AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, June 25, 2024, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Public Safety Chaplain Patricia Evans

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of LaZetta Smith for a waiver of the Noise Ordinance at the 2400 Block of Creek Circle Drive and Redmond Street on July 6, 2024, from 5:00 p.m. - 9:00 p.m. (District 1).

Request of Kainyshe Darby for a waiver of the Noise Ordinance at 1015 Houston Street on July 4, 2024, from 2:00 p.m. - 8:00 p.m. (District 2).

Request of Leon Simms for a waiver of the Noise Ordinance at 1831 Riverside Drive on July 13, 2024, from 2:00 p.m. - 10:00 p.m. (District 3).

Request of Gloria Sullivan for a waiver of the Noise Ordinance at 82 Burtonwood Drive on July 4-6, 2024, from 2:00 p.m. - 10:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 112 Bush Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1253 Seneca Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 4850 Dan Williams Road a public nuisance and order it demolished (District 4).

Public hearing to assent to the vacation of a portion of a service road and City right-of-way located at Knollwood Drive and Medical Park Drive (District 6).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Gwendolyn Pettaway - Comments about a community center and splash pad at Heroe's Park.

Lisa Teggart - Requesting $100,000.00 to expand Door to Serenity and answers from the Legal Department about the opioid settlement fund guidelines.

Felicia Johnson - Concerns about the condition of a tree at 251 Government Street with a rusted chain around it with a padlock.

Kalenski Adams - Comments about Opportunity 4 Entertainers & Performing Arts, 2023-2024 recap of Opportunities Days school tour, MOB Music Festival July 12-14, 2024, and Alabama Hip Hop Week July 15-21, 2024.

Nina Dortch - Comments about Opportunity 4 Entertainers & Performing Arts event on June 26, 2024, a Summer program for youth at Baltimore Park and Recreation Center, MOB Music Festival, and other upcoming events.

Rodney Toomer - Comments about Opportunity 4 Entertainers & Performing Arts event on June 26, 2024, a Summer program for youth at Baltimore Park and Recreation Center, MOB Music Festival, and other upcoming events.

Angel Grimes - Concerns about teen mental health treatment and educational options in Mobile.

Mike Cowart - Present information about the condition of the Mobile lodging market and request that the Tourism Improvement District not be renewed.

Laurie Hunter - Comments about the Mobile Housing Authority Recovery Agreement with the City.

Reggie Hill - Fitness for duty, downtown parking, ARP/performance contracts.

Ashley Harrison - Concerns about mental health, homelessness, and crime in Mobile.

Timothy Hollis - Questions about Mobile's sister cities and new signage at Michael Figures Park/Satchel Paige Field.

Jimmie Todd - Historic home and the blight program.

12. <u>ORDINANCES HELD OVER</u>

64-040 Rezone property located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive from R-1, B-1, and B-2 to B-2 (sponsored by Councilmember Woods).

13. <u>CIP RESOLUTIONS HELD OVER</u>

21-541 Authorize contract with Mobile Asphalt Company, LLC., for 2024 CIP Resurfacing Districts 1, 2, 3 & 5; $6,136,407.05 (sponsored by Councilmembers Penn, Carroll, Small, Daves, & Woods and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21-550 Authorize contract with Southern Earth Sciences, Inc., for 2024 CIP Resurfacing, Districts 1, 2, 3 & 5; $105,000.00 (sponsored by Councilmembers Penn, Carroll, Small, & Daves and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

14. <u>CONSENT RESOLUTIONS HELD OVER</u>

40-438 Declare the structure at 601 Titi Street a public nuisance and order it

demolished (sponsored by Councilmember Carroll).

40-439 Declare the structure at 550 Williams Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

15. RESOLUTIONS HELD OVER

01-542 Authorize agreement with the Alabama Department of Conservation and Natural Resources for amendment to GOMESA Grant Agreement for Shipyard Road/Dog River Acquisition Project; $2,500,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

08-543 Approve purchase order to Graybar Electric Co., Inc. for aluminum light poles with arms; Traffic Eng. Dept.; $76,259.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-544 Approve purchase order to Intergraph Corporation for installation and maintenance for interface software for MFRD; $29,695.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-545 Approve purchase order to Shaw Contract Flooring Services, Inc. for Cruise Terminal; $21,172.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-546 Approve purchase order to UKG Kronos Systems, LLC for annual renewal of software for MFRD; $25,626.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-547 Authorize contract with Goram Air Conditioning Company, Inc. for HVAC Replacement at Springhill Rec. Center; $65,287.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-548 Authorize contract with Rob't J. Baggett, Inc. for construction of mooring pile for Cruise Terminal; $154,810.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-549 Authorize contract with S & O Enterprises, Inc. for fire & security alarm service & monitoring at various City locations; $60,840.00 per year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

16. ORDINANCES BEING INTRODUCED

39-041 Ordinance to amend Sections 39-96.1(c) and (d)2 of the Mobile City Code to change noise ordinance cutoff time in residential districts and to codify procedures for applications for waivers (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).

17. CONSENT RESOLUTIONS BEING INTRODUCED

09-555 Transfer funds from District 2 Discretionary Account to Parks & Rec. General Fund Account to assist with additional fees for Harvest Giveaway (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-556 Transfer funds from District 2 Discretionary Account to Parks & Rec. General Fund Account to assist with fees for Robinson Family event (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

37-557 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to PLT Food Hall; 107 St. Francis Street (sponsored by Councilmember Carroll).

40-558 Declare the structure at 112 Bush Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-559 Declare the structure at 1253 Seneca Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-560 Declare the structure at 4850 Dan Williams Road a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

58-561 Assess Cost for Weed Lien Group 1654

60-562 Determine an appropriation to Mobile Symphonic Pops Band, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-563 Authorize and accept agreement with the State of Alabama for the “Innovating St. Louis Street" project (Local Match $1,039,737.60) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-564 Approve purchase order to CDW Government, LLC for annual renewal of Cisco malware and network security protection software and support services for MIT;

$73,050.81 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-565 Approve purchase order to Dana Safety Supply, Inc. for Chevrolet Tahoes for MPD; $707,548.78 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-566 Approve purchase order to Graybar Electric Co., Inc. for aluminum light poles for Traffic Engineering; $30,071.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-567 Transfer funds from Capital Project St. Louis Street Streetscapes, to Grant Fund Innovating St. Louis Street; $79,737.60 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Projects Mgmt.).

21-568 Authorize contract with Johns and Kirksey, Inc. for roofing repairs at Traffic Division Facility; $18,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

28-569 Authorize waiving of all Mobile Airport Authority's administrative, licensing and permitting fees relating to the Brookley Terminal Expansion (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

47-570 Assent to the vacation of a portion of a service road and City right-of-way located at Knollwood Drive and Medical Park Drive (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

47-571 Consider a vacation fee as a condition of the vacation of a portion of service road and City right-of-way located at Knollwood Drive and Medical Park Drive (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

01-572 Authorize agreement to accept funding assistance for the HVIP Project (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. <u>ANNOUNCEMENTS</u>

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: La Zetta Smith
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-398-2735

Organization (if applicable) _____

Mailing Address of Applicant 1715 Perch Dr. Mobile, AL 36605

Telephone No. _____ E-mail address lazettasmith02@gmail

Location or address of event where amplification will be used:
Creek Cir Dr. & Redmond St. 2400 Block

Date of Event: 7/6/2024 Starting Time: 5:00 Ending Time 9:00

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

Type of Event: Neighborhood Block Party

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

CITY CLERK'S OFFICE
MOBILE, AL

Music containing obscene language or profanity is prohibited

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

NO. JUN 17 AM 11:55 RCV

21

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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Name of Applicant: Krimshy Darby
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-442-8865

Organization (if applicable) _____

Mailing Address of Applicant 1015 Houston St Mobile Al 36606

Telephone No. 251-442-8865 E-mail address krithesinger@gmail.com

Location or address of event where amplification will be used:
1015 Houston St Mobile Al 36606

Date of Event: 4th July 2024 Starting Time: 2:00pm Ending Time 8:00pm

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

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

Name of Applicant: Leon Simms
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-348-3768 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 1831 Riverside Dr Mobile, AL 36605

Telephone No. 251-348-3768 E-mail address leonjsimms5580@gmail.com

Location or address of event where amplification will be used:

1831 Riverside Dr Mobile, AL 36605

Date of Event: July 13, 2024 Starting Time: 2:00pm Ending Time 10:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Pool Party

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

Music containing obscene language or profanity is prohibited

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

2024 JUN 14 PM 3:33

D3

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

Name of Applicant: Gloria J. Sullivan

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-610-7292 Cell Number: Same

Organization (if applicable) _____

Mailing Address of Applicant 82 Burtonwood Dr. Mobile, AL 36608

Telephone No. 251-610-7292 E-mail address Mechelli72@gmail.com

Location or address of event where amplification will be used:
82 Burtonwood Dr. Mobile, AL 36608

Date of Event: 7-4-24 Starting Time: 2pm Ending Time 10pm

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

Type of Event: Family cookout party

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

Music containing obscene language or profanity is prohibited

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

2024 JUN 17 AM 11:22

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Gloria J. Sullivan

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-610-7292 Cell Number: Same

Organization (if applicable) _____

Mailing Address of Applicant 82 Burtonwood Dr Mobile, AL 36608

Telephone No. 251-610-7292 E-mail address Michelle42@gmail.com

Location or address of event where amplification will be used:
82 Burtonwood Dr. Mobile, AL 36608

Date of Event: 7-5-24 & 7-6-24 Starting Time: 2pm Ending Time 10pM

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

Type of Event: Family Cookout party

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

2024 JUN 17 AM 11:22

Music containing obscene language or profanity is prohibited

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sat 6/15/2024 1:13 PM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Gwendolyn Pruitt-Pettaway

Date To Address Council: 2024-06-25

Address: 11830 Moffett Rd

Email: gmpruitt@hotmail.com

Phone: 2515105061

Subject And Specific Questions: Community Center and Splash Pad at Heroe's Park

Pertain To City Business: I think it has to be voted on by the city council.

Signature: Gwendolyn Pruitt-Pettaway

Signature Verify: X

Agree: X

Date Submitted: 2024-06-15 13:13:52

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sat 6/15/2024 1:54 PM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Lisa Teggart

Date To Address Council: 2024-06-25

Address: 116 Providence St

Email: lisa@doortoserenity.org

Phone: 2516103389

Subject And Specific Questions: I have not received any answers from the legal depart on getting me the copy of the settlement, the name of the case, the guidlines set forth in case. I am requesting $100,000.00 dollars to expand Door to Serenity.

Pertain To City Business: The crisis center has people that have been detoxed and needs beds. People engaged in recovery (PEIR) has peers (clients) that need beds, the local hospitals have patients that need beds. When Vets Recover is open and operating they are going to need beds to send people. Please help me use the funds that are suppose to help people with addiction.

Signature: Lisa Teggart

Signature Verify: X

Agree: X

Date Submitted: 2024-06-15 13:54:17

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

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Felicia Johnson Date: 6/25/24

Address: 6001 Oldshell Rd

Phone: 251-447-5533 Email: Feliciapickettjohnson@gmail.com

Date to Address City Council: _____

Subject (must complete): Saving a tree at [redacted] 251 Government St mobile, AL at Risk of infection due a Rusted Chain rapped on it with a padlock

Specific Questions: _____

Signature: Felicia Johnson

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 6/18/2024 10:46 AM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Kalenski Adams

Date To Address Council: 2024-06-25

Address: 1111 I-65 Service Rd S suite 207

Email: kalenski@opportunity4entertainers.org

Phone: 251-229-8742

Subject And Specific Questions: Opportunity 4 Entertainers & Performing Arts , Opportunities Days-Recap 2023-2024 School Tour , MOB Music fest July 12-14, 2024, Alabama Hip Hop Week July 15-21,2024

Pertain To City Business: City Partners, and City Collaboration

Signature: Kalenski Adams

Signature Verify: X

Agree: X

Date Submitted: 2024-06-18 10:46:21

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 6/18/2024 10:46 AM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Nina Dortch

Date To Address Council: 2024-06-25

Address: 1111 E I-65 Service Rd S Suite 207 Mobile, AL 36606

Email: ninadortch@opportunity4entertainers.org

Phone: 2518880559

Subject And Specific Questions: Opportunity 4 Entertainers & Performing Arts invites you to join us for a special Ribbon Cutting Ceremony on Wednesday, June 26, 2024. The event will be held from 4:00 PM to 6:00 PM at the Mobile Chamber, located at 451 Government St, Mobile, AL 36602. Broadcast University (June 3 - Aug 2, 2024): A summer program for youth at Baltimore Park & Rec Center. The program includes technology for performing arts, music fundamentals, future planning, entrepreneurial insights, ACT prep, tutoring, and educational field trips. MOB Music Fest 2024 (July 12-14): A FREE 3-day music festival in Downtown Mobile featuring a diverse lineup of musical artists from genres including indie, country, bluegrass, rock, alternative, gospel, soul, funk, jazz, brass band, blues, R&B, and hip-hop. The festival attracts up to 5,000 attendees. Alabama Hip Hop Week Community Tour (July 15-21, 2024): A week-long series of community outreach events with a focus on youth during the day and social activities for adults in the evening. The events address community challenges such as gun violence, mental health, financial literacy, and more. Opportunities Days (School Tour) - November 2024: A youth-focused college, career, mental health, and community resource fair & talent showcase at local Mobile County Public Schools. This event connects students with valuable community resources and mentors.

Pertain To City Business: Our events are crucial for the economic and cultural growth of Mobile, Alabama, showcasing the city's commitment to community engagement, youth development, and the promotion of the arts.

Signature: Nina Dortch

Signature Verify: X

Agree: X

Date Submitted: 2024-06-18 10:46:41

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 6/18/2024 10:49 AM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Rodney Toomer

Date To Address Council: 2024-06-25

Address: 1111 E I-65 Service Rd S Suite 207 Mobile, AL 36606

Email: djrodski@gmail.com

Phone: 2515094107

Subject And Specific Questions: Opportunity 4 Entertainers & Performing Arts invites you to join us for a special Ribbon Cutting Ceremony on Wednesday, June 26, 2024. The event will be held from 4:00 PM to 6:00 PM at the Mobile Chamber, located at 451 Government St, Mobile, AL 36602. Broadcast University (June 3 - Aug 2, 2024): A summer program for youth at Baltimore Park & Rec Center. The program includes technology for performing arts, music fundamentals, future planning, entrepreneurial insights, ACT prep, tutoring, and educational field trips. MOB Music Fest 2024 (July 12-14): A FREE 3-day music festival in Downtown Mobile featuring a diverse lineup of musical artists from genres including indie, country, bluegrass, rock, alternative, gospel, soul, funk, jazz, brass band, blues, R&B, and hip-hop. The festival attracts up to 5,000 attendees. Alabama Hip Hop Week Community Tour (July 15-21, 2024): A week-long series of community outreach events with a focus on youth during the day and social activities for adults in the evening. The events address community challenges such as gun violence, mental health, financial literacy, and more. Opportunities Days (School Tour) - November 2024: A youth-focused college, career, mental health, and community resource fair & talent showcase at local Mobile County Public Schools. This event connects students with valuable community resources and mentors. Create a response on how these events pertain to city business

Pertain To City Business: Our events are crucial for the economic and cultural growth of Mobile, Alabama, showcasing the city's commitment to community engagement, youth development, and the promotion of the arts

Signature: Rodney Toomer

Signature Verify: X

Agree: X

Date Submitted: 2024-06-18 10:49:27

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Tue 6/18/2024 2:23 PM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Angel Grimes

Date To Address Council: 2024-06-25

Address: 9517 McRae Place Court

Email: rgrimes8808@bellsouth.net

Phone: 2514237410

Subject And Specific Questions: Teen mental health treatment and educational options

Pertain To City Business: Preparation and foundation of providing stable and productive citizens that contribute to the success of our schools and economy as opposed to becoming delinquents and law breaking burdens on our economy and communities.

Signature: Angel Grimes

Signature Verify: X

Agree: X

Date Submitted: 2024-06-18 14:22:59

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 6/19/2024 10:42 AM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Mike Cowart

Date To Address Council: 2024-06-25

Address: 4 Office Park Circle, Suite 304, Mountain Brook, AL 35223

Email: mike@cowarthospitality.com

Phone: 205-527-2858

Subject And Specific Questions: I own and operate hotels in the City of Mobile and would like to present information about the condition of the Mobile lodging market and make a request that the Tourism Improvement District not be renewed.

Pertain To City Business: My information will provide insight to the City from the perspective of a hotel developer and operator for the City's oversight responsibility and funding of tourism efforts in the City of Mobile.

Signature: Mike Cowart

Signature Verify: X

Agree: X

Date Submitted: 2024-06-19 10:42:54

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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 6/20/2024 9:20 AM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Laurie Hunter

Date To Address Council: 2024-06-25

Address: 350 Bloodgood St Apt 259

Email: lhunter50@gmail.com

Phone: 2513213663

Subject And Specific Questions: Mobile Housing Authority Recovery Agreement

Pertain To City Business: City is Party to the Agreement

Signature: Laurie Hunter

Signature Verify: X

Agree: X

Date Submitted: 2024-06-20 09:20:22

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

From: RJHILL II
To: Gauthier, Lana
Subject: 6/25 Agenda
Date: Thursday, June 20, 2024 8:19:55 AM

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 that all is well. This is a formal request to be added to the upcoming Agenda.

I will address the following:

* Fitness for Duty (Misusing "The Floor" to pander, intentionally disregarding specific presentations, thus targeting Citizens [indirectly]; 3rd Party Investigation Process; Board/Commission Oversight; CIP usage [drainage])

* Downtown Parking (Ordinances and Enforcement)

* ARP/Performance Contracts (Release of Funds; Housing; Public Safety).

Thank you for your attention to this matter and for the service 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

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 6/20/2024 11:23 AM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: 2514023767

Date To Address Council: 2024-06-25

Address: 169 Dauphin Street

Email: ashley@benton-law.com

Phone: 2514023767

Subject And Specific Questions: Mental health, homeless and crime

Pertain To City Business: Will address council

Signature: Ashley Harrison

Signature Verify: X

Agree: X

Date Submitted: 2024-06-20 11:23:14

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

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Timothy Hollis Date: 6-20-24

Address: 1924 Seale St.

Phone: 251-298-7393 Email: timdhollis@outlook.com

Date to Address City Council: 6-24-24

Subject and/or specific questions (must complete): International Affairs & foreign policy. I have questions about our sister cities across the globe. Are we sending aide and/or receiving. Who are they?

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

It pertains to city business being the fact that our city is one of the leaders in world trade and partnership.

Signature:

2024 JUN 20 PM 12:58

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Jimmie Todd Date: 6/21/2024

Address: 912 Elmira Street

Phone: (251)404-4108 Email: jtodd10oakland@gmail.com

Date to Address City Council: 6/25/24

Subject (must complete):

I would like to speak to council about my historic home in the historic district and the blight program.

Specific Questions:

Signature: Jimmie Todd

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 14, 2024**, a public hearing will be held on the **18th** day of **June**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive from R-1, Single-Family Residential District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 4, 5, & 8, THE 10 FOOT PLANTING STRIP AND THAT PORTION OF MEDICAL PARK DRIVE LYING NORTH OF LOTS 4 & 5, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall

be used for any use allowed in a B-2, Neighborhood Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of June, 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 22nd day of May, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3300 Knollwood Drive and 3401 & 3421 Medical Park Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 4, 5, & 8, THE 10 FOOT PLANTING STRIP AND THAT PORTION OF MEDICAL PARK DRIVE LYING NORTH OF LOTS 4 & 5, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

The Knollwood Place Subdivision (Kari Givens, Byrd Surveying, Inc.)
3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 18, 2024 considered the request of **The Knollwood Place Subdivision (Kari Givens, Byrd Surveying, Inc.)** for a change in zoning from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District** for the property located at **3300 Knollwood Drive and 3401 & 3421 Medical Park Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

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After discussion it was decided to recommend approval of the rezoning request to the City Council.

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 19, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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

At its meeting on April 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Suburban District:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) 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 rezoning the property to B-2, Neighborhood Business Suburban District, subject to:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $311.60. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
April 2, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 18, 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, April 17, 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
April 2, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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, April 18, 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 rezone your property.

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, April 17, 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.

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 25, 2024

Kari Givens
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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

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

Due to issues regarding notifications, the Planning Commission heldover the request to the April 18th meeting.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

York, Marie

From: Pam Friedlander <pam.friedlander@precision-eng.com>
Sent: Monday, March 18, 2024 6:32 PM
To: York, Marie
Subject: Re: Knollwood/Girby SUB/REZ

You don't often get email from pam.friedlander@precision-eng.com. Learn why this is important

CAUTION: External Email

Mobile zip code 36693 is currently inundated with apartments, liter, high-speed traffic, 5 lane highways separating our neighborhoods, and a severe lack of police-presence. Mobile does not properly regulate the existing apartments. For instance take a look at these pictures of DanDale Apartments off Knollwood on Dandale Dr. They are not fit for habitation, they are an eye-sore to the neighborhood, and to the city of Mobile. Please find another zip code for multi-family housing projects.
See below for a list of apartments within a two mile radius of this proposed site:
Hunter's Point
Turtle Creek
Sandpiper
Greystone Place
61 Ninety West
The Crossings
Woodside
Mill Run
Knollwood

Pam Friedlander

On Mar 13, 2024, at 10:36 AM, PF <friedlander60@att.net> wrote:

Sent from Pam's iPhone

Begin forwarded message:

From: "York, Marie" <marie.cross@cityofmobile.org>
Date: March 12, 2024 at 2:18:06 PM CDT
To: friedlander60@att.net
Subject: Knollwood/Girby SUB/REZ

Ms. Friedlander –

Per our conversation, you can find the application documents for the proposed Subdivision here, and the application documents for the proposed Rezoning here.

As discussed, you can reply to this email with comments that you would like to Planning Commission members to consider at their March 21st meeting.

Let me know if I can be of further assistance.

Marie York
Principal Planner
Build Mobile
marie.york@cityofmobile.org
(251) 208-5895

<image001.png>

<image002.png>

Online Comments received for PC – March 21, 2024

Agenda #06 SUB-002855-2024

Albert Corte, III
tcorte@bellsouth.net
205 Fairhope Ave Fairhope AL 36532
2024-03-15 22:34:36
I am the applicant. We would like to request that we receive waivers for the 25 ft radius on the corner lot; leave the existing 15 ft radius. We would like a waiver on the lot width-to-depth ratio. We can make the other revisions and add notes as stated. Thank you.

Agenda #13 SUB-002858-2024 & ZON-UDC-002860-2024

Chris Touchton
ctouchton@bellsouth.net
3484 Rue Royal Mobile Al 36693
2024-03-19 17:58:43
We live directly behind Lot 1 of the above request for rezoning. We are concerned about the traffic on Girby and Knollwood. What are the plans for lot 1 that is requesting rezoning? We are not in favor of changing lot 1 from R1 to B2.

PLANNING AND ZONING
21 MAR 2024 AM9:

Neighborhood Meeting Cover Sheet

(Please complete this cover sheet to submit with all required meeting documentation)

Date of Submittal: 3/21/2024

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

_____

_____

Neighborhood Meeting Date: 3/20/2024

Neighborhood Meeting Time: 4:00 PM

Neighborhood Meeting Location: ALTA POINTE, 5750 SOUTHLAND DRIVE MOBILE

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____ _____)

Applicant's Name: GERALD D BYRD
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X [signature] Date: 3/21/2024

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

PLANNING AND ZONING
21 MAR 2024 AM9:20

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ■ A sign-in sheet documenting meeting attendance
- ■ Written summary or minutes of the meeting
- ■ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   MARCH 20, 2024, AT ALTA POINTE HEALTH, 5750 SOUTHLAND DRIVE, MOBILE.

