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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