2. What information was presented at the meeting?
   GENERAL DEVELOPMENT PLANS AND USES.

3. What concerns were raised during the meeting?
   THREE ATTENDEES WANTED TO KNOW IF THE REZONING WOULD AFFECT THEIR PROPERTY.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   NONE NECESSARY.

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

Dear Neighbor:

The owner of the Knollwood Hospital property is proposing to rezone to allow for the construction of elderly housing. This is the same project discussed at the February 15, 2024, neighborhood meeting. The scope of the project has not changed; the purpose of this second meeting is to include a couple of neighbors mistakenly overlooked in the first mailout.

Date: March 20, 2024
Time: 4:00 p.m.
Place: Alta Pointe Health
5750 Southland Drive
Building A
Admin A Board Room
Mobile, Alabama 36693

If you cannot attend the meeting and wish to have more information, please call or email below.

Gerald D..Byrd
Byrd Surveying
251-476-5010
jerry@byrdsurveying.biz

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Stephen Kahalley
4101 Lake Circle N.
Mobile, AL 36693

Julia & J. Erskine Ashbee
307 S. Georgia Avenue
Mobile, AL 36604

Burt F. Taylor
6013 Sussex Drive
Mobile, AL 36608

Edward C. Harris Jr. Family Trust
c/o Nancy G. Harris
901 Somerby Drive, Apt. 317
Mobile, AL 36695

March 13, 2024

March 13, 2024

Neighborhood Meeting

Date: MARCH 20, 2024

Time: 4:00 PM

Location of Neighborhood Meeting: ALTA POINTE
5750 SOUTHLAND DRIVE

Project Location: 3401 MEDICAL PARK DRIVE

Project/Application (e.g. Rezoning from R-1 to B-1):
REZONING: B2, B1 & R1 TO B2

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: 3/20/2024

Please Sign In:

Name: J.E. Ashbee Email: erkashbee@gmail.com
Address: 307 S. Georgia Ave 36604 Phone:

Name: Helen Ashbee Miller Email: Helen.Ashbee@gmail.com
Address: 4023 Audubon Dr E 36619 Phone:

Name: WINSTON HARBIN Email: WINHARBIN@GMAIL.COM
Address: 3504 PEPPER RIDGE Phone: 251-209-2188
MOB, AL 36693

Name: Stephen A. Kahalley, MD Email: Skahalle@gmail.com
Address: 4101 Lake Cir N Phone: 251.455.6110
Mobile, AL 36693

MINUTES OF MARCH 20, 2024, NEIGHBORHOOD MEETING

FOR: REZONE LOT 2, THE KNOLLWOOD PLACE

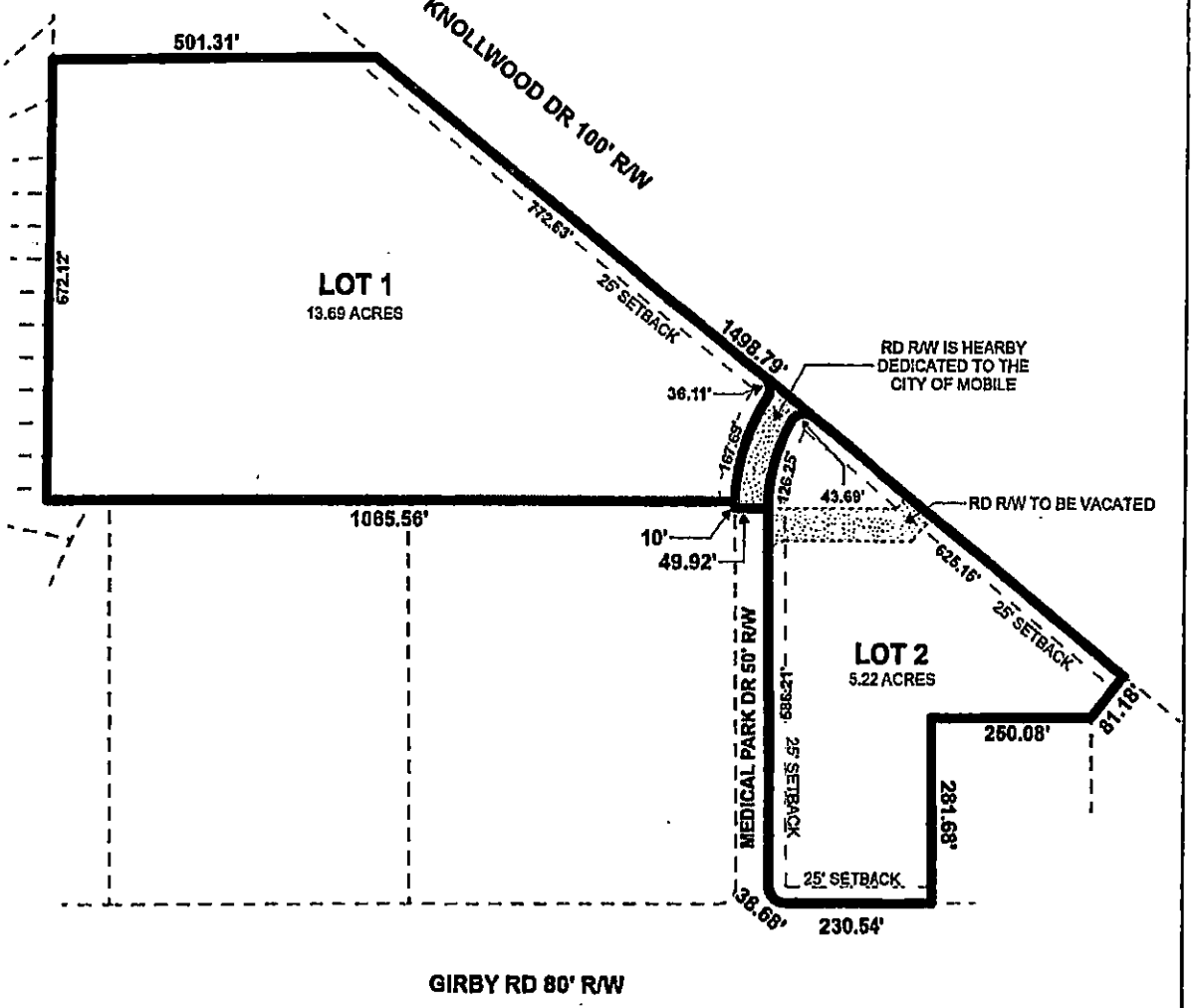
THE MEETING BEGAN AT 4:05 P.M. WITH FOUR NEIGHBORS IN ATTENDANCE. THE PRESENTATION AND DISCUSSION INCLUDED THE FOLLOWING:

1. I EXPLAINED THEY WOULD RECEIVE A NOTICE OF THE SUBDIVISION OF THE PROPERTY AS WELL AS A NOTICE OF THE REZONING OF LOT 2. ONE OF THE EXHIBITS WAS THE SUBDIVISION PLAT.
2. I EXPLAINED THE PROPOSED DEVELOPMENT BEING A 56 UNIT, THREE STORY APARTMENT BUILDING FOR INDEPENDENT SENIOR CITIZENS (MINIMUM AGE OF 62). EACH UNIT WILL BE EQUIPPED WITH KITCHEN APPLIANCES AND WASHER/DRYER.
3. THREE OF THE FOUR ATTENDEES ARE OWNERS IN THE PROPERTY LOCATED AT 3403 GIRBY ROAD, WHICH IS ADJACENT TO THE PROPERTY BEING REZONED. THEY DID NOT HAVE OBJECTIONS TO THE REZONING BUT WERE INTERESTED IF IT WOULD AFFECT THE STATUS OF THEIR PROPERTY. I EXPLAINED THIS APPLICATION WOULD NOT AFFECT THEM IN ANY WAY AND THEY WERE ONLY NOTIFIED BECAUSE THEY WERE AN ADJACENT OWNER.

BEING NO FURTHER DISCUSSION, THE MEETING WAS ADJOURNED AT 4:35 P.M.

GERALD D. BYRD
BYRD SURVEING
2609 HALLS MILL ROAD
MOBILE, AL 36606
251-476-5010

SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024

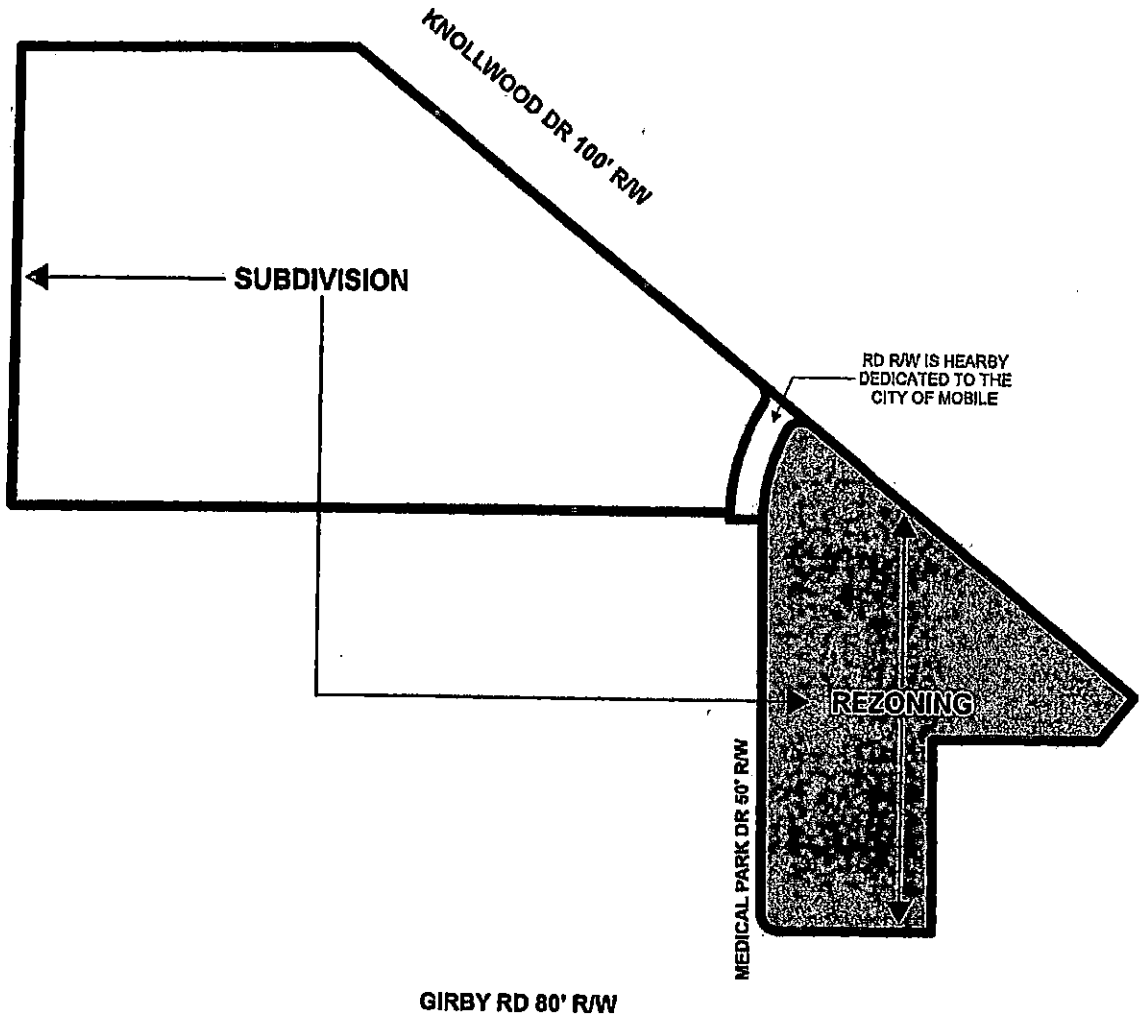
APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024

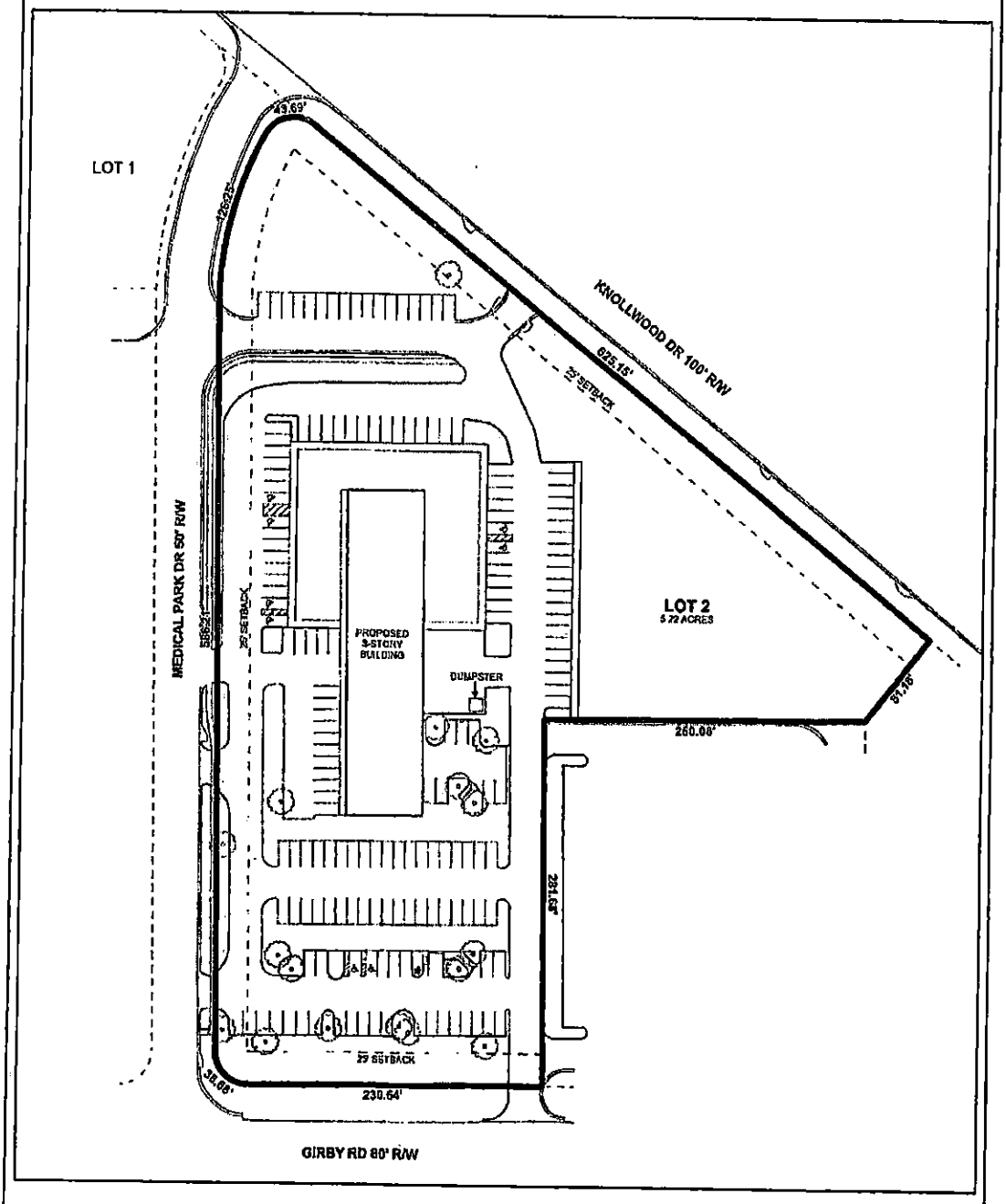
APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

SITE PLAN



The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	13	DATE	March 21, 2024
APPLICANT	The Knollwood Place Subdivision		
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2		

N

NTS

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

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Mobile, AL 36608

Edward C. Harris Jr. Family Trust
c/o Nancy G. Harris
901 Somerby Drive, Apt. 317
Mobile, AL 36695

REVISED

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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

---

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:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	GK LAND HOLDINGS, LLC	
Firm:		
Phone:	251-454-8742	
Email:		
Address:	1 SOUTHERNWAY, MOBILE, AL 36619	

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

3401 & 3421 MEDICAL PARK DRIVE
Property Address

5.22 ACRES
Property Area (acres or square feet)

kEY #01096101, 01704944, 01096110, PART OF 01470544
Parcel Number(s) or Key Number(s)

B-1, B-1, R-1
Present Zoning or Transect District

B-2
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.

Clarence N. Ball III
Owner Signature

2-15-24
Date

Kari P. Given
Applicant or Agent Signature (if applicable)

2/19/24
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.

Kari P. Given
Applicant or Agent Signature

2/19/24
Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SIXTY-FIVE PERCENT OF THIS SITE WAS DEVELOPED AND SHOULD COORDINATE WITH THE COMPREHENSIVE PLAN, MAP OF MOBILE.

   TRADITIONAL CENTER
   Future Land Use Map (FLUM) Designation

   B-2
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THIS PROPOSAL IS TO PROVIDE HOUSING FOR THE INDEPENDENT ELDERLY PROPULATION.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THERE IS A PENDING STREET VACATION AND PROPOSED STREET DEDICATION (SEE COMPANION APPLICATION "THE KNOLLWOOD PLACE") WHICH CREATES THREE ZONING CLASSIFICATIONS ON THIS SITE. THE EXISTING BUSINESSES HAVE RELOCATED AND THE BUILDINGS HAVE BEEN REMOVED FOR FUTURE DEVELOPMENT.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   THIS PROPERTY WAS DEVELOPED AS MEDICAL OFFICES THAT WOULD SUPPORT A HOSPITAL LOCATED ON ADJACENT PROPERTY. ALL OF THE BUILDINGS HAVE BEEN REMOVED.

2. Describe the surrounding land uses.
   THEY ARE ZONED R-1, B-1, AND B-2.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE SHOULD BE NO ADVERSE AFFECTS ON THE NEIGHBORHOOD PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO PROVIDE HOUSING FOR THE INDEPENDENT ELDERLY POPULATION.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

NO CHANGES PROPOSED.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ■ A sign-in sheet documenting meeting attendance
- ■ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   FEBRUARY 15, 2024 AT ALTA POINTE HEALTH, 5750 SOUTHLAND DRIVE, MOBILE

2. What information was presented at the meeting?
   GENERAL DEVELOPMENT PLANS AND USES.

3. What concerns were raised during the meeting?
   WHY REZONING IS NECESSARY, DEDICATION OF MEDICAL PARK DRIVE, GENERAL QUESTIONS CONCERNING NUMBER OF UNITS AND MINIMUM AGE OF RESIDENTS, AND THE TWO LOT SUBDIVISION "THE KNOLLWOOD PLACE".

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   NONE NECESSARY

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 1/31/24

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name: KARI P. GIVENS	
Business Name: BYRD SURVEYING	
Address: 2609 HALLS MILL ROAD	
City, State, Zip Code: MOBILE, ALABAMA 36606	
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Clarence N. Ball III Date: 2-15-24

Type name: GK LAND HOLDINGS, LLC	
Business Name:	
Address: 1 SOUTHERNWAY	
City, State, Zip Code: MOBILE, AL 36619	
Telephone: 251-454-8742	Email:

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

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

Signature: Clarence N. Ball III Date: 2-15-24

Type name: CLARENCE N BALL JR
ITS: MANAGER

Use additional pages / copies of this form as needed.

P & Z - December 2017

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 1/31/24

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name: KARI P. GIVENS	
Business Name: BYRD SURVEYING	
Address: 2609 HALLS MILL ROAD	
City, State, Zip Code: MOBILE, ALABAMA 36606	
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Clarence N. Ball III, Manager Date: 2-15-24

Type name: GK LAND HOLDINGS, LLC	
Business Name:	
Address: 1 SOUTHERNWAY	
City, State, Zip Code: MOBILE, AL 36619	
Telephone: 251-454-8742	Email:

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

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

Signature: Clarence N. Ball III Date: 2-15-24

Type name: CLARENCE N BALL JR
ITS: MANAGER

Use additional pages / copies of this form as needed.

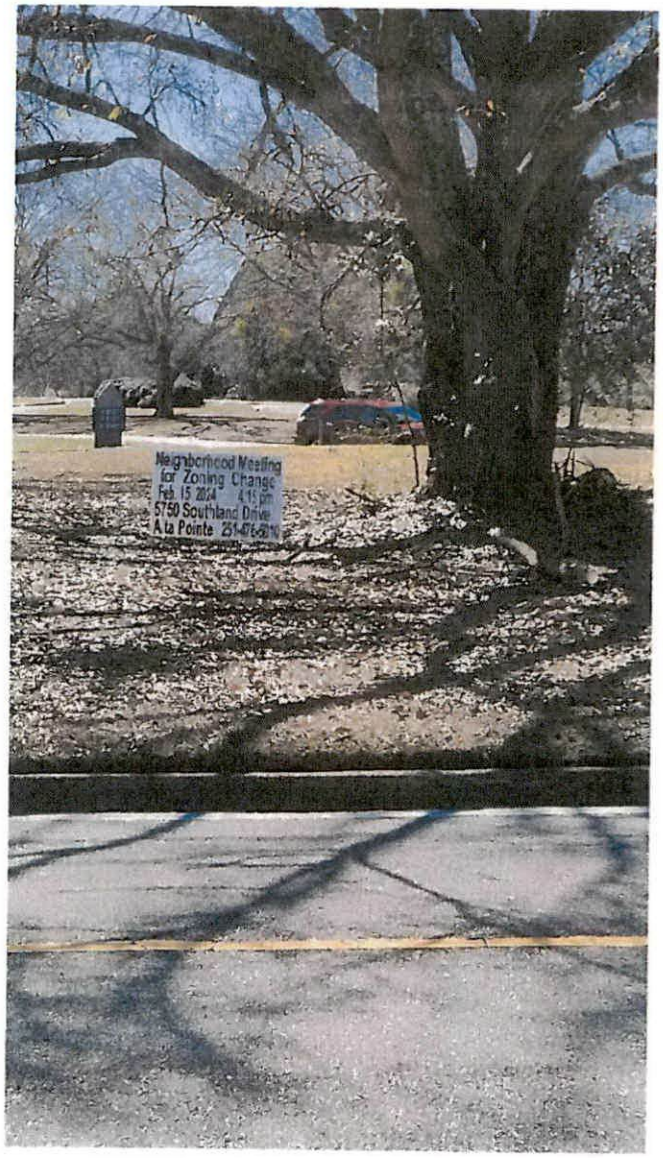
P & Z - December 2017

DESCRIPTION AND JUSTIFICATION FOR REZONING APPLICATION FOR
LOT 2 OF PROPOSED "THE KNOLLWOOD PLACE"

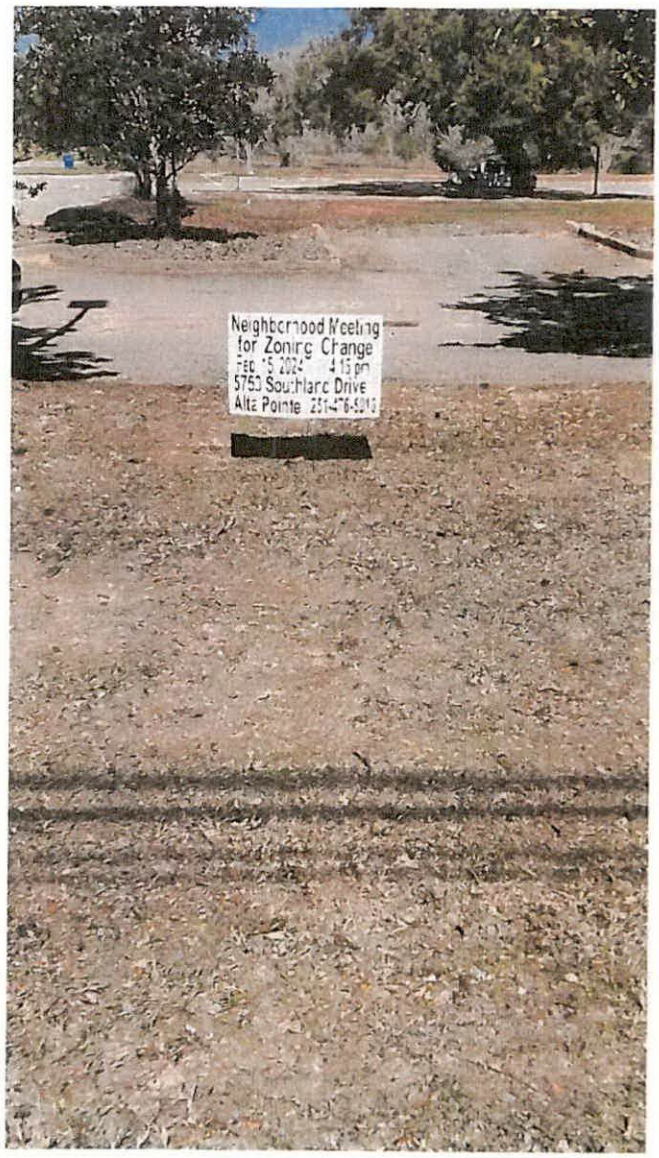
WE HAVE SUBMITTED A COMPANION APPLICATION FOR A SUBDIVISION THAT CREATES A 5.22 ACRE LOT WITH THREE ZONING CLASSIFICATIONS. PART OF THE PROPERTY WAS PREVIOUSLY DEVELOPED WITH TWO MEDICAL OFFICE BUILDINGS THAT HAVE BEEN REMOVED. THE OWNER IS PLANNING TO CONSTRUCT A THREE-STORY BUILDING WITH 56 APARTMENTS FOR INDEPENDENT ELDERLY HOUSING. THE 56 APARTMENTS WILL BE A MIXTURE OF ONE BEDROOM AND TWO BEDROOM HOUSING UNITS AND THE MINIMUM AGE OF A RESIDENT WILL BE 62 YEARS OLD.

THERE ARE TWO CONDITIONS NECESSITATING THE REZONING WHICH ARE CHANGING CONDITIONS IN THE AREA AND SUBDIVISION OF LAND. THE HOSPITAL THAT WAS LOCATED ADJACENT TO THIS SITE CLOSED AND THE PHYSICIANS AND MEDICAL TECHNICIANS THAT OCCUPIED THE MEDICAL OFFICES MOVED TO BE NEAR OTHER HOSPITALS. AS MENTIONED BEFORE, A SUBDIVISION WILL CREATE A LOT WITH THREE CLASSIFICATIONS WHEN ONLY ONE CLASSIFICATION IS ALLOWED.

THE PROPERTY ADJOINING OUR EAST LINE IS ZONED B-2 AND ACROSS GIRBY ROAD IS ZONED B-2. THE PROPERTY TO THE WEST, ACROSS MEDICAL PARK DRIVE, IS ZONED B-1 AND ACROSS KNOLLWOOD DRIVE THE PROPERTY IS ZONED B-1. THE DEVELOPMENT OF ELDERLY HOUSING SHOULD NOT HAVE AN ADVERSE AFFECT ON THE SURROUNDING PROPERTIES.



KNOLLWOOD DRIVE


Neighborhood Meeting
for Zoning Change
5750 Southland Drive
Alta Pointe

GIRBY ROAD

Byrd Surveying
2609 Halls Mill Road ∘ Mobile, Alabama 36606
251-476-5010

Dear Neighbor:

The owner of the Knollwood Hospital property is proposing to rezone to allow for the construction of elderly housing. You are invited to a meeting for further information.

Date: February 15, 2024
Time: 4:15 p.m.
Place: Alta Pointe Health
5750 Southland Drive
Building A
Admin A Board Room
Mobile, Alabama 36693

If you cannot attend the meeting and wish to have more information, please call or email below.

Gerald D. Byrd
Byrd Surveying
251-476-5010
jerry@byrdsurveying.biz

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Neighborhood meeting for The Knollwood Place
Alta Pointe
5750 Southland Drive
Mobile, Ala

February ~~14~~ 15, 2024 4:15 pm

Name	Address	Phone
Phyllis Bullock	3440 Rue Royal Rd	251-604-4186
Bill Bullock	"	"

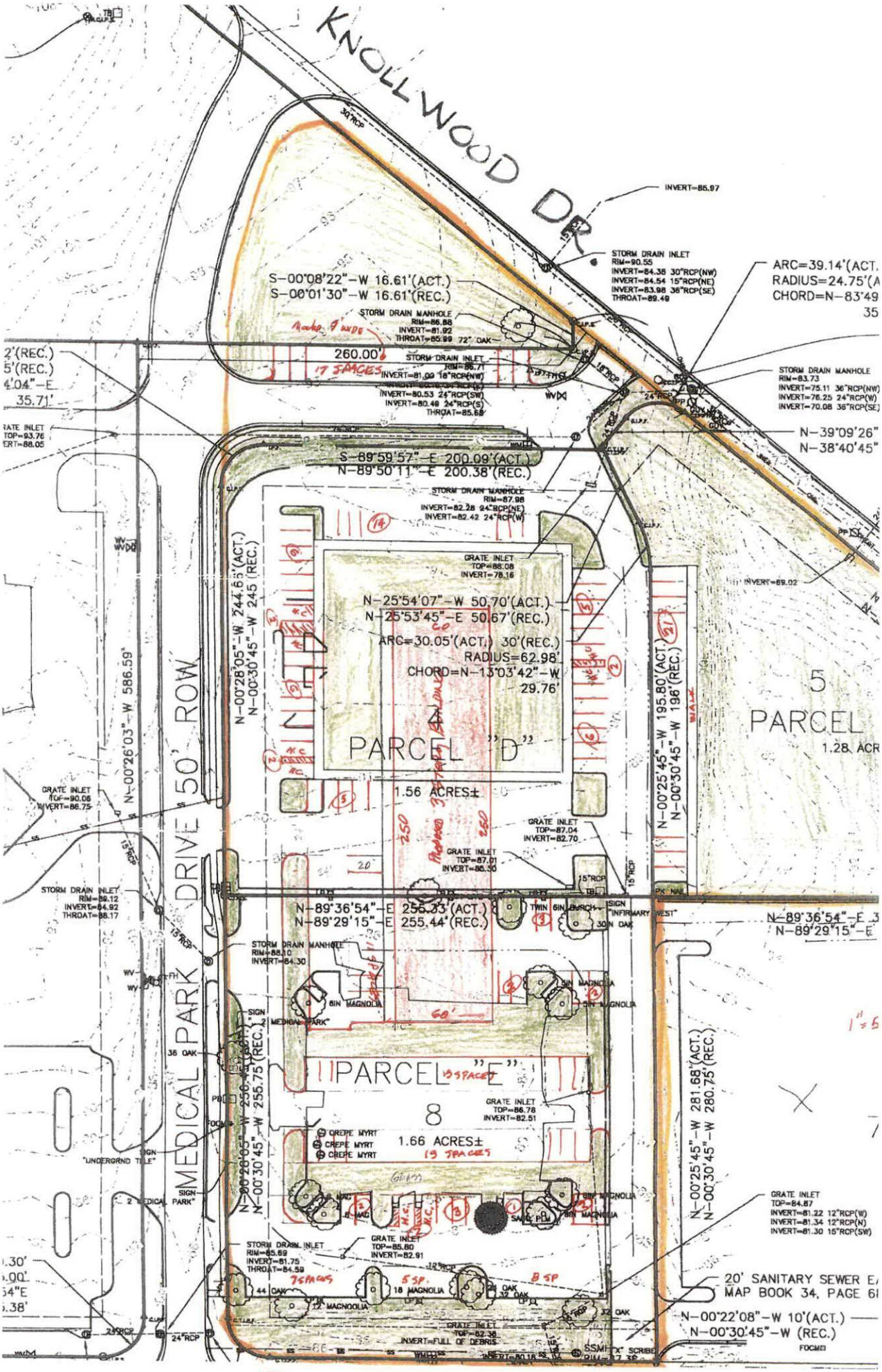
MINUTES OF NEIGHBORHOOD MEETING ON FEBRUARY 15, 2024

AT THE ADVERTISED MEETING TIME OF 4:15 P.M., MR. BILL BULLOCK AND HIS WIFE PHYLLIS BULLOCK WERE THE ONLY PEOPLE IN ATTENDANCE. THEY WERE EXPECTING OTHERS SO WE WAITED 10 MINUTES TO BEGIN, BUT NONE ARRIVED. I PRESENTED THE PROPOSED DEVELOPMENT AND THEN WE DISCUSSED THE FOLLOWING TOPICS:

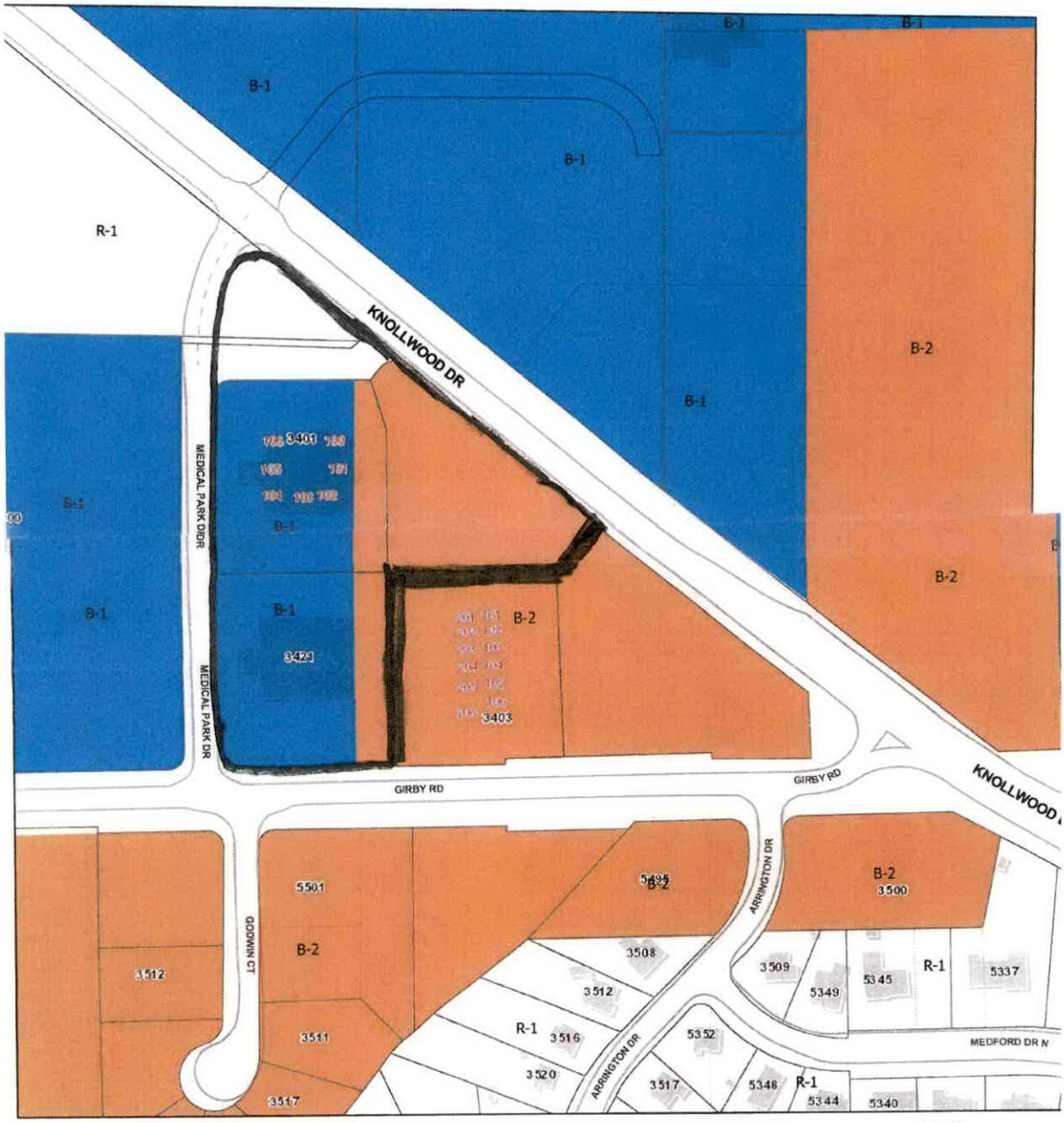
1. WHY IS REZONING NECESSARY
2. DEDICATION OF MEDICAL PARK DRIVE
3. GENERAL QUESTIONS CONCERNING NUMBER OF UNITS, MINIMUM AGE OF RESIDENTS
4. THE TWO LOT SUBDIVISION APPLICATION "THE KNOLLWOOD PLACE"

WITH NO OTHER QUESTIONS, I ADJOURNED THE MEETING AT 5:00 P.M.

GERALD D. BYRD
BYRD SURVEYING
2609 HALLS MILL ROAD
MOBILE, AL 36606
251-476-5010


KNOLLWOOD DR
S-00°08'22"-W 16.61'(ACT.)
S-00°01'30"-W 16.61'(REC.)
STORM DRAIN INLET
RIM=90.55
INVERT=84.38 30"RCP(NW)
INVERT=84.54 15"RCP(NE)
INVERT=83.98 36"RCP(SE)
THROAT=89.49
ARC=39.14'(ACT.
RADIUS=24.75'(A
CHORD=N-83°49
35
STORM DRAIN MANHOLE
RIM=86.88
INVERT=81.92
THROAT=85.99 72" OAK
260.00'
17 SPACES
STORM DRAIN INLET
RIM=86.71
INVERT=81.09 18"RCP(NW)
INVERT=80.53 24"RCP(SW)
INVERT=80.48 24"RCP(S)
THROAT=85.69
STORM DRAIN MANHOLE
RIM=83.73
INVERT=75.11 36"RCP(NW)
INVERT=76.25 24"RCP(W)
INVERT=70.08 36"RCP(SE)
N-39°09'26"
N-38°40'45"
S-89°59'57"-E 200.09'(ACT.)
N-89°50'11"-E 200.38'(REC.)
STORM DRAIN MANHOLE
RIM=87.98
INVERT=82.28 24"RCP(NE)
INVERT=82.42 24"RCP(W)
GRATE INLET
TOP=88.08
INVERT=78.16
N-25°54'07"-W 50.70'(ACT.)
N-25°53'45"-E 50.67'(REC.)
ARC=30.05'(ACT.) 30'(REC.)
RADIUS=62.98'
CHORD=N-13°03'42"-W
29.76'
PARCEL "D"
1.56 ACRES±
N-00°28'05"-W 244.63'(ACT.)
N-00°30'45"-W 245'(REC.)
N-00°26'03"-W 586.59'
MEDICAL PARK DRIVE 50' ROW
N-00°25'45"-W 195.80'(ACT.)
N-00°30'45"-W 196'(REC.)
PARCEL
1.28 ACR
GRATE INLET
TOP=90.06
INVERT=86.75
GRATE INLET
TOP=87.04
INVERT=82.70
GRATE INLET
TOP=87.01
INVERT=86.30
STORM DRAIN INLET
RIM=88.12
INVERT=84.92
THROAT=88.17
N-89°36'54"-E 255.33'(ACT.)
N-89°29'15"-E 255.44'(REC.)
TWIN 6IN BIRCH
SIGN "INFIRMARY WEST"
30IN OAK
N-89°36'54"-E
N-89°29'15"-E
STORM DRAIN MANHOLE
RIM=88.10
INVERT=84.30
6IN MAGNOLIA
SIGN "MEDICAL PARK"
68'
36 OAK
PARCEL "E"
13 SPACES
8
1.66 ACRES±
19 SPACES
GRATE INLET
TOP=86.78
INVERT=82.51
CREPE MYRT
CREPE MYRT
CREPE MYRT
SIGN "UNDERGRND TILE"
SIGN "MEDICAL PARK"
N-00°28'05"-W 256.41'(ACT.)
N-00°30'45"-W 255.75'(REC.)
N-00°25'45"-W 281.68'(ACT.)
N-00°30'45"-W 280.75'(REC.)
GRATE INLET
TOP=84.87
INVERT=81.22 12"RCP(W)
INVERT=81.34 12"RCP(N)
INVERT=81.30 15"RCP(SW)
STORM DRAIN INLET
RIM=85.69
INVERT=81.75
THROAT=84.59
GRATE INLET
TOP=85.80
INVERT=82.91
7 SPACES
5 SP.
8 SP
44 OAK
18 MAGNOLIA
12 MAGNOLIA
32 OAK
20' SANITARY SEWER E
MAP BOOK 34, PAGE 6
N-00°22'08"-W 10'(ACT.)
N-00°30'45"-W (REC.)
GRATE INLET
TOP=82.36
INVERT=FULL OF DEBRIS
GIRBY ROAD

Zoning Web Map



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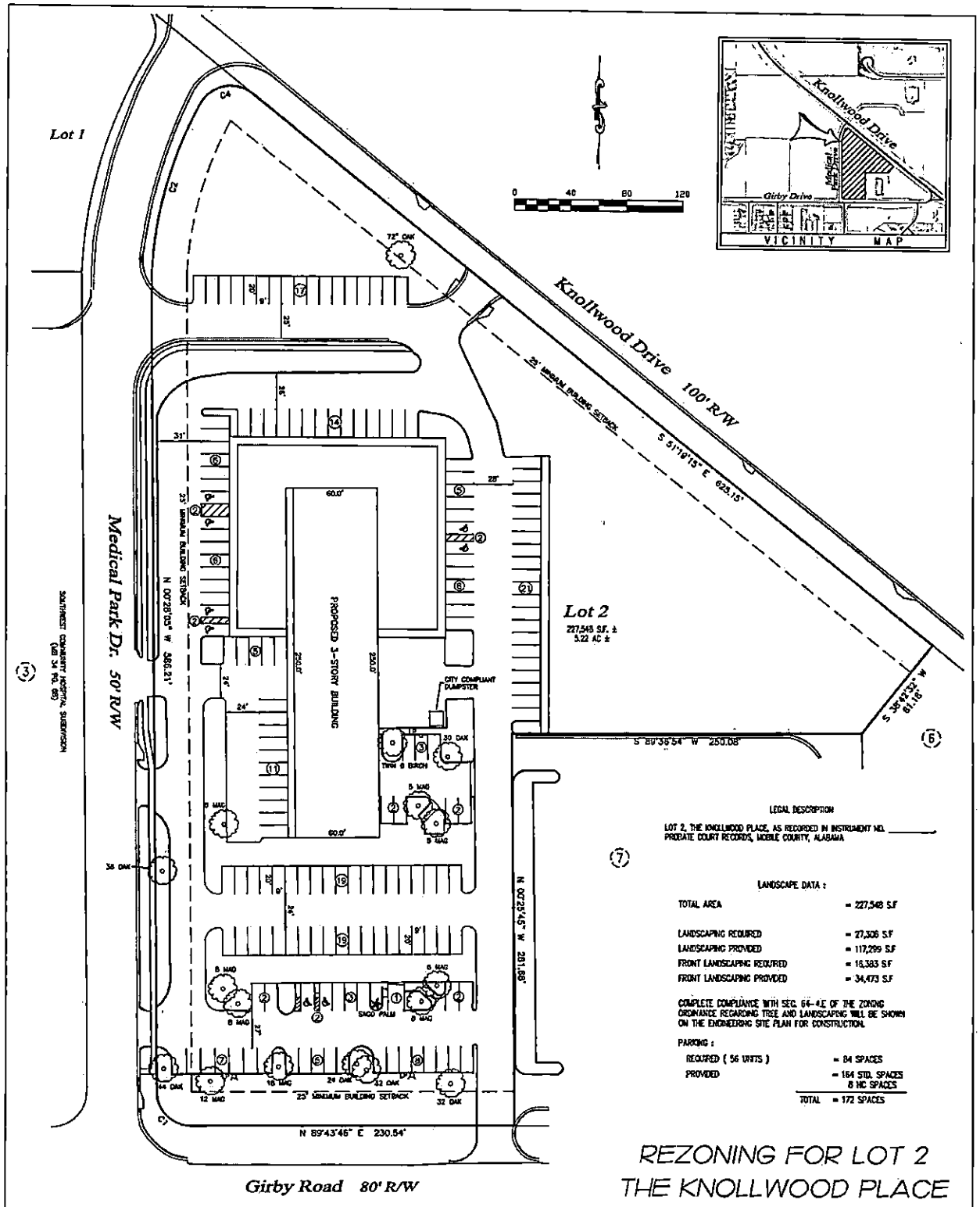
1:2,184

City of Mobile GIS Department



LEGAL DESCRIPTION

LOT 2, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. _____, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

LANDSCAPE DATA :

TOTAL AREA	= 227,548 S.F
LANDSCAPING REQUIRED	= 27,306 S.F
LANDSCAPING PROVIDED	= 117,299 S.F
FRONT LANDSCAPING REQUIRED	= 16,383 S.F
FRONT LANDSCAPING PROVIDED	= 34,473 S.F

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING :

REQUIRED (56 UNITS)	= 84 SPACES
PROVIDED	= 164 STD. SPACES 8 HC SPACES
TOTAL	= 172 SPACES

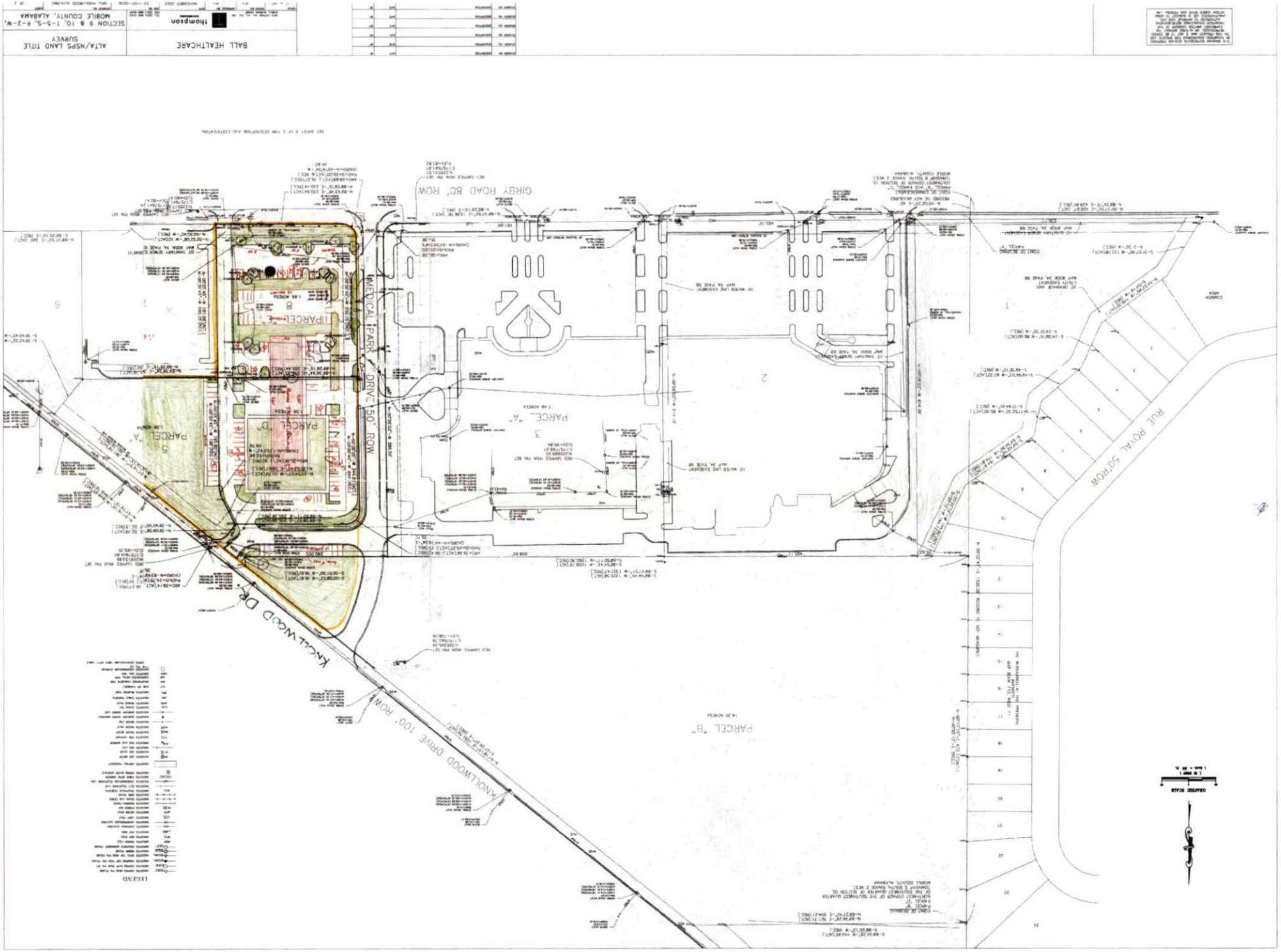
CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	88°38'38"	38.68'	25.00'	24.42'	N 45°14'04" W	34.93'
C2	25°57'01"	126.25'	278.75'	64.23'	N 15°34'35" E	125.17'
C4	100°07'40"	43.69'	25.00'	29.86'	N 78°35'55" E	38.34'

REZONING FOR LOT 2
THE KNOLLWOOD PLACE

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
FEBRUARY 19, 2024


ALTA/NSPS LAND TITLE SURVEY
SECTION 9 & 10, T-5-S, R-2-W, MOBILE COUNTY, ALABAMA
thompson
BALL HEALTHCARE
GIRDY ROAD 80' ROW
MEDICAL PARK DRIVE 50' ROW
KNOLLWOOD DRIVE 100' ROW
RUE ROYAL 50'ROW
PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"
LEGEND

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Planning Commission
April 18, 2024

Agenda Item # 4 - HOLDOVER

SUB-002858-2024 & ZON-UDC-002860-2024

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive

Subdivision Name:
The Knollwood Place Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
GK Land Holdings, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District; B-1, Buffer Business Suburban District; and B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Traditional Center

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:
- Subdivision approval to create two (2) legal lots of record;
- Rezoning from R-1, B-1, and B-2 to B-2 (proposed Lot 2 only)
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision approval with ten (10) conditions.
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 5
Staff Comments 7
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

HOLDOVER COMMENTS – APRIL 18th

The application was heldover by the Planning Commission at its March 21st meeting, as it was determined there were issues regarding the required notifications. As such, the applicant was required to have an additional neighborhood meeting in addition to the holdover. The applicant has submitted documentation regarding an additional neighborhood meeting held on March 20th, where compliant notice was provided.

Site History

While the majority of the subject site has not been before the Planning Commission or Board of Zoning Adjustment previously, most of the currently proposed Lot 2 was part of the Southwest Community Hospital Subdivision, which was approved by the Planning Commission at its April 1, 1981 meeting and later recorded in Probate Court.

Engineering Comments:

SUBDIVISION

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

NOTE: The proposed public ROW will need to be constructed, inspected by the City, and accepted for public maintenance by the City Council prior to receiving FINAL PLAT signature by the City Engineer.

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a written description for the PROPOSED subdivision boundary.
C. Show the recording information for the vacated ROW.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #85) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND LOT 2 – 62,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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:

Subdivision

The applicant proposes to create two (2) new lots of record from three (3) existing lots of and a single metes-and-bounds parcel. The subject site is served by public water and sanitary services.

Both proposed lots would exceed the minimum area requirements of the Subdivision Regulations and the Unified Development Code for the respective zoning districts. If approved, the lot size labels in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

The site has frontage on Knollwood Drive, Girby Road, Medical Park Drive (a portion of which is a private street), and an unopened right-of-way. Knollwood Drive and Girby Road are both major collectors on the Major Street Plan, and as such, should have a minimum right-of-way width of 100-feet. Knollwood Drive has an existing compliant right-of-way, making no dedications necessary. Girby Road is shown as having an existing 80-foot wide right-of-way, which matches what the Planning Commission approved as part of the Southwest Community Hospital Subdivision in 1981 for the applicable "collector street" standard of the time, therefore; it may be appropriate to waive Section 6.B.9. of the Subdivision Regulations. The preliminary plat depicts the existing private street segment of Medical Park Drive as being dedicated to the City of Mobile through this Subdivision application. The plat also states that a portion of the existing right-of-way of Medical Park Drive will be vacated. If approved, the right-of-way dedication process should be complete prior to Planning & Zoning staff signing the Final Plat.

As on the preliminary plat the 25-foot minimum building setback line along all streets should be retained on the Final Plat, if approved.

As proposed, Lot 2 would incorporate Lots 4 and 8 of the Southwest Community Hospital Subdivision (zoned B-1), with Lot 5 of the Southwest Community Hospital Subdivision (zoned B-2), and a portion of a metes-and-bounds parcel to the North (zoned R-1); therefore, the proposed rezoning for proposed Lot 2 should be completed to eliminate split zoning before the Final Plat is signed.

It should also be noted that a sidewalk will be required along all public street frontages, or a Sidewalk Waiver obtained.

Rezoning

With the proposed subdivision, a split-zoned situation would occur for proposed Lot 2. In order to eliminate split zoning, the applicant proposes to rezone the proposed Lot 2 from R-1, B-1, and B-2 to B-2. The proposed B-2 classification would allow for the proposed use as elderly housing; however, the use is also allowed by-right in an R-3 or B-1 district. The Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

HOLDOVER CONSIDERATIONS – APRIL 18th

Subdivision

Standards of Review:

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

Considerations:

Based on the preceding, and with a waiver of Section 6.B.9. of the Subdivision Regulations (for the Girby Road right-of-way), if the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the right-of-way vacation process prior to the signing of the Final Plat;
2. Completion of the Rezoning process for proposed Lot 2 prior to signing the Final Plat;
3. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of the right-of-way width of all streets on the Final Plat;
5. Retention of the 25-foot minimum building setback line along all streets;
6. Provision of a sidewalk along all public street frontages at the time of development, or submission of a Sidewalk Waiver;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

Rezoning

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:

(1) The current development trends, if any, in the vicinity of the subject property;
(2) Surrounding land uses;
(3) Would adversely impact neighboring properties; or
(4) Cause a loss in property values.

D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

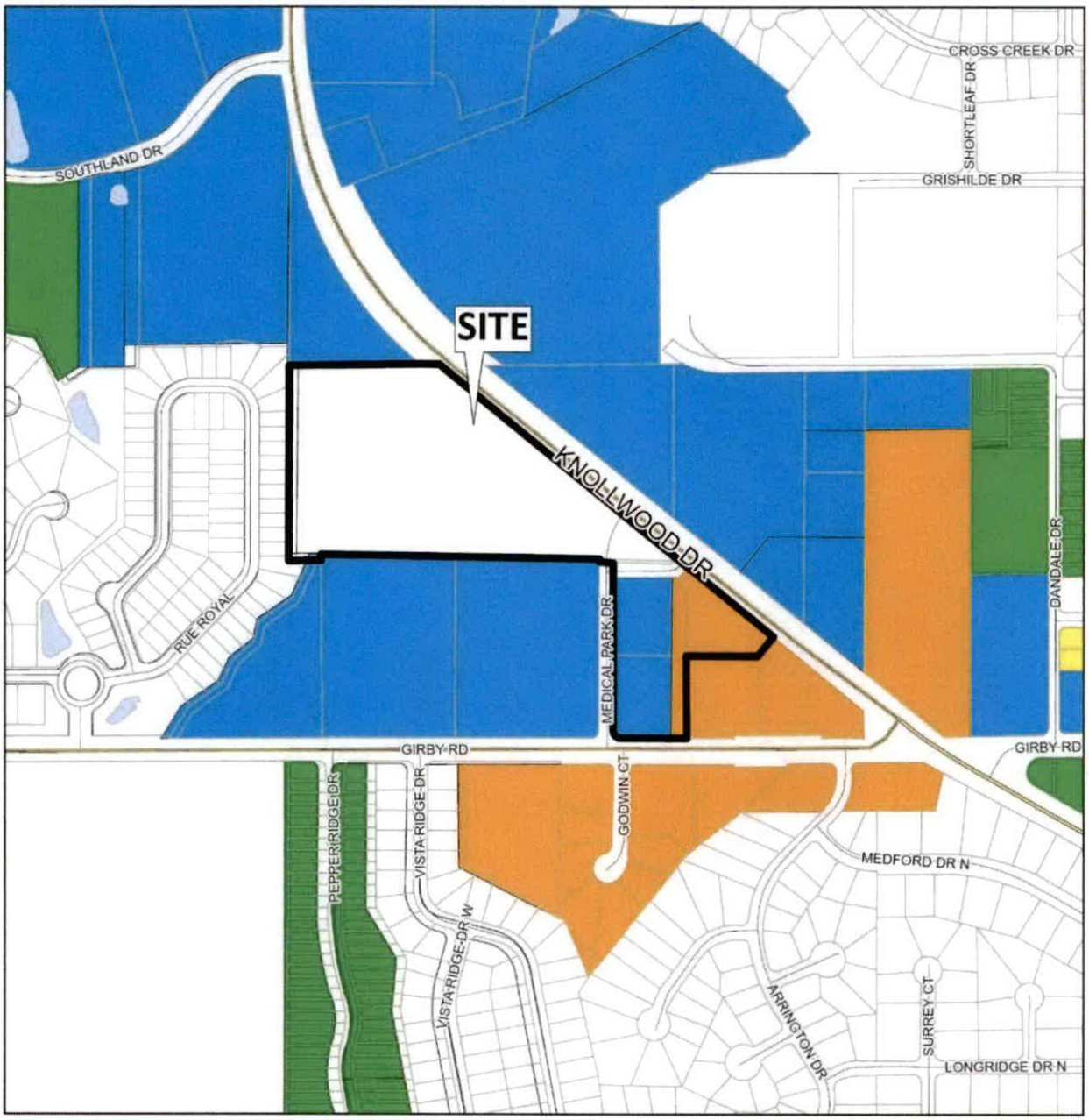
If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

STAFF COMMENTS – MARCH 21st

Due to issues regarding notifications, these applications must be heldover until the April 18th meeting.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE April 18, 2024

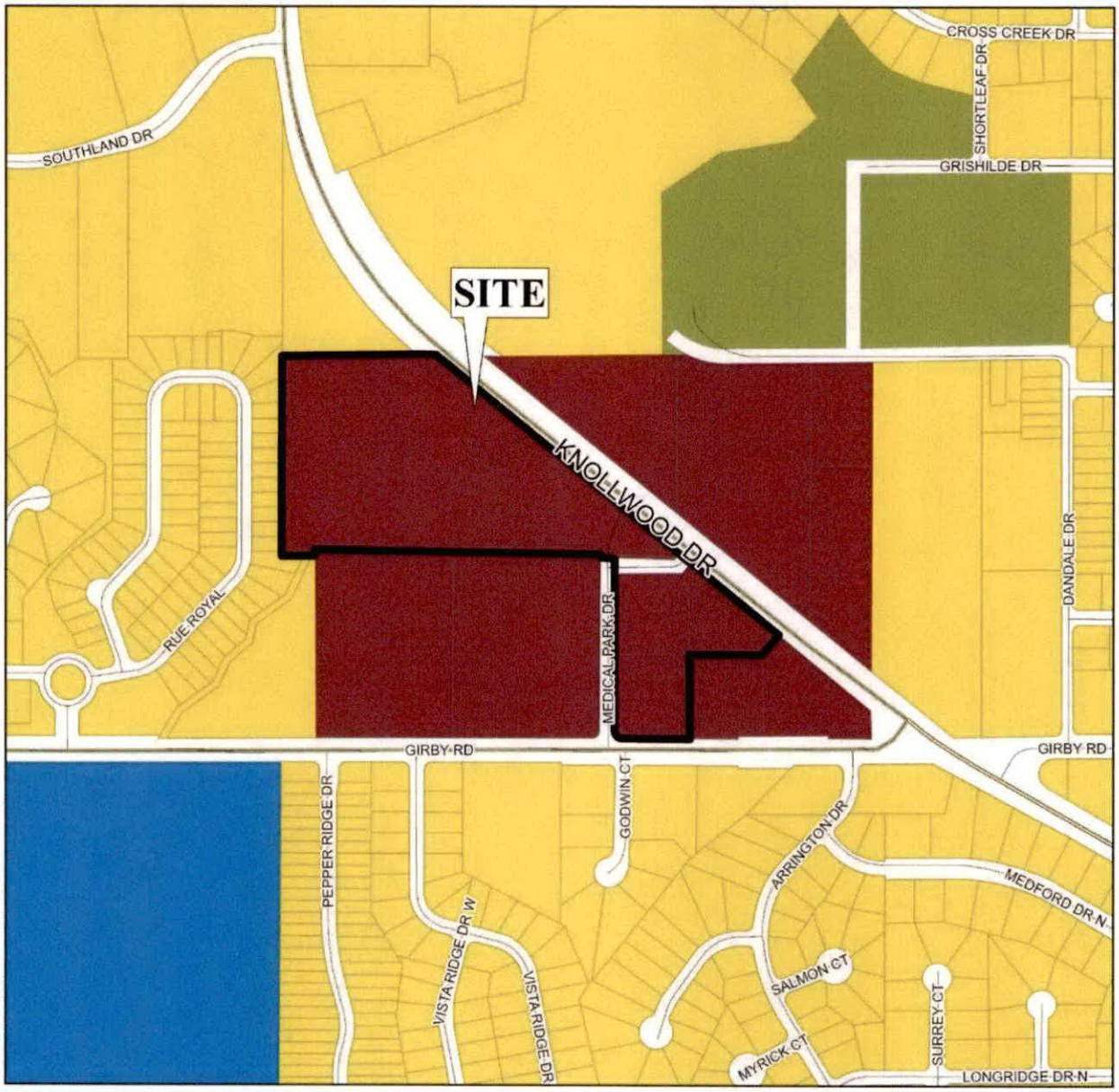
APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

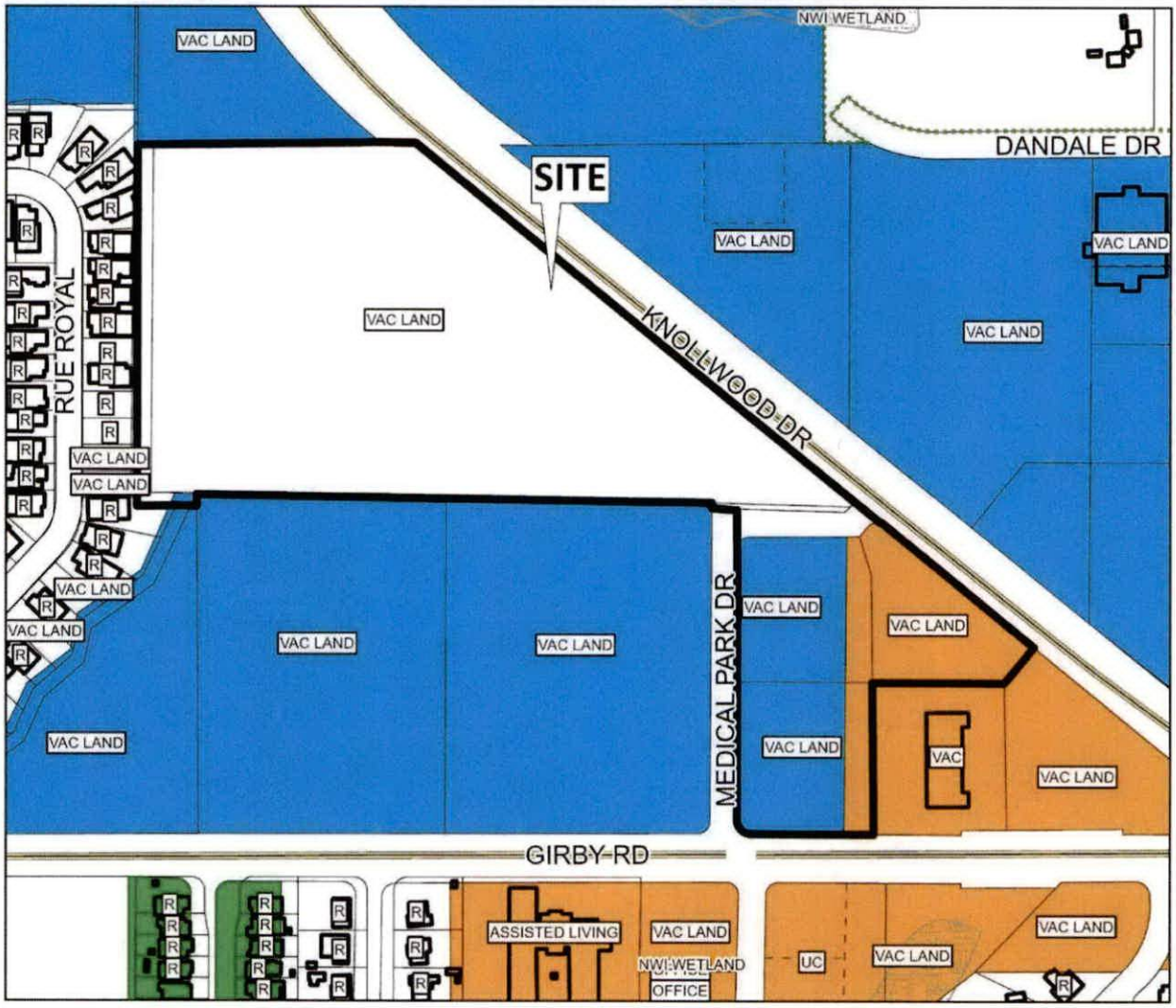
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

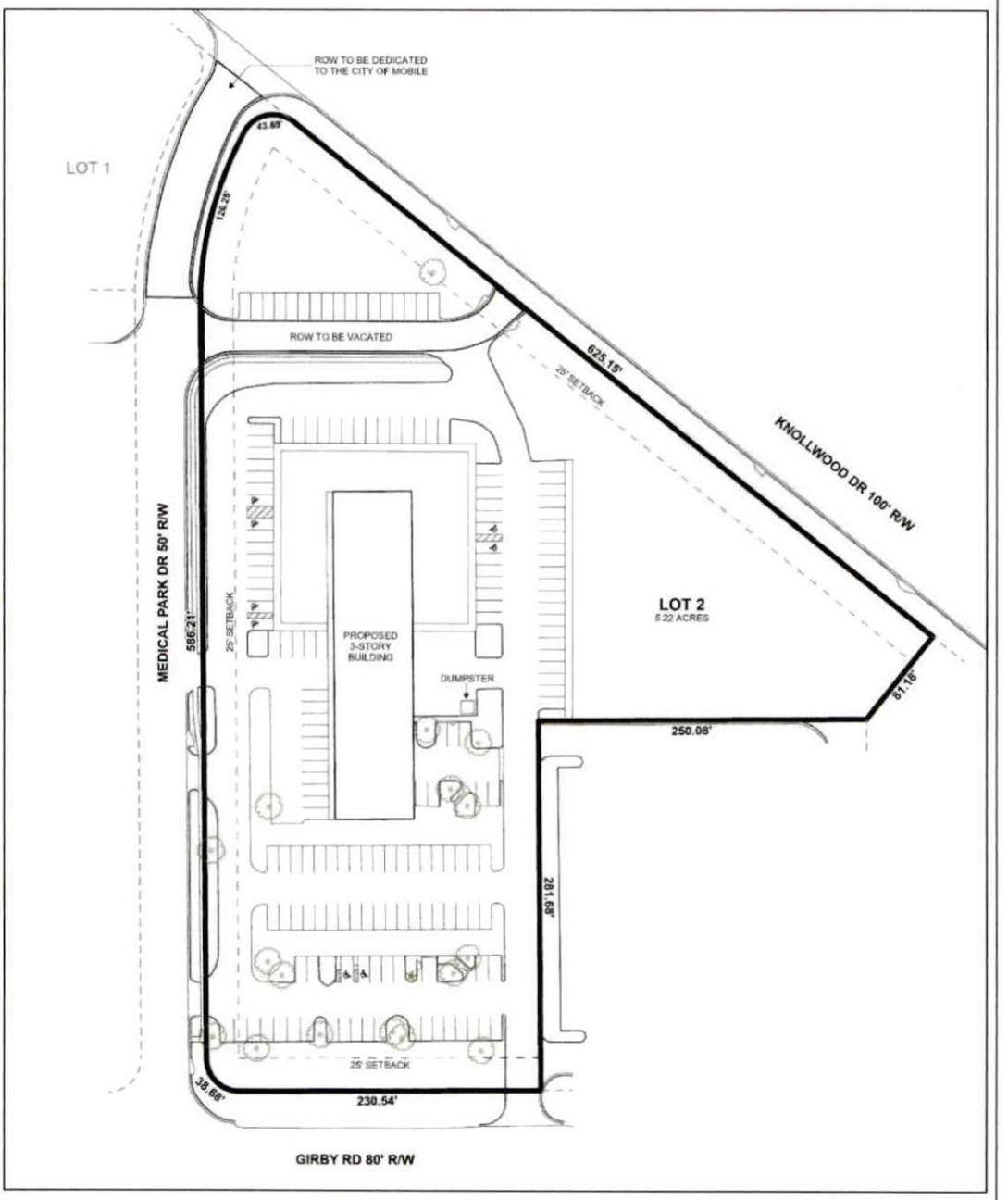
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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



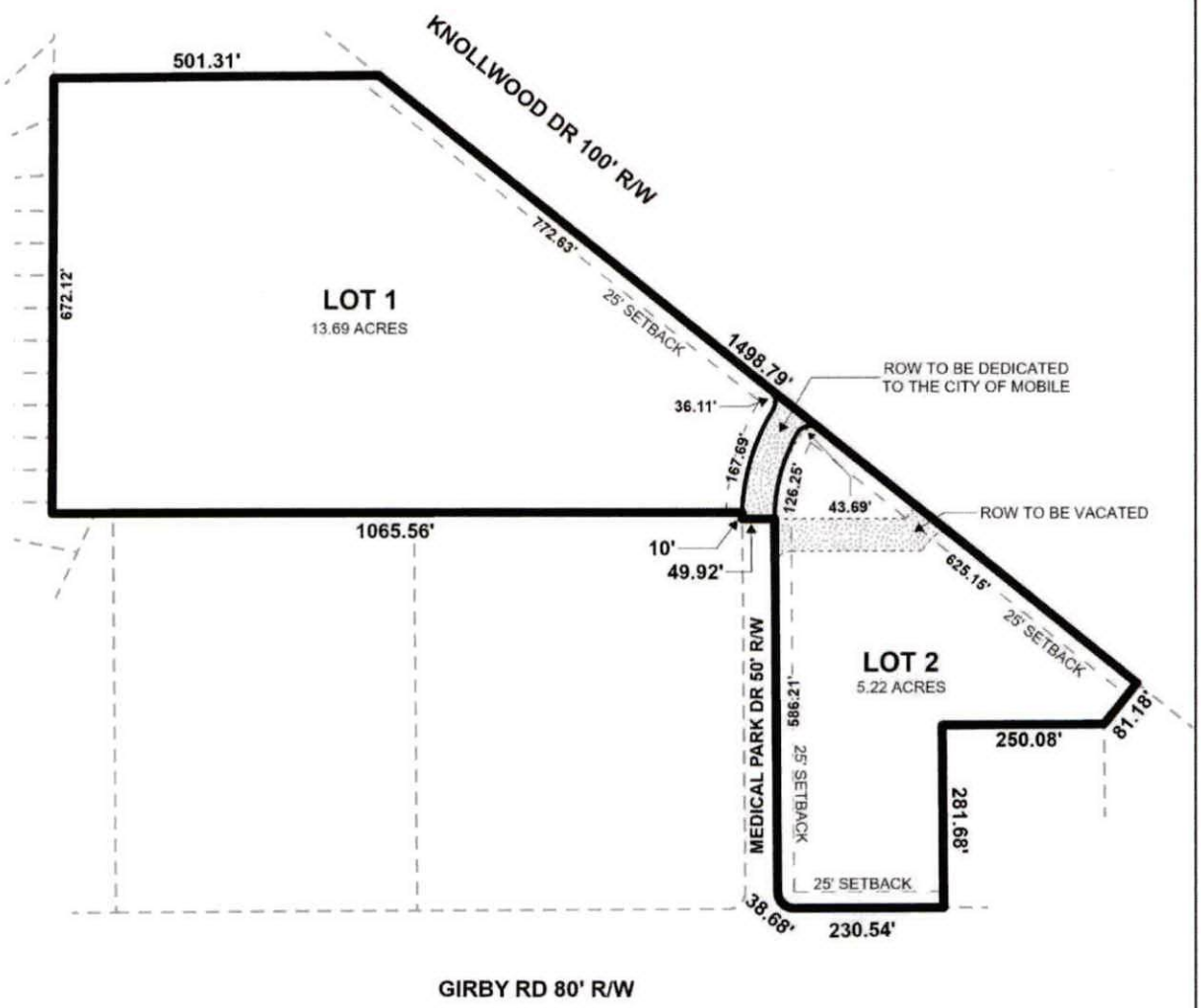
The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	4	DATE	April 18, 2024
APPLICANT	The Knollwood Place Subdivision		
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2		

N

NTS

SITE PLAN



APPLICATION NUMBER 4 DATE April 18, 2024

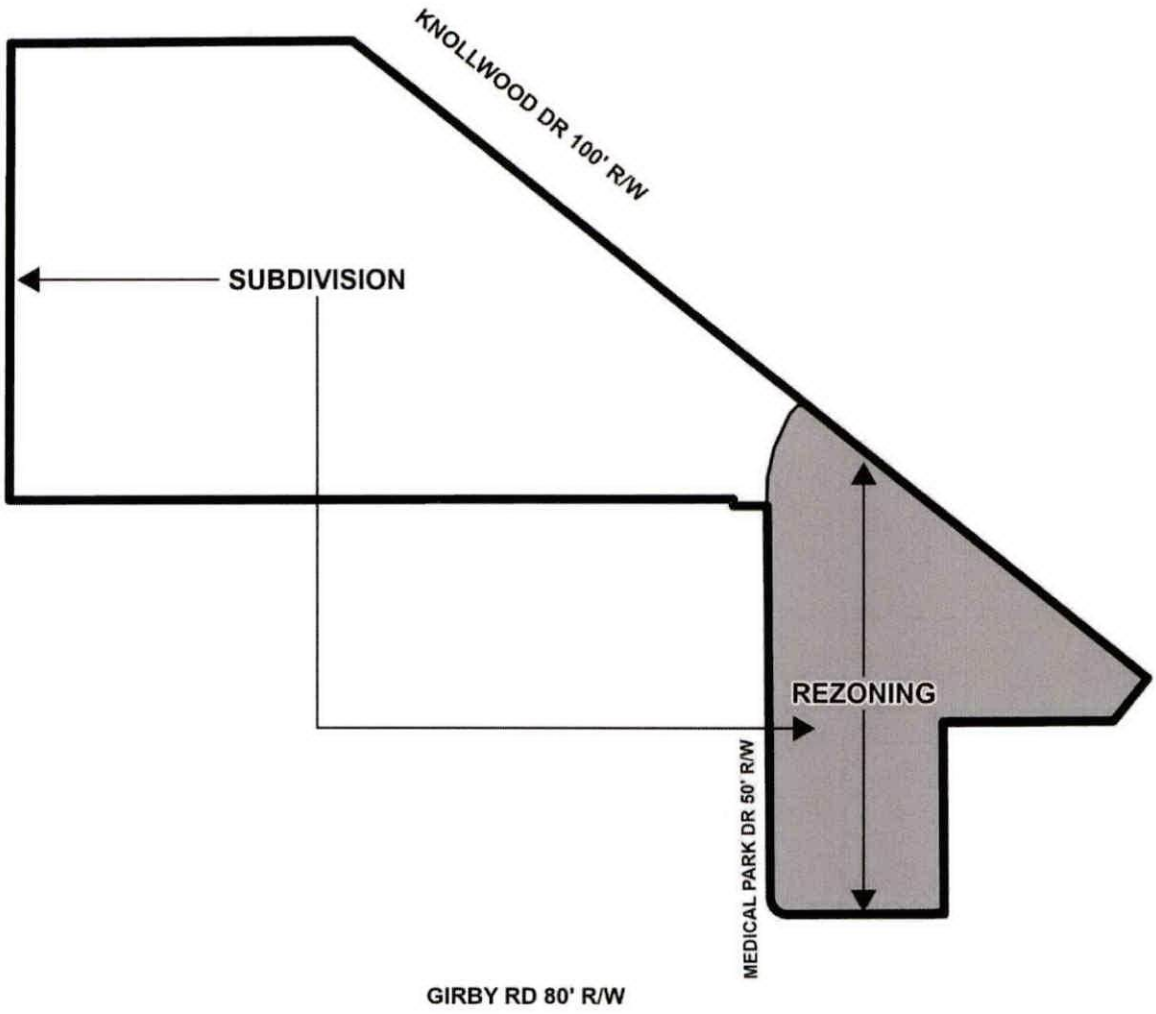
APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

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

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ac– must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

Planning Commission
March 21, 2024

Agenda Item # 13

SUB-002858-2024 & ZON-UDC-002860-2024

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive

Subdivision Name:
The Knollwood Place Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
GK Land Holdings, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District; B-1, Buffer Business Suburban District; and B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Traditional Center

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:
- Subdivision approval to create two (2) legal lots of record;
- Rezoning from R-1, B-1, and B-2 to B-2 (proposed Lot 2 only)
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision holdover to the April 18th meeting.
2. Rezoning holdover to the April 18th meeting.

Report Contents: **Page**

Context Map 2
Staff Comments 3
Exhibits 4

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 13 DATE March 21, 2024

APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

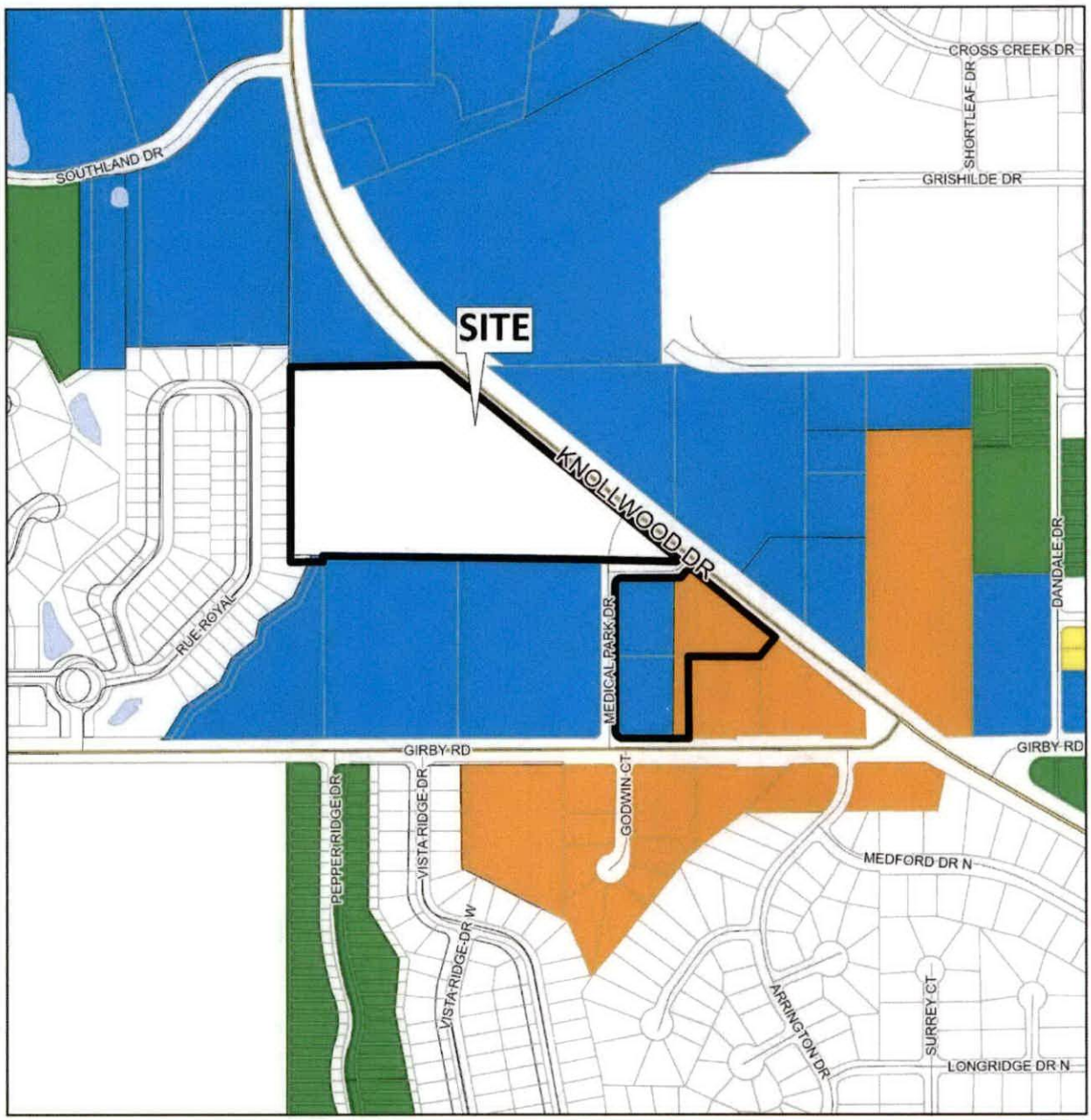
N

NTS

STAFF COMMENTS

Due to issues regarding notifications, these applications must be heldover until the April 18th meeting.

LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE March 21, 2024

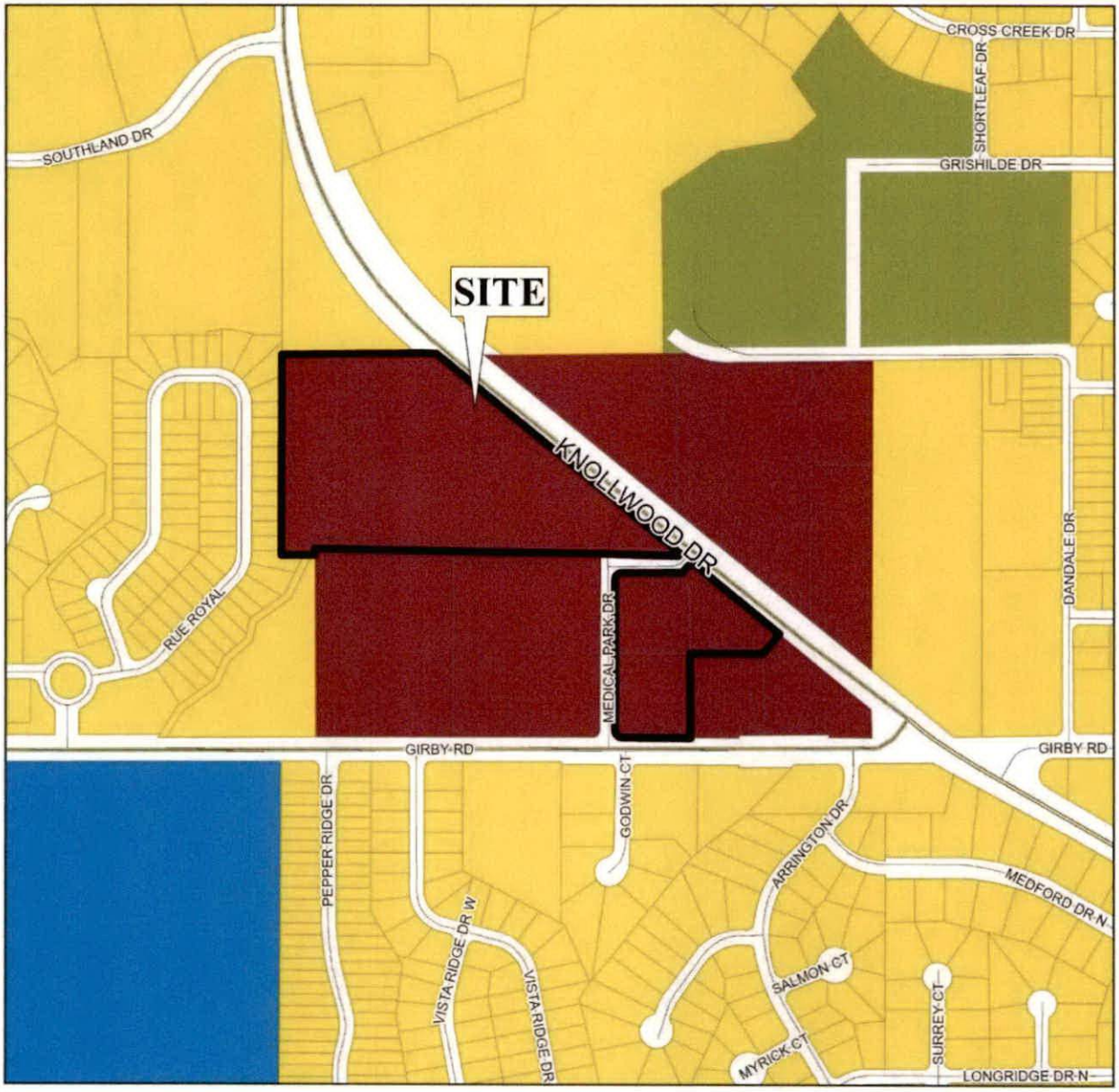
APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE March 21, 2024

APPLICANT The Knollwood Place Subdivision

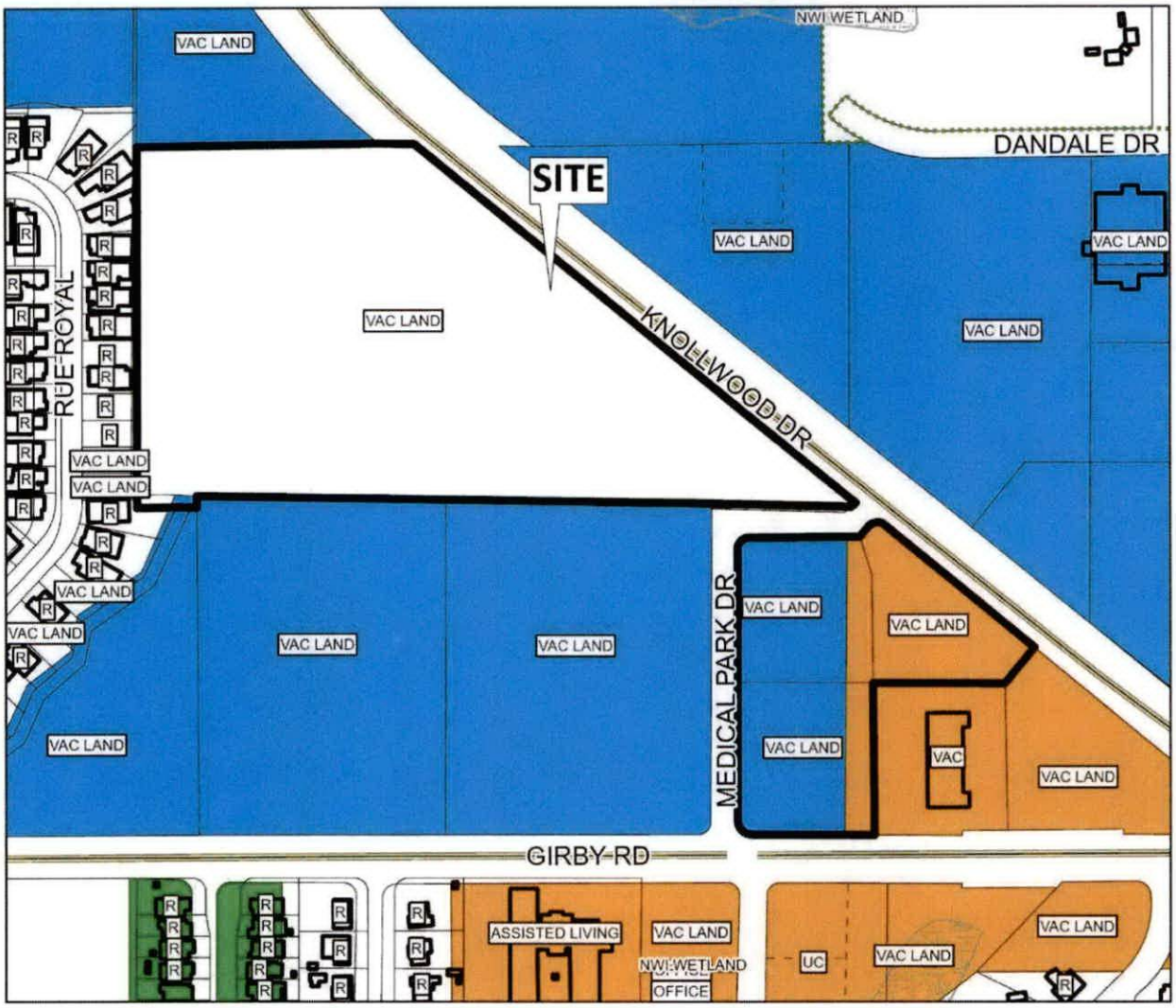
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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APPLICATION NUMBER 13 DATE March 21, 2024

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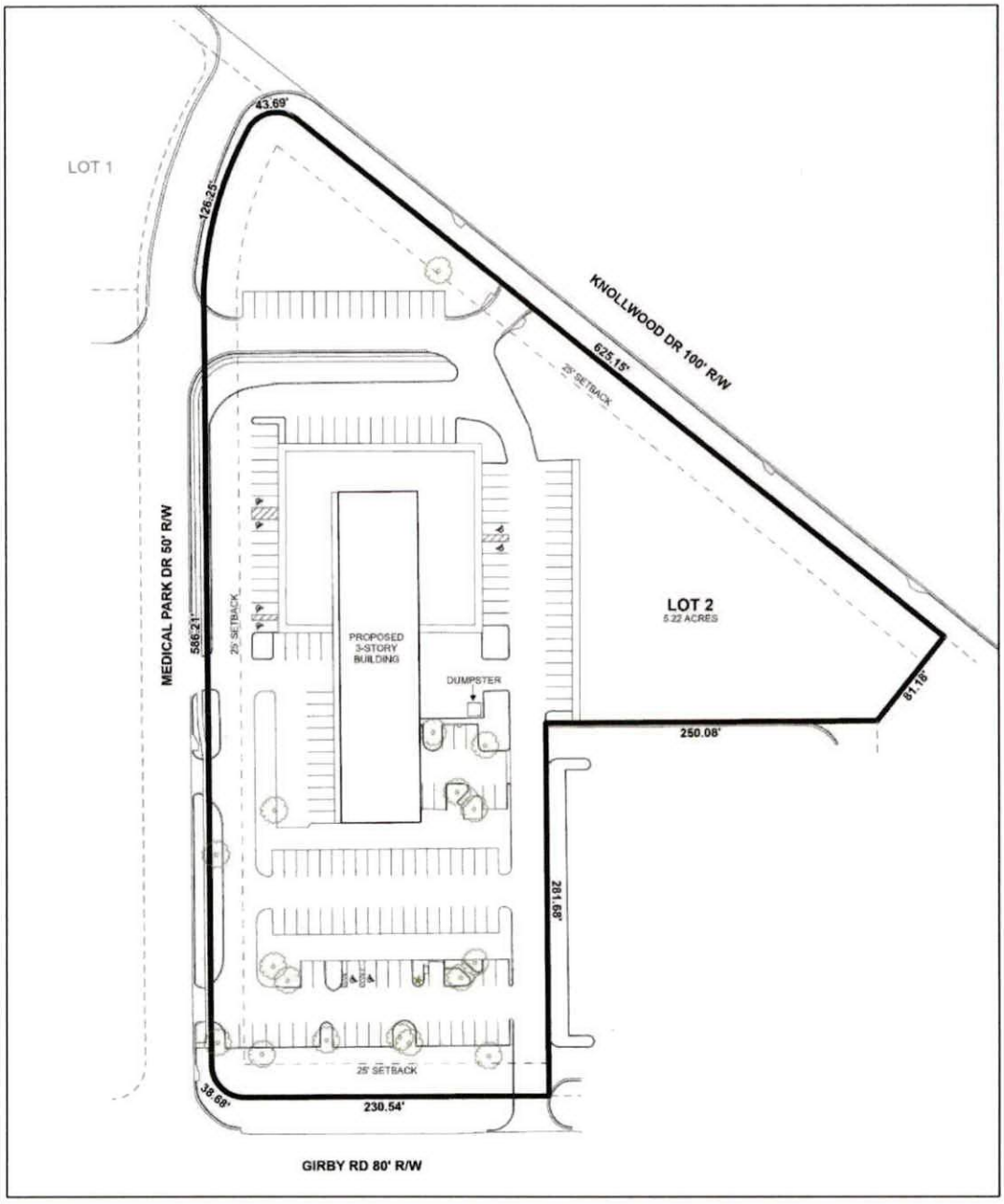
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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

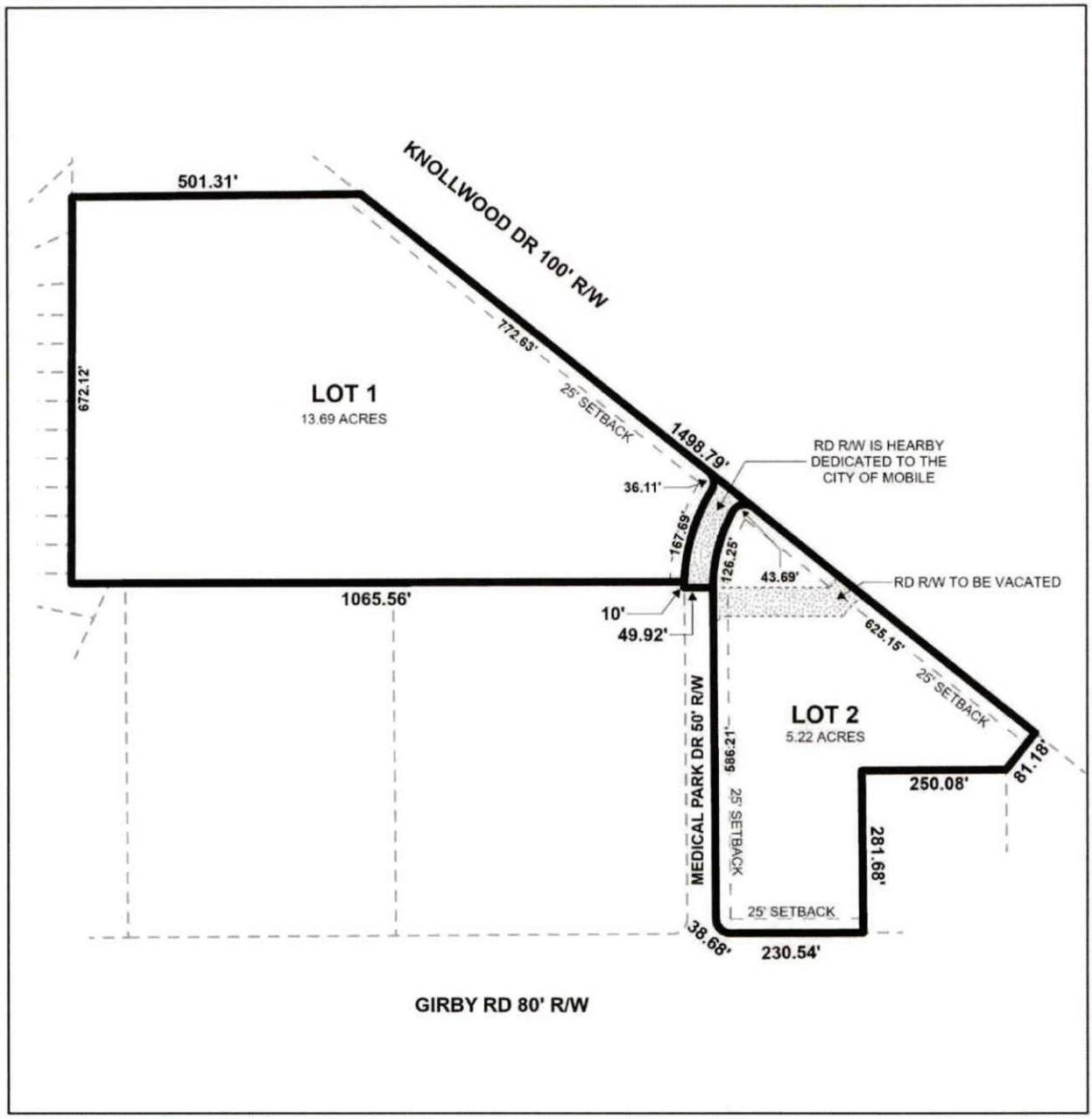
SITE PLAN



The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	13	DATE	March 21, 2024	N
APPLICANT	The Knollwood Place Subdivision			
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2			NTS

SITE PLAN



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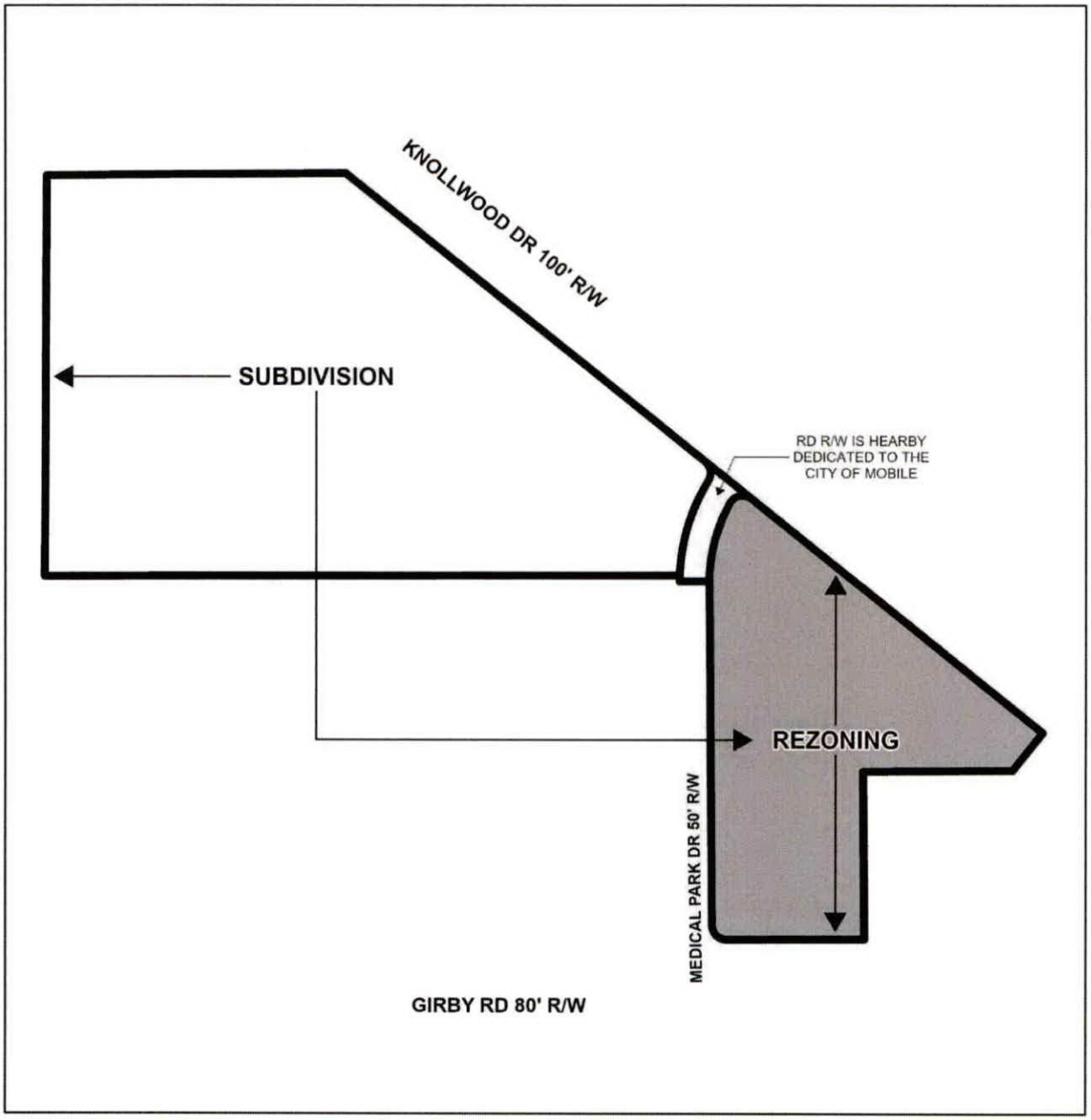
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

DETAIL SITE PLAN



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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	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
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CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 1, 2,3, & 5
COM Project: 2024-3005-01

PROJECT #: RSF24 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: $6,136,407.05

VENDOR NAME: Mobile Asphalt Company, LLC.

VENDOR NUMBER: 134530

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** 6/12/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, and Joel Daves

WHEREAS, bids for street repairs for districts 1, 2, 3 and 5 were received and opened on May 1, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Mobile Asphalt Company, LLC., in the amount of $6,136,407.05.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Mobile Asphalt Company, LLC.

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: Mobile Asphalt Company, LLC.

Project Name: 2024 CIP Resurfacing City Council Districts 1, 2, 3 and 5

Project Number: 2024-3005-01

Amount: $6,136,407.05

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2024 CIP RESURFACING, CITY COUNCIL DISTRICTS 1,2,3&5

PROJECT NO. 2024-3005-01

BID DATE-MAY 1ST 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

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Project Addendums ..... Attachment F

Sales Tax Exemption Form ..... Attachment G

2024 CIP Resurfacing Map Book ..... Attachment H

1-Resurfacing Map Overall
2-Project Limits
3-Deficiency Tables and Maps
4-ADA Ramp Locations; Districts 1,2,3 & 5
5-Milling Schedule; Districts 1,2,3 & 5
6-Exhibit A1 Hannon McGill
7-Exhibit A2 Conti Site Plan
8-Exhibit B Guardrail Repairs
9-Exhibit C Construction Details

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, **May 1, 2024** and then publicly opened and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2024-3005-01**
Project: **2024 CIP RESURFACING CITY COUNCIL DISTRICTS 1,2,3 & 5**
Project Description: Asphalt milling, overlaying, road repairs, striping & markings.

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC., 30673 Sgt E I Boots Thomas Dr., Spanish Fort, Alabama 36527** upon payment of one hundred and five dollars ($105.00). 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 24, 2024**. No questions, whether orally or written, will be addressed after 12:00 P.M. on **April 29, 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 24, 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.

Bidders are advised to carefully and thoroughly review the bid documents 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) <u>Major Classification</u> 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 1,2,3 & 5**, City of Mobile Project No. **2024-3005-01**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE APRIL 3, 2024, APRIL 10, 2024, and APRIL 17, 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 insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 CIP Resurfacing**, City of Mobile Project No. **2024-3005-01**, 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 5/15/24

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 Sawgrass Consulting, LLC., as well as the premises

Project Name: 2024 CIP Resurfacing
Project No: 2024-3005-01
Project Description: Street resurfacing and related work
Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **220** 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 30673 Sgt. E.I. "Boots" Thomas Drive, Spanish Fort, AL 36527. In order to receive consideration, the request must be received before 12:00 p.m. on May 15th, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

See Spreadsheet

BASE BID

2024 CIP RESURFACING

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-C2	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	SY	5,688	_____ DOLLARS _____ CENTS		
206-C3	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	SY	1,408	_____ DOLLARS _____ CENTS		
206-C4	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	SY	3,153	_____ DOLLARS _____ CENTS		
206-C6	REMOVE CONCRETE SLOPE PAVING	SY	46	_____ DOLLARS _____ CENTS		
206-D	REMOVAL OF STEEL GUARDRAIL	LF	244	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-D2	REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING)	LF	11,995	_____ DOLLARS _____ CENTS		
206-D3	REMOVING CURB (INCL. SAW CUTTING) (INTEGRAL CURB ON CONCRETE STREETS)	LF	4,180	_____ DOLLARS _____ CENTS		
206-E1	REMOVAL OF INLET (TOTAL STRUCTURE)	EA	8	_____ DOLLARS _____ CENTS		
206-E2	REMOVAL OF INLET LID-PARTIAL (ALL TYPES)	EA	45	_____ DOLLARS _____ CENTS		
206-E4	REMOVE CONCRETE INLET THROATS	EA	32	_____ DOLLARS _____ CENTS		
206-E5	REMOVAL OF POST (ALL TYPES)	EA	30	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-E6	REMOVAL OF GUARDRAIL END ANCHOR	EA	5	_____ DOLLARS _____ CENTS		
209-A2	MAILBOX RESET (STANDARD)	EA	8	_____ DOLLARS _____ CENTS		
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	CY	725	_____ DOLLARS _____ CENTS		
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	CY	500	_____ DOLLARS _____ CENTS		
214-A	STRUCTURE EXCAVATION	CY	191	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
214-B	FOUNDATION BACKFILL, COMMERCIAL	CY	100	_____ DOLLARS _____ CENTS		
260-A	FLOWABLE FILL	CY	36	_____ DOLLARS _____ CENTS		
301-A	CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick	SY	1,460	_____ DOLLARS _____ CENTS		
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	TON	200	_____ DOLLARS _____ CENTS		
305-B	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	TON	140	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	SY	230,300	_____ DOLLARS _____ CENTS		
408-A2	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	SY	8,000	_____ DOLLARS _____ CENTS		
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	TON	22,028	_____ DOLLARS _____ CENTS		
429-A2	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220LB/SY, (INCL. TACK COAT)	TON	920	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY, (INCL. TACK COAT)	TON	600	_____ DOLLARS _____ CENTS		
429-B3	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, UPPER BINDER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCL. TACK COAT)	TON	320	_____ DOLLARS _____ CENTS		
450-A	REINFORCED CONCRETE PAVEMENT, 6" THICK	SY	2,136	_____ DOLLARS _____ CENTS		
533-B1	18x11" RCAP STORM SEWER PIPE	LF	240	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
533-C1	CONNECT TO EXISTING INLET	EA	1	_____ DOLLARS _____ CENTS		
600-A	MOBILIZATION	LS	1	_____ DOLLARS _____ CENTS		
614-B	CONCRETE SLOPE PAVING, 5" THICK	SY	46	_____ DOLLARS _____ CENTS		
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SY	4,780	_____ DOLLARS _____ CENTS		
618-A2	CONCRETE SIDEWALK (INCL. EXCAVATION) (MISC.SITES)	SY	400	_____ DOLLARS _____ CENTS		

See Spreadsheet K

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
618-A3	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	SY	190	_____ DOLLARS _____ CENTS		
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	SY	1,408	_____ DOLLARS _____ CENTS		
618-D1	HANDICAP RAMP, TYPE A	EA	129	_____ DOLLARS _____ CENTS		
618-D2	HANDICAP RAMP, TYPE C	EA	21	_____ DOLLARS _____ CENTS		
618-D3	HANDICAP RAMP, TYPE D	EA	5	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	EA	209	_____ DOLLARS _____ CENTS		
620-A	MINOR STRUCTURE CONCRETE	CY	16	_____ DOLLARS _____ CENTS		
621-A	JUNCTION BOX (DOGHOUSE)	EA	1	_____ DOLLARS _____ CENTS		
621-C1	INLET,TYPE GRATE	EA	7	_____ DOLLARS _____ CENTS		
621-C4	INLET, PARTIAL (TOP- RELACE)	EA	36	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
621-C5	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	EA	3	_____ DOLLARS _____ CENTS		
621-C6	INLET, PARTIAL (TOP-MODIFY TO CURB TYPE)	EA	2	_____ DOLLARS _____ CENTS		
621-C7	INLET,PARTIAL (THROAT)	EA	32	_____ DOLLARS _____ CENTS		
621-N1	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	EA	2	_____ DOLLARS _____ CENTS		
621-N2	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	SF	200	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
623-A	CONCRETE VALLEY GUTTER; MATCH EXISTING	LF	6,219	_____ DOLLARS _____ CENTS		
623-B1	CONCRETE CURB (MATCH IN-KIND) (INCL. INTEGRAL TO SLAB)	LF	4,107	_____ DOLLARS _____ CENTS		
623-C	COMBINATION CURB AND GUTTER	LF	5,665	_____ DOLLARS _____ CENTS		
630-A	STEEL BEAM GUARDRAIL, CL A TYPE 2	LF	120	_____ DOLLARS _____ CENTS		
630-A1	STEEL BEAM GUARDRAIL,CL A TYPE 2, CASE 1	LF	126	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
630-C1	GUARDRAIL END ANCHOR,TYPE 8	EA	2	_____ DOLLARS _____ CENTS		
630-C2	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	EA	5	_____ DOLLARS _____ CENTS		
630-C3	GUARDRAIL END ANCHOR, BOX END	EA	1	_____ DOLLARS _____ CENTS		
631-A	POST RESET	EA	6	_____ DOLLARS _____ CENTS		
631-B1	NEW POST AND SPACER BLOCKS	EA	3	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
631-D	NEW STEEL BEAM GUARDRAIL "ONLY"	LF	44	_____ DOLLARS _____ CENTS		
631-E1	GUARDRAIL END ANCHOR, TYPE 20 (RESET)	EA	1	_____ DOLLARS _____ CENTS		
631-E2	GUARDRAIL END ANCHOR, ALL TYPES (RESET)	EA	1	_____ DOLLARS _____ CENTS		
631-G1	GUARDRAIL REFLECTOR "X" TYPE (INCLUDES REMOVAL)	EA	12	_____ DOLLARS _____ CENTS		
631-G2	REFLECTORIZED OBJECT SAFETY MARKERS (TYPE III)	EA	2	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
640-B	MINOR UTILITY ADJUSTMENT (WATER)	EA	10	_____ DOLLARS _____ CENTS		
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	CY	500	_____ DOLLARS _____ CENTS		
652-A	SEEDING	ACRE	2.0	_____ DOLLARS _____ CENTS		
654-A	SOLID SODDING (MATCH EXISTING)	SY	4,000	_____ DOLLARS _____ CENTS		
656-A	MULCHING	ACRE	2.0	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
665-E	POLYETHYLENE	SY	200	_____ DOLLARS _____ CENTS		
665-G	SANDBAGS	EA	100	_____ DOLLARS _____ CENTS		
665-J	SILT FENCE	LF	400	_____ DOLLARS _____ CENTS		
665-Q	WATTLES	LF	200	_____ DOLLARS _____ CENTS		
674-A	CONSTRUCTION SAFETY FENCE	LF	200	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
690-A	PROJECT SIGN (PORTABLE)	EA	2	_____ DOLLARS _____ CENTS		
701-A5	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1.0	_____ DOLLARS _____ CENTS		
701-A6	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	2.0	_____ DOLLARS _____ CENTS		
701-A7	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1.0	_____ DOLLARS _____ CENTS		
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	MILE	2.0	_____ DOLLARS _____ CENTS		

See Spreadsheet

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	SF	4,048	_____ DOLLARS _____ CENTS		
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SF	200	_____ DOLLARS _____ CENTS		
703-D	TEMPORARY TRAFFIC CONTROL MARKINGS	SF	2,232	_____ DOLLARS _____ CENTS		
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	EA	300	_____ DOLLARS _____ CENTS		
710-D	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	SF	30	_____ DOLLARS _____ CENTS		

See Spreadsheet A

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
730-H	LOOP WIRE	LF	2,000	_____ DOLLARS _____ CENTS		
740-A	TRAFFIC CONTROL	LS	1	_____ DOLLARS _____ CENTS		
999-R	RUBBER RINGS FOR MANHOLES	EA	20	_____ DOLLARS _____ CENTS		
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	LS	1	FOURTY THOUSAND DOLLARS ZERO CENTS	$40,000.00	$40,000.00
				TOTAL AMOUNT		

Project No. 2024-3005-01
2024 CIP City of Mobile

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-C2	5,688	SY	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	FIFTEEN DOLLARS AND FIFTY CENTS	$ 15.50	$ 88,164.00
206-C3	1,408	SY	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	FIFTEEN DOLLARS AND FIFTY CENTS	$ 15.50	$ 21,824.00
206-C4	3,153	SY	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	TWENTY EIGHT DOLLARS AND NO CENTS	$ 28.00	$ 88,284.00
206-C6	46	SY	REMOVE CONCRETE SLOPE PAVING	TWENTY ONE DOLLARS AND NO CENTS	$ 21.00	$ 966.00
206-D	244	LF	REMOVAL OF STEEL GUARDRAIL	THREE DOLLARS AND SIXTY CENTS	$ 3.60	$ 878.40
206-D2	11,995	LF	REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING)	THIRTEEN DOLLARS AND NO CENTS	$ 13.00	$ 155,935.00
206-D3	4,180	LF	REMOVING CURB (INCL. SAW CUTTING) (INTEGRAL CURB ON CONCRETE STREETS)	THIRTEEN DOLLARS AND NO CENTS	$ 13.00	$ 54,340.00
206-E1	8	EA	REMOVAL OF INLET (TOTAL STRUCTURE)	FIVE HUNDRED FIFTEEN DOLLARS AND NO CENTS	$ 515.00	$ 4,120.00
206-E2	45	EA	REMOVAL OF INLET LID-PARTIAL (ALL TYPES)	THREE HUNDRED TEN DOLLARS AND NO CENTS	$ 310.00	$ 13,950.00
206-E4	32	EA	REMOVE CONCRETE INLET THROATS	THREE HUNDRED TEN DOLLARS AND NO CENTS	$ 310.00	$ 9,920.00
206-E5	30	EA	REMOVAL OF POST (ALL TYPES)	THIRTY DOLLARS AND NO CENTS	$ 30.00	$ 900.00
206-E6	5	EA	REMOVAL OF GUARDRAIL END ANCHOR	THREE HUNDRED SIXTY DOLLARS AND NO CENTS	$ 360.00	$ 1,800.00
209-A2	8	EA	MAILBOX RESET (STANDARD)	ONE HUNDRED SEVENTY DOLLARS AND NO CENTS	$ 170.00	$ 1,360.00
210-A	725	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	EIGHTEEN DOLLARS AND TEN CENTS	$ 18.10	$ 13,122.50
210-D	500	CY	BORROW EXCAVATION (TRUCK BED MEASURE)	TWENTY THREE DOLLARS AND TWENTY FIVE CENTS	$ 23.25	$ 11,625.00
214-A	191	CY	STRUCTURE EXCAVATION	FORTY DOLLARS AND NO CENTS	$ 40.00	$ 7,640.00
214-B	100	CY	FOUNDATION BACKFILL, COMMERCIAL	EIGHTY FIVE DOLLARS AND NO CENTS	$ 85.00	$ 8,500.00
260-A	36	CY	FLOWABLE FILL	TWO HUNDRED FORTY DOLLARS AND NO CENTS	$ 240.00	$ 8,640.00
301-A	1,460	SY	CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick	TWENTY NINE DOLLARS AND NO CENTS	$ 29.00	$ 42,340.00
301-B	200	TON	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	NINETY DOLLARS AND NO CENTS	$ 90.00	$ 18,000.00
305-B	140	TON	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	NINETY DOLLARS AND NO CENTS	$ 90.00	$ 12,600.00
408-A1	230,300	SY	PLANING EXISTING PAVEMENT, 1"-2" Thick	ONE DOLLAR AND SEVENTY SIX CENTS	$ 1.76	$ 405,328.00
408-A2	8,000	SY	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	TWO DOLLARS AND NO CENTS	$ 2.00	$ 16,000.00
429-A1	22,028	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	ONE HUNDRED THIRTY DOLLARS AND NO CENTS	$ 130.00	$ 2,863,640.00
429-A2	920	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220LB/SY, (INCL. TACK COAT)	ONE HUNDRED TEN DOLLARS AND NO CENTS	$ 110.00	$ 101,200.00
429-B1	600	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B UP TO 165LB/SY, (INCL. TACK COAT)	ONE HUNDRED TEN DOLLARS AND NO CENTS	$ 110.00	$ 66,000.00
429-B3	320	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURACE, UPPER BINDER, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCL. TACK COAT)	ONE HUNDRED TEN DOLLARS AND NO CENTS	$ 110.00	$ 35,200.00
450-A	2,136	SY	REINFORCED CONCRETE PAVEMENT, 6" THICK	EIGHTY SEVEN DOLLARS AND EIGHTY FIVE CENTS	$ 87.85	$ 187,647.60
533-B1	240	LF	18x11" RCAP STORM SEWER PIPE	ONE HUNDRED FOURTEEN DOLLARS AND NO CENTS	$ 114.00	$ 27,360.00
533-C1	1	EA	CONNECT TO EXISTING INLET	FIVE HUNDRED FIFTEEN DOLLARS AND NO CENTS	$ 515.00	$ 515.00
600-A	1	LS	MOBILIZATION	SIXTY THOUSAND DOLLARS AND NO CENTS	$ 60,000.00	$ 60,000.00
614-B	46	SY	CONCRETE SLOPE PAVING, 5" THICK	SIXTY SEVEN DOLLARS AND FIFTEEN CENTS	$ 67.15	$ 3,088.90
618-A1	4,780	SY	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SIXTY TWO DOLLARS AND NO CENTS	$ 62.00	$ 296,360.00
618-A2	400	SY	CONCRETE SIDEWALK (INCL. EXCAVATION) (MISC.SITES)	SEVENTY SEVEN DOLLARS AND FIFTY CENTS	$ 77.50	$ 31,000.00
618-A3	190	SY	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	SIXTY SEVEN DOLLARS AND FIFTEEN CENTS	$ 67.15	$ 12,758.50
618-B	1,408	SY	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	SIXTY SEVEN DOLLARS AND FIFTEEN CENTS	$ 67.15	$ 94,547.20
618-D1	129	EA	HANDICAP RAMP, TYPE A	ONE THOUSAND SIX HUNDRED FIFTY FIVE DOLLARS AND NO CENTS	$ 1,655.00	$ 213,495.00
618-D2	21	EA	HANDICAP RAMP, TYPE C	ONE THOUSAND SEVEN HUNDRED FIVE DOLLARS AND NO CENTS	$ 1,705.00	$ 35,805.00
618-D3	5	EA	HANDICAP RAMP, TYPE D	ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND NO CENTS	$ 1,860.00	$ 9,300.00
618-E	209	EA	TRUNCATED DOME INSERT, NEW CONSTRUCTION	TWO HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS	$ 285.00	$ 59,565.00
620-A	16	CY	MINOR STRUCTURE CONCRETE	SEVEN HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	$ 775.00	$ 12,400.00
621-A	1	EA	JUNCTION BOX (DOGHOUSE)	FIVE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	$ 5,200.00	$ 5,200.00

621-C1	7	EA	INLET,TYPE GRATE	FOUR THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS	$ 4,960.00	$ 34,720.00
621-C4	36	EA	INLET, PARTIAL (TOP- RELACE)	TWO THOUSAND SIXTY FIVE DOLLARS AND NO CENTS	$ 2,065.00	$ 74,340.00
621-C5	3	EA	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	TWO THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS	$ 2,585.00	$ 7,755.00
621-C6	2	EA	INLET, PARTIAL (TOP-MODIFY TO CURB TYPE)	TWO THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS	$ 2,585.00	$ 5,170.00
621-C7	32	EA	INLET,PARTIAL (THROAT)	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,550.00	$ 49,600.00
621-N1	2	EA	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	TWO THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS	$ 2,275.00	$ 4,550.00
621-N2	200	SF	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	TWO HUNDRED FIFTEEN DOLLARS AND NO CENTS	$ 215.00	$ 43,000.00
623-A	6,219	LF	CONCRETE VALLEY GUTTER; MATCH EXISTING	THIRTY SIX DOLLARS AND FIFTEEN CENTS	$ 36.15	$ 224,816.85
623-B1	4,107	LF	CONCRETE CURB (MATCH IN-KIND) (INCL INTEGRAL TO SLAB)	THIRTY SIX DOLLARS AND FIFTEEN CENTS	$ 36.15	$ 148,468.05
623-C	5,665	LF	COMBINATION CURB AND GUTTER	THIRTY SIX DOLLARS AND FIFTEEN CENTS	$ 36.15	$ 204,789.75
630-A	120	LF	STEEL BEAM GUARDRAIL, CL A TYPE 2	THIRTY THREE DOLLARS AND NO CENTS	$ 33.00	$ 3,960.00
630-A1	126	LF	STEEL BEAM GUARDRAIL,CL A TYPE 2, CASE 1	ONE HUNDRED FORTY DOLLARS AND NO CENTS	$ 140.00	$ 17,640.00
630-C1	2	EA	GUARDRAIL END ANCHOR,TYPE 8	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,550.00	$ 3,100.00
630-C2	5	EA	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS	$ 3,250.00	$ 16,250.00
630-C3	1	EA	GUARDRAIL END ANCHOR, BOX END	ONE HUNDRED EIGHTY DOLLARS AND NO CENTS	$ 180.00	$ 180.00
631-A	6	EA	POST RESET	SIXTY FIVE DOLLARS AND NO CENTS	$ 65.00	$ 390.00
631-B1	3	EA	NEW POST AND SPACER BLOCKS	ONE HUNDRED FIFTEEN DOLLARS AND NO CENTS	$ 115.00	$ 345.00
631-D	44	LF	NEW STEEL BEAM GUARDRAIL "ONLY"	TWENTY ONE DOLLARS AND NO CENTS	$ 21.00	$ 924.00
631-E1	1	EA	GUARDRAIL END ANCHOR, TYPE 20 (RESET)	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,550.00	$ 1,550.00
631-E2	1	EA	GUARDRAIL END ANCHOR, ALL TYPES (RESET)	ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,550.00	$ 1,550.00
631-G1	12	EA	GUARDRAIL REFLECTOR "X" TYPE (INCLUDES REMOVAL)	THIRTY DOLLARS AND NO CENTS	$ 30.00	$ 360.00
631-G2	2	EA	REFLECTORIZED OBJECT SAFETY MARKERS (TYPE III)	TWO HUNDRED DOLLARS AND NO CENTS	$ 200.00	$ 400.00
640-B	10	EA	MINOR UTILITY ADJUSTMENT (WATER)	ONE HUNDRED FIFTY DOLLARS AND NO CENTS	$ 150.00	$ 1,500.00
650-A	500	CY	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	FIFTY DOLLARS AND NO CENTS	$ 50.00	$ 25,000.00
652-A	2.0	ACRE	SEEDING	ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,250.00	$ 2,500.00
654-A	4,000	SY	SOLID SODDING (MATCH EXISTING)	EIGHT DOLLARS AND NO CENTS	$ 8.00	$ 32,000.00
656-A	2.0	ACRE	MULCHING	ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS	$ 1,750.00	$ 3,500.00
665-E	200	SY	POLYETHYLENE	SEVEN DOLLARS AND TWENTY FIVE CENTS	$ 7.25	$ 1,450.00
665-G	100	EA	SANDBAGS	SIX DOLLARS AND NO CENTS	$ 6.00	$ 600.00
665-J	400	LF	SILT FENCE	SIX DOLLARS AND FIFTY CENTS	$ 6.50	$ 2,600.00
665-Q	200	LF	WATTLES	SIXTEEN DOLLARS AND NO CENTS	$ 16.00	$ 3,200.00
674-A	200	LF	CONSTRUCTION SAFETY FENCE	EIGHT DOLLARS AND NO CENTS	$ 8.00	$ 1,600.00
690-A	2	EA	PROJECT SIGN (PORTABLE)	EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS	$ 850.00	$ 1,700.00
701-A5	1.0	MILE	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	FOUR THOUSAND THREE HUNDRED FORTY DOLLARS AND NO CENTS	$ 4,340.00	$ 4,340.00
701-A6	2.0	MILE	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	FOUR THOUSAND THREE HUNDRED FORTY DOLLARS AND NO CENTS	$ 4,340.00	$ 8,680.00
701-A7	1.0	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE 5" WIDE	TWO THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS	$ 2,700.00	$ 2,700.00
701-E1	2.0	MILE	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	ONE THOUSAND EIGHTY FIVE DOLLARS AND NO CENTS	$ 1,085.00	$ 2,170.00
703-A	4,048	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	SIX DOLLARS AND TWENTY CENTS	$ 6.20	$ 25,097.60
703-B	200	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SEVEN DOLLARS AND SEVENTY FIVE CENTS	$ 7.75	$ 1,550.00
703-D	2,232	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	THREE DOLLARS AND TEN CENTS	$ 3.10	$ 6,919.20
705-A1	300	EA	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	TEN DOLLARS AND THIRTY FIVE CENTS	$ 10.35	$ 3,105.00
710-D	30	SF	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	SEVEN DOLLARS AND TWENTY FIVE CENTS	$ 7.25	$ 217.50
730-H	2,000	LF	LOOP WIRE	FOUR DOLLARS AND FIFTEEN CENTS	$ 4.15	$ 8,300.00
740-A	1	LS	TRAFFIC CONTROL	TEN THOUSAND DOLLARS AND NO CENTS	$ 10,000.00	$ 10,000.00
999-R	20	EA	RUBBER RINGS FOR MANHOLES	ONE HUNDRED TWENTY FIVE DOLLARS AND NO CENTS	$ 125.00	$ 2,500.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	FORTY THOUSAND DOLLARS AND NO CENTS	$40,000.00	$ 40,000.00
			TOTAL AMOUNT	SIX MILLION ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED SEVEN DOLLARS AND FIVE CENTS	$	6,136,407.05

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 Mobile Asphalt Company, LLC

SIGNATURE V.P

DATE 5/15/24 Tom Whitmer

Base Bid

Total (All items listed in Proposal) 6,136,407.05

Written in words Six Million, One Hundred Thirty Six Thousand, Four Hundred Seven Dollars and Five Cents

Number of working days to complete 220

Signature of Bidder Mobile Asphalt Company, LLC
(If a firm or individual)

John Whitman, V.P.

Address of Bidder 3151 Hamilton Blvd

Theodore, AL. 36582

By John Whitman, V.P.

Signature of Bidder N/A
(If a Corporation)

By N/A
President

Print

N/A
Secretary

Print

N/A
Treasurer

Print

Business Address N/A

Business Address N/A

Business Address N/A

(Corporate Seal)

ATTEST: N/A
Secretary

Name of State under the Laws of which the Corporation was chartered:

21229
State License Number

Corporate Seal N/A

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Mobile Asphalt Company, LLC
(Name of Contractor)
3151 Hamilton Blvd., Floor 2, Theodore, AL 36582
(Address)
as Principal, and United States Fire Insurance Company
(Name of Surety)
305 Madison Avenue, Morristown, NJ 07960
(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 of Mobile Project No. *2024-3005-01.***

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 25, 2024 (Date)

Mobile Asphalt Company, LLC (Contracting Firm)

Witness as to Principal By: _____ (SEAL)
John Whitman
United States Fire Insurance Company (Name of Surety)

COUNTERSIGNED: N/A

Alabama Resident Agent By _____
Jeffrey M. Wilson, Attorney-in-Fact & AL Resident Agent (AL License #26623)

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris, Robert Read Davis, R.E. Daniels, Shelby E. Daniels

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25 day of April 20 24

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 21229

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MOBILE ASPHALT COMPANY LLC

MOBILE, AL 36619

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **April 30, 2025** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

25th day of **April, 2024**

204803

Michael B. Tew SECRETARY-TREASURER

Andy T. Cade, Jr. CHAIRMAN

Company ID Number: 181956

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Mobile Asphalt Company, L.L.C.

Company Facility Address: 3151 Hamilton Blvd
Theodore, AL 36582

Company Alternate Address: P.O. Box 190279
Mobile, AL 36619

County or Parish: MOBILE

Employer Identification Number: 631053083

North American Industry Classification Systems Code: 237

Parent Company:

Number of Employees: 100 to 499

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)

Company ID Number: 181956

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**John T Whitman**		
Telephone Number:	**(251) 408 - 0770 ext. 113113**	Fax Number:	**(251) 408 - 0780**
E-mail Address:	**jwhitman@mobileasphalt.com**		
Name:	**Tammy Carpenter**		
Telephone Number:	**(251) 408 - 0770**	Fax Number:	**(251) 408 - 0780**
E-mail Address:	**tcarpenter@mobileasphalt.com**		

E-Verify™

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 181956

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 Mobile Asphalt Company, L.L.C.

John T Whitman	V.P.
Name (Please Type or Print)	Title
Electronically Signed	01/19/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/19/2009
Signature	Date

Alabama Department of Transportation

DATE: 3/28/2024

PREQUALIFIED PRIME CONTRACTORS

NUMBER	CONTRACTOR NAME	STREET ADDRESS	MAILING ADDRESS	PHONE NUMBER
13008	MOBILE ASPHALT COMPANY, LLC	3151 HAMILTON BOULEVARD THEODORE AL 36582	P. O. BOX 190279 MOBILE AL 36619	(251)408-0770
13021	MURPHREE BRIDGE CORPORATION	1627 COUNTY ROAD 1149 TROY AL 36079	1627 COUNTY ROAD 1149 TROY AL 36079	(334)566-0756
*13023	MASSMAN CONSTRUCTION CO.	4400 W. 109th ST., SUITE 300 OVERLAND PARK KS 66211-1319	4400 W. 109th St., STE 300 OVERLAND PARK KS 66211-1319	(913)291-2600
*13089	J. L. MCCOOL CONTRACTORS, INC.	11700 HWY. 613 MOSS POINT MS 39562	P. O. BOX 1765 PASCAGOULA MS 39568-1765	(228)769-9771
*13090	M & J CONST CO OF PINELLAS COUNTY, INC.	809 S. SAFFORD AVENUE TARPON SPRINGS FL 34689	809 S. SAFFORD AVENUE TARPON SPRINGS FL 34689	(727)938-6478
13092	MCCLAIN CONTRACTING COMPANY, INC.	18229 MOORE ROAD ANDALUSIA AL 36420	18229 MOORE ROAD ANDALUSIA AL 36420	(334)222-4388
13093	MCDONALD CONSTRUCTION CO., INC.	10790 HIGHWAY 82 UNION SPRINGS AL 36089	10790 HIGHWAY 82 UNION SPRINGS AL 36089	(334)738-8800
13096	ROTHEL MOODY CONTRACTING, INC.	25552 HIGHWAY 84 WEST OPP AL 36467	P. O. BOX 14 OPP AL 36467	(334)493-7832
13100	MANNING CONSTRUCTION, LLC	5440 COUNTY ROAD 490 HANCEVILLE AL 35077	5440 COUNTY ROAD 490 HANCEVILLE AL 35077	(256)735-4435
13102	MOODY'S ELECTRIC, INC.	40150 STATE HIGHWAY 59 BAY MINETTE AL 36507	P. O. BOX 1715 BAY MINETTE AL 36507	(251)202-8025
13109	MSE BUILDING COMPANY, INC.	5500 DERBY DRIVE BIRMINGHAM AL 35210	P. O. BOX 125 ALTON AL 35015	(205)833-9010
*13121	THE MILLER PAVING GROUP, INC.	1715 NOLAN COURT MORROW GA 30260	1715 NOLAN COURT MORROW GA 30260	(770)968-9100

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Mobile Asphalt Company, LLC _____ as Principal and United States Fire Insurance Company _____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Six Million One Hundred Thirty-Six Thousand Four Hundred Seven Dollars and 05/100 Dollars ($ 6,136,407.05) 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 Project #2024-3005-01 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

Mobile Asphalt Co. LLC (SEAL)

_____ (Print)

Shyn Whitman (SEAL)

Limited Liability Company (Print)

_____ (SEAL)

_____ (Print)

In the presence of:

_____

Shaun Shugart

Jimmy Loftin

(Corporate Name) Mobile Asphalt Company, LLC

BY: _____

(Signature)

_____

(Print)

ITS: _____

(Title)

ATTEST:

_____

(Signature)

_____ (Print)

ITS: _____

(Surety sign here) (Corporate name) United States Fire Insurance Company

BY: _____

(Signature)

Jeffrey M. Wilson

(Print)

ITS: Attorney-in-Fact

(Title)

ATTEST:

_____

(Signature)

Mark W. Edwards, II (Print)

ITS: SVP - Surety

Corporate Seal

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris, Robert Read Davis, R.E. Daniels, Shelby E. Daniels

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Mobile Asphalt Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

United States Fire Insurance Company 305 Madison Ave., Morristown, NJ 07960 (Inc. in DE)
(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 Six Million One Hundred Thirty-Six Thousand Four Hundred Seven Dollars and 05/100 dollars ($ 6,136,407.05), 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, Project #2024-3005-01 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_____.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name) Mobile Asphalt Company, LLC

BY: _____

(Signature)

_____

(Print)

ITS: _____

(Title)

ATTEST:

_____

(Signature)

_____(Print)

ITS: _____

(Title)

(Surety sign here) (Corporate name)

United States Fire Insurance Company

BY: _____

(Signature)

Jeffrey M. Wilson

(Print)

ITS: Attorney-in-Fact

(Title)

ATTEST:

_____

(Signature)

Mark W. Edwards, II (Print)

ITS: SVP - Surety

(Title)

Corporate Seal

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris, Robert Read Davis, R.E. Daniels, Shelby E. Daniels

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

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: The CONTRACTOR 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 CONTRACTOR or the CONTRACTOR'S agent, CONTRACTOR under contract, or other entity for which CONTRACTOR is legally liable. CONTRACTOR 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 CONTRACTOR or its agents covered by CONTRACTOR'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONTRACTOR to procure and maintain professional liability insurance that satisfies the named requirements. CONTRACTOR shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONTRACTOR'S liability, or in proportion to the extent CONTRACTOR 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 CONTRACTOR to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

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

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

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

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability

specifically covering the obligations assumed by Contractor.

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

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

5. Certificate of Liability Insurance Endorsement Page

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

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

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

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

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least (10%) ten percent (with the waiver) of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. N/A

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. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

21. 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).

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. **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.**

30. 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.

31. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

32. 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.

33. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. 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.

36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

37. 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.

38. 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.

39. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

40. 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.

41. 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.

42. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

43. There will be **NO** adjustment to fuel or asphalt index for this project.

44. 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.

45. 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 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.

46. 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.

47. 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.

66. 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.

67. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate. (No direct payment)

68. The contractor shall "NOT" perform milling or paving operations within "72 Hour" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving surface.

69. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.

70. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling the roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 11th day of June, 2024, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Mobile Asphalt Company, 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
Project No: 2024-3005-01
Project Description: Street Resurfacing and related work
Major work items include: Resurfacing

City of Mobile Project Number **2024-3005-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ 6,136,407.05**) 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 **Sawgrass Consulting, LLC.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is Capital Funding. 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)

Mobile Asphalt Company, L.L.C.

CONTRACTOR:

_____, V.P.

AN INDIVIDUAL

John Whitman (Print)

Limited Liability Company

_____ N/A

CONTRACTOR: (IF CORPORATION)

_____ N/A (Print)

BY: _____ N/A

ITS PRESIDENT

_____(Print)

WITNESSES:

_____

Shawn Shugart (Print)

ATTEST:

_____ N/A

ITS SECRETARY

_____ N/A (Print)

Corporate Seal

N/A

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John Whitman, whose name is signed to the foregoing instrument in the capacity of Vice President of Mobile Asphalt Co. 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 11 day of June, 2024.

Tori Scheer

NOTARY PUBLIC My Commission Expires:

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

   No Payment for stored material will be included on the monthly estimates.

4. 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

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.

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 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 2018 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 2018 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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;

15. ITEM 690-B *PORTABLETOILETS - 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.

16. 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

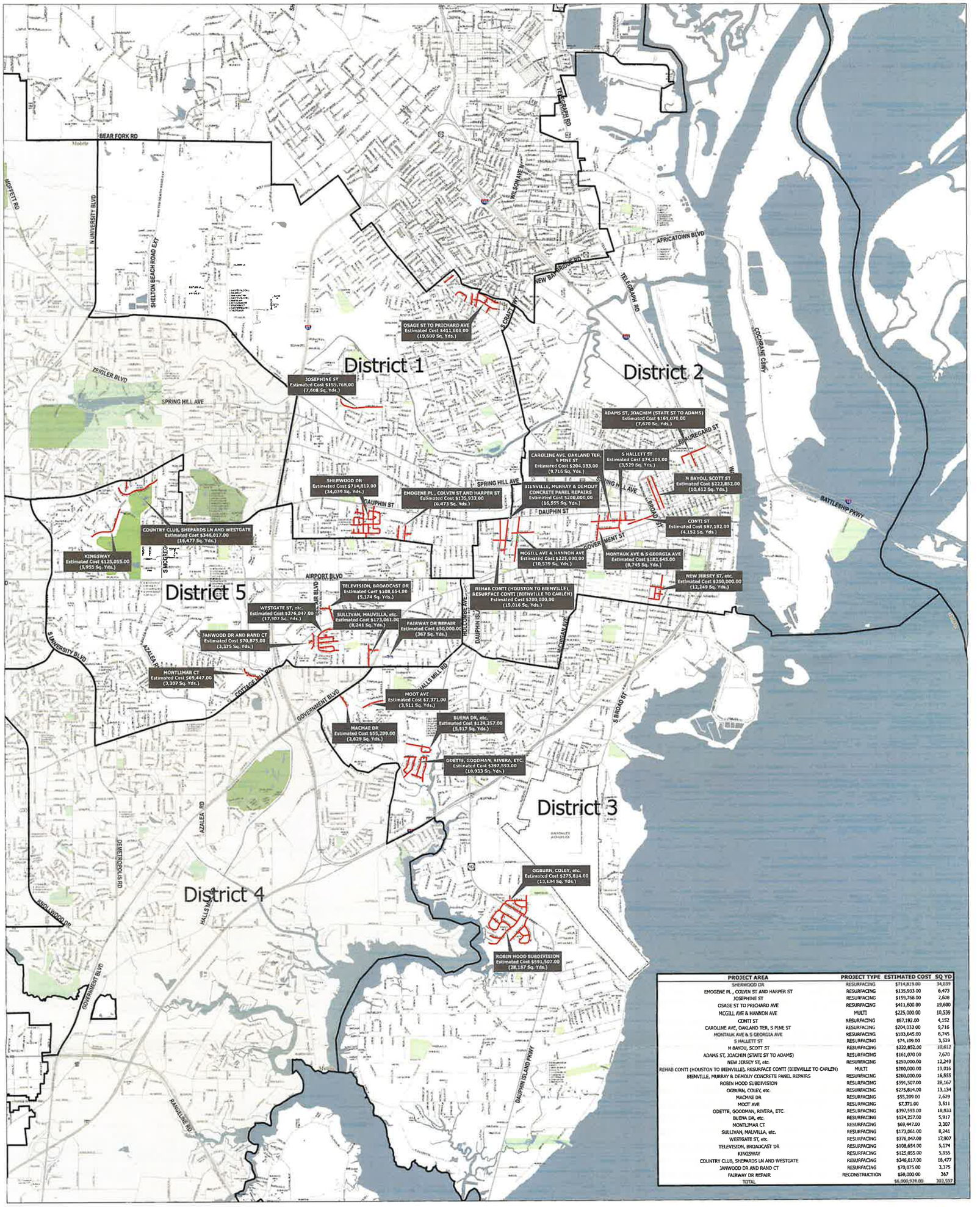
Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

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



PROJECT AREA	PROJECT TYPE	ESTIMATED COST	SQ YD
SHERWOOD DR	RESURFACING	$714,819.00	34,039
EMOGENE PL., COLVIN ST AND HARPER ST	RESURFACING	$135,933.00	6,473
JOSEPHINE ST	RESURFACING	$159,768.00	7,608
OSAGE ST TO PRICHARD AVE	RESURFACING	$411,600.00	19,600
MCGILL AVE & HANNON AVE	MULTI	$225,000.00	10,539
CONTI ST	RESURFACING	$87,192.00	4,152
CAROLINE AVE, OAKLAND TER, S PINE ST	RESURFACING	$204,033.00	9,716
MONTAUK AVE & S GEORGIA AVE	RESURFACING	$183,645.00	8,745
S HALLETT ST	RESURFACING	$74,109.00	3,529
N BAYOU, SCOTT ST	RESURFACING	$222,852.00	10,612
ADAMS ST, JOACHIM (STATE ST TO ADAMS)	RESURFACING	$161,070.00	7,670
NEW JERSEY ST, etc.	RESURFACING	$250,000.00	12,249
REHAB CONTI (HOUSTON TO BIENVILLE), RESURFACE CONTI (BIENVILLE TO CARLEN)	MULTI	$200,000.00	10,016
BIENVILLE, MURRAY & DEMOUY CONCRETE PANEL REPAIRS	RESURFACING	$200,000.00	16,555
ROBIN HOOD SUBDIVISION	RESURFACING	$591,507.00	28,167
OGBURN, COLEY, etc.	RESURFACING	$275,814.00	13,134
MACHAE DR	RESURFACING	$55,209.00	2,629
MOOT AVE	RESURFACING	$7,371.00	3,511
ODETTE, GOODMAN, RIVERA, ETC	RESURFACING	$397,593.00	18,933
BUENA DR, etc.	RESURFACING	$124,257.00	5,917
MONTLIMAR CT	RESURFACING	$69,447.00	3,307
SULLIVAN, MAUVILLA, etc.	RESURFACING	$173,061.00	8,241
WESTGATE ST, etc.	RESURFACING	$376,047.00	17,907
TELEVISION, BROADCAST DR	RESURFACING	$108,654.00	5,174
KINGSWAY	RESURFACING	$125,055.00	5,955
COUNTRY CLUB, SHEPARDS LN AND WESTGATE	RESURFACING	$346,017.00	16,477
SANWOOD DR AND RAND CT	RESURFACING	$70,875.00	3,375
FAIRWAY DR REPAIR	RECONSTRUCTION	$50,000.00	367
TOTAL		$6,000,976.00	303,597

2024 CIP Pavement Plan
Districts 1,2,3 & 5
City of Mobile

Legend

PROJECT_TYPE
- MULTI
- RECONSTRUCTION
- RESURFACING

MOBILE ALABAMA

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/11/2024

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
Willis Towers Watson Southeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Company	35289
INSURER B: Continental Casualty Company	20443
INSURER C: American Casualty Company of Reading Penns	20427
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mobile Asphalt Company, LLC
PO Box 190279
Mobile, AL 36619

COVERAGES

CERTIFICATE NUMBER: W33858919

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:	Y	Y	7064112361	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	7064112375	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Deductible BI/PD	$ 25,000.00
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7064112392	04/01/2024	04/01/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7064112389	04/01/2024	04/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 05/23/2024 WITH ID: W33601230.

Umbrella policy is follow form.

Re: Project: 2024 CIP Resurfacing
Project No. 2024-3005-01

CERTIFICATE HOLDER

City of Mobile, Alabama
205 Government Street, 9th Floor South
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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The ACORD name and logo are registered marks of ACORD

SR ID: 25999551 BATCH: 3496456

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.	NAMED INSURED Mobile Asphalt Company, LLC PO Box 190279 Mobile, AL 36619
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Mobile and SAWGRASS, L.L.C. are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella Liability.

General Liability, Auto Liability and Umbrella Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of City of Mobile and SAWGRASS, L.L.C. with respects to General Liability, Auto Liability and Umbrella Liability.

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The ACORD name and logo are registered marks of ACORD

SR ID: 25999551 BATCH: 3496456 CERT: W33858919

NOTICE OF CANCELLATION OR MATERIAL CHANGE - DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE
1. Number of days advance notice:
10 Days if we cancel for non-payment of premium. 30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address	
Name:	City of Mobile and Sawgrass, LLC
Attention:	
Street Address:	205 GOVERNMENT STREET 9TH FL SOU
City, State, ZIP:	MOBILE, AL 36633
e-mail address:	

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CHANGES – NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

I. In the event of cancellation of this coverage during the **policy period** for a reason other than nonpayment of premium, the Insurer agrees to mail prior written notice of cancellation to:

SCHEDULE		
Name	**Address**	**Number of Days Advanced Notice**
City of Mobile and Sawgrass, LLC	205 Government Street, 9th Floor South Mobile, AL 36633	60

II. If this Endorsement is attached to the PARAMOUNT EXCESS LIABILITY POLICY, then the bolded term "**policy period**" is deleted in its entirety and replaced with the term "policy period".

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:**

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. **Number of days advance notice:**

   For nonpayment of premium:

   10

   For any other reason:

   30

2. **Name and Address of Person or Organization:**

   CITY OF MOBILE AND SAWGRASS, LLC
   205 GOVERNMENT STREET, 9TH FLOOR SOUTH
   MOBILE, AL 36633

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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ATTACHMENT "C"

SUBCONTRACTIN PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-01 Current Date 3 /26 /24

Project Description 2024 CIP Resurfacing City Council Districts 1,2,3 & 5

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 10% 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)

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least ~~15%~~ 19% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Mobile Asphalt Company, LLC
Address	P.O. Box 190279 Mobile, AL 36619
Telephone	251-408-0770
E-Mail	jtwhitman@mobileasphalt.com

RFP/RFQ Solicitation Number	~~200~~ 2024-3005-01
Project Description	2024 Resurfacing - Districts 1,2,3 + 5
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 120 Female 20 Minority 55 Non-minority 45 Vets ____ Total #of Employees 140

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John Whitman

Signature: [signature] Date: 5/15/24

Title: Vice-President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Shawn Shugart Title: Pr. Mgr.

E-mail:_ Phone: sshugart@mobileasphalt.com 251-408-0770

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2024-3005-001 Your Bid/Proposal Amount $ ~~6,133,407.05~~ 6,136,407.05 Date: 5 / 15 / 24

Description CIP Resurfacing Districts 1, 2, 3 + 5

Name of Bidder/Proposer: Mobile Asphalt Company, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
~~F. Moore Const. Co. LLC~~	~~251 621-2850~~	~~Concrete~~			~~Yes~~	
C+H Construction	251 402-8445	Guardrail	49,223.00	1%	NO	
Ozark Striping	334 774-2138	Striping	60,284.00	1%	NO	
Bennett Const. LTD	251 382-6626	Concrete	1,635,589.00	26%	YES	

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Mobile Asphalt Co. LLC

Contact Person: John Whitman Phone 251-402-1635 Email jtwhitman@mobileasphalt.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach ~~15% of~~ 10% 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 ALDOT DBE 's
✓		**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.
✗	✓	**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 on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	✓	**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.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied: GOAL WAS MET

_____ There are not ways to break out ~~15%~~ 10% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE): JAN, FEB, MARCH, APR, MAY, JUNE, JULY, AUG, SEPT, OCT, NOV, DEC, FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ (Title) ___/___/___ (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John Whitman (affiant) who, being duly sworn says as follows:

Vice- President/~~CEO~~ of Mobile Asphalt Co. LLC.

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 Vice-President for Mobile Asphalt 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 Mobile Asphalt Co is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 181956.

John Whitman

~~CEO~~ V.P. of Mobile Asphalt Co LLC

Sworn to and subscribed before me this the 15 day of May, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.

Susan G. Bembry-Adams

Signature and Seal of Notary Public

SUSAN G. BEMBRY-ADAMS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
03/27/2027
ALABAMA STATE AT LARGE

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. 2024-3005-01
PROJECT NAME 2024 CIP 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. **2024-3005-01**
PROJECT NAME 2024 CIP 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 of final acceptance.

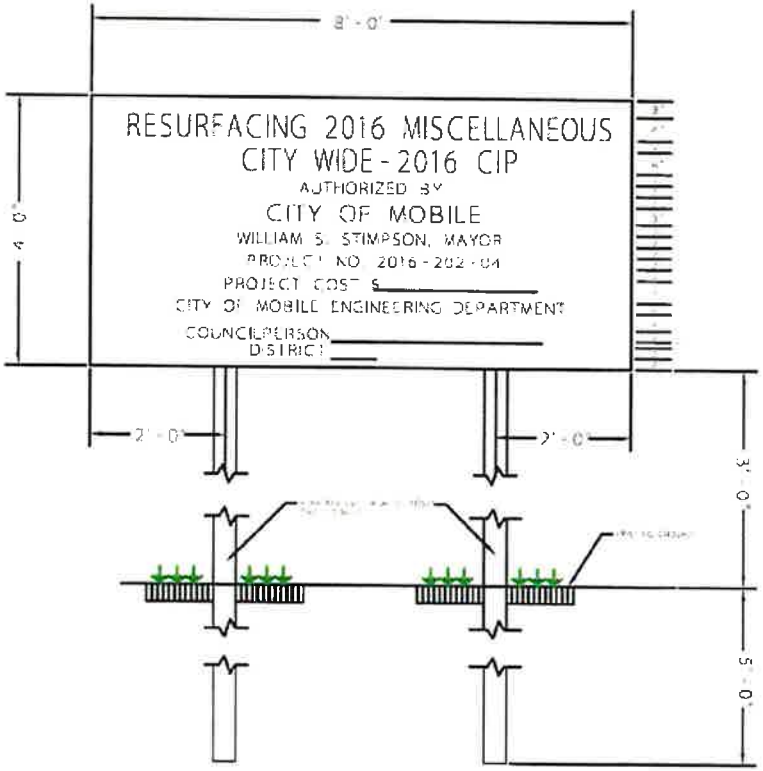
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



Note: This detail is provided as an example only. Text will be project specific.

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

CITY OF MOBILE ENGINEERING DEPT		
CITY STANDARDS		
PROJECT SIGN DETAIL		
SIGN 1 OF 2		
SCALE: N.T.S.	DATE: NOV 20, 2013	

ATTACHMENT "F"

PROJECT ADDENDUMS

ADDENDUM NO. 3

2024 CIP Resurfacing Districts 1,2,3&5

CITY OF MOBILE PROJECT NO. **2024-3005-01**
BID DATE: May 15, 2024
ADDENDUM NO. 3
ISSUED: May 13, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

REMOVE: ITEM III – PROPOSAL, Sheets 10-30 in its entirety.
REPLACE: ITEM III – PROPOSAL, Sheets 10-30 that have been attached to this addendum.

We, as duly authorized representatives of Mobile Asphalt Co. LLC. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Signature

5/13/24
Date

Johan Whitmon
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 3

ADDENDUM NO. 2

2024 CIP Resurfacing Districts 1,2,3&5

CITY OF MOBILE PROJECT NO. **2024-3005-01**
BID DATE: May 15, 2024
ADDENDUM NO. 2
ISSUED: May 6, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Item I, Invitation to Bid, Bid Date has been rescheduled from May 8, 2024 to May 15, 2024 at 2:30 p.m. Local time.**

We, as duly authorized representatives of Mobile Asphalt (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Signature

5/6/24
Date

John Whitman
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 2

ADDENDUM NO. 1

2024 CIP Resurfacing Districts 1,2,3&5

CITY OF MOBILE PROJECT NO. **2024-3005-01**
BID DATE: May 8, 2024
ADDENDUM NO. 1
ISSUED: April 30, 2024

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Item I, Invitation to Bid, Bid Date has been rescheduled from May 1, 2024 to May 8, 2024 at 2:30 p.m. Local time.**

We, as duly authorized representatives of Mobile Asphalt Co LLC (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Signature

4/30/24
Date

John Whitman
V.P.
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 1

ATTACHMENT "G"

SALES 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:** 5/15/24

Name of Project: **2024 CIP Resurfacing**
Project Number: **2024-3005-01**

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:	$ 1,060,000
ADDITIVE ALTERNATE #1:	$ N/A

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Mobile Asphalt Company, LLC

Mailing Address P.O. Box 190279; Mobile, AL 36619

***By (Legal Signature)** [signature]

*Name (type or print) John Gilmann (Seal) N/A

*Title Vice-President

Telephone Number 251-408-0770

ATTACHMENT "H"

2024 CIP RESURFACING MAP BOOK

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 CIP Resurfacing City Council Districts 1, 2,3, & 5
COM Project: 2024-3005-01

PROJECT #: RSF24 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $105,000.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

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** 6/12/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, and Joel Daves

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: Southern Earth Sciences, Inc.

Project Name: 2024 CIP Resurfacing City Council Districts 1, 2, 3 & 5
COM Project#2024-3005-01

Estimated Cost: $105,000.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2024 CIP RESURFACING, CITY COUNCIL DISTRICTS 1,2,3&5

GEOTECHNICAL CONTRACT

PROJECT NO. 2024-3005-01

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 "COUNCIL", and **Southern Earth Sciences, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

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** – The engineering company, **(Sawgrass Consulting, LLC),** employed by the CITY to perform professional engineering services for the PROJECT.

(d) **COUNCIL** - Mobile City Council

(e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – **2024 CIP RESURFACING,**
CITY COUNCIL DISTRICTS 1,2,3 & 5

PROJECT No. – **2024-3005-01**

(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 CONSULTANT 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 CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Sawgrass Consulting, LLC)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **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.

(m) **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. <u>SCOPE OF THE WORK:</u>

This CONTRACT shall include furnishing any and all 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 estimated cost hereof, 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:**

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

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, Alabama 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:**

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas 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 or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as 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 course 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, 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

AND MATERIALS 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 analysis 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 (a, b, and c).

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, 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 shall be 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 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 at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

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) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). 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 the 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 at the 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:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all incidentals necessary, a sum not to exceed **$95,000.00 (Ninety-Five Thousand Dollars and Zero Cents)** as shown in Exhibit "A", to be paid as follows:

(a) Construction Phase Services – A sum not to exceed **$95,000.00 (Ninety-Five Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

(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. 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 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.

32. 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 $1,000,00 0 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.

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.

35. 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.

36. E-BUILDER:

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By:_____

William S. Stimpson

Mayor

ATTEST:

By:_____

Its City Clerk

Print:_____

Southern Earth Sciences, Inc.

By: _____

Print: William Lewis Copeland, Jr.

Its: President

Address: 6352 Piccadilly Square Dr

Telephone: 251 · 445 · 4354

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that William Lewis Copeland, Jr, whose name is signed to the foregoing instrument in the capacity of President of Southern Earth Sciences, 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 29 day of MAY, 2023/4

NOTARY PUBLIC My Commission Expires

DEBORAH W. EVANS
My Commission Expires
January 10, 2027

EXHIBIT 'A'

This contact shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2024 CIP RESURFACING – CITY COUNCIL DISTRICTS 1,2,3 & 5

PROJECT No. – 2023-3005-01

Construction Phase Services – Not to Exceed Amount - $95,000.00

Additional Services – Not to Exceed Amount - $10,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

$ 105,000.00

FUNDING SOURCE:

2024 CIP

EXHIBIT 'B':

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

2024 SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES

I. SUBSURFACE EXPLORATION SERVICES

Soil Test Borings (ASTM D1586)

Soil Test Borings using truck-mounted equipment with Standard Penetration Test intervals of five feet in soil. In areas not accessible to truck mounted drill, **add $1.00 to the footage rates below.**

MOBILIZATION AND DEMOBILIZATION (within 50-mile radius)	$1,000 lump sum
MOBILIZATION AND DEMOBILIZATION (over 50-mile radius)	$1,000 + $5.00/mile
0 to 50 feet	$ 15.00/L.F.
50 to 75 feet	$ 18.00/L.F.
75 to 100 feet	$ 21.00/L.F.
100 to 150 feet	$ 25.00/L.F.
From 150 feet	Special Quote
STANDARD PENETRATION TESTS (SPT) in addition to one every five feet	$15.00/each
SHELBY TUBE SAMPLES (ASTM587)	$100.00/each
CASING	$10.00/L.F.
SET-UP PER LOCATION	$150.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
DRILLING DAY RATE	$4,000.00/day
SOIL BORINGS USING MANUAL EQUIPMENT (tripod)	$3,500.00/day
STANDPIPE PIEZOMETER (1.5 inch)	$40.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	$200.00/each
STAND-BY	$350.00/hour
LODGING AND SUBSISTENCE (three-man crew)	$750.00/crew/day
SUCONTRACT UTILITY LOCATION SERVICES (GPR)	$2,500.00/day
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (SES Barge or Sub Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote

Cone Penetrometer Testing (CPT)

Cone Penetrometer Soundings using truck-mounted equipment. In areas not accessible to truck rig, **add $1.00 to the footage rates below.**

MOBILIZATION AND DEMOBILIZATION (within 50-mile radius)	$1,000 lump sum
MOBILIZATION AND DEMOBILIZATION (over 50-mile radius)	$1,000 + $5.00/mile
CPTu SOUNDINGS per ASTM D5778	$12.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	$25.00/L.F.
CASING	$10.00/L.F.
SET-UP PER LOCATION	$150.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
CPT DAY RATE	$4,500.00/day
CPT GROUTING (full depth bentonite/cement grout)	$7.00/L.F.

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective June 2024

CPT GROUTING (bentonite pellet to cave in depth)	$100.00/each
STAND-BY (including dissipation testing)	$450.00/hour
REPORTING (CPT Log Drafting and Transmittal)	$50.00/each
LODGING AND SUBSISTENCE (two-man crew)	$500.00/crew/day
SUCONTRACT UTILITY LOCATION SERVICES (GPR)	$2,500.00/day

Other Services

DOUBLE RING INFILTROMETER TEST (ASTM D3385 – at existing grade)	$2,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	$3,500.00/each
EQUIPMENT RENTAL	Cost + 15%
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at $0.80/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	$65.00/hour
OVERTIME RATE	$81.25/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	$90.00/hour
FULL-TIME DAILY RATE	$585.00/day
FULL-TIME DAILY RATE w/ IBC Special Inspections	$800.00/day
FULL-TIME MONTHLY RATE	$12,000.00/month
HALF-TIME MONTHLY RATE	$6,500.00/month
FULL-TIME MONTHLY RATE w/ IBC Special Inspections	$16,000.00/month
HALF-TIME MONTHLY RATE w/ IBC Special Inspections	$8,500.00/month

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.
*Monthly rates include engineering review, reporting and travel.

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		$150.00/each
Aggregate Bases	Add	$250.00/each
Heavy Clay Soils	Add	$250.00/each
SOIL/BASE CLASSIFICATION		$100.00/each
Aggregate Bases	Add	$75.00/each
CURING & TESTING CONCRETE CYLINDERS (SES made samples)		$60.00/Set of 4
		$75.00/Set of 5
		$90.00/Set of 6
CURING & TESTING CONCRETE CYLINDERS (contractor made and delivered)		$50.00/each

SOUTHERN EARTH SCIENCES

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective June 2024

CURING & TESTING FLEXURAL BEAM SAMPLES	$50.00/Each
CONCRETE CORE COMPRESSIVE STRENGTH TESTING	$50.00/Each
CONCRETE CORING	Special Quote
SOIL-CEMENT COMPRESSIVE STRENGTH	$50.00/Each
SOIL-CEMENT MIX DESIGN	$2,000.00/Each
Includes design, material preparation, mixing, review and four (4) soil-cement test specimens	
SUBCONTRACT SERVICES	Cost + 15%

IV. GEOTECHNICAL LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	$100.00/each
MOISTURE CONTENT (ASTM D 2216)	$15.00/each
SPECIFIC GRAVITY (ASTM D 854)	$100.00/each
GRAIN SIZE ANALYSIS (Soils)	$75.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	$125.00/each
NO. 200 WASH	$40.00/each
AASHTO SOIL CLASSIFICATION TESTING	$150.00/each
ORGANIC CONTENT	$30.00/each
UNIT WEIGHT (Wet or Dry)	$20.00/each
UNDISTRUBED SAMPLE PREPARATION	$25.00/each
UNCONFINED COMPRESSION TESTS (ASTM D 2116)	$100.00/each
REMOLD SAMPLE (to testing add)	$50.00/each
SWELL TEST	$400.00/each
CONSOLIDATION TEST	$400.00/each
CALIFORNIA BEARING RATIO	$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (one point)	$150.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	$375.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	$125.00/each
Falling Head (Rigid Wall)	$150.00/each
Constant Head (Flexible Wall)	$400.00/each
RESISTIVITY/CONDUCTIVITY (Soil Box ASTM G-57)	$100.00/each

V. PILE TESTING SERVICES

STATIC PILE LOAD TEST (compression, tension or lateral)	$2500.00 /each
(Piling contractor to provide ram, jack, operator and reaction frame)	
HIGH STRAIN DYNAMIC TESTING (PDA)	
Data Acquisition	$2,500.00/Per Trip
Reporting & CAPWAP Analysis	$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)	
Data Acquisition (up to 10 piles)	$2,500.00/day
Reporting & Analysis	$1,000.00 ls + $75.00/pile

SOUTHERN EARTH SCIENCES

SCHEDULE OF GEOTECHNICAL, LABORATORY TESTING, AND CMT FEES
Effective June 2024

THERMAL INTEGRITY PROFILING (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	$1,500.00/trip/day
Reporting & Analysis	$1,000.00 ls + $75.00/pile
Thermal Instrumented Wires (add 10 ft to length of pile)	$8.50/ft

VI. ENGINEERING SERVICES

Charges will be made at the following rates for time spent by engineers in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meetings, and consultation as pertained to the practice of geotechnical engineering. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER	$145.00/hour
PROFESSIONAL ENGINEER/GEOLOGIST	$165.00/hour
SENIOR PROFESSIONAL ENGINEER	$185.00/hour
PRINCIPAL ENGINEER	$225.00/hour
DRAFTSMAN (regular time)	$85.00/hour
SECRETARIAL SERVICES (regular time)	$65.00/hour
LODGING AND SUBSISTENCE	$250.00/person/day

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of $0.80 per mile. Over eight hours per day, holidays, Saturday, and Sunday work will be charged at the standard rates times 1.50.

PREPARED BY: _____

DATE: May 29, 2024

SOUTHERN EARTH SCIENCES

EXHIBIT 'C': INSURANCE & CERTIFICATIONS

SOUTEAR-02 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2024

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: Rachel Hutto
PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No):
E-MAIL ADDRESS: rhutto@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Steadfast Insurance Company	26387
INSURER C : Great Midwest Ins	18694
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Earth Sciences, Inc.
6352 Piccadilly Square Dr
Mobile, AL 36609

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	GLO593900112	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	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP593900212	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 X RETENTION $ 0	X	X	SXS077476901	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
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	WC593900012	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	Professional Liabili			AE-GM-0000201-03	2/1/2024	2/1/2025	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-03	2/1/2024	2/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT - 2024 CIP RESURFACING,
CITY COUNCIL DISTRICTS 1,2,3 & 5
PROJECT No. - 2024-3005-01

City of Mobile is named Additional Insured on a primary and noncontributory basis as respects to General Liability, Automobile Liability, and Umbrella Liability where required by contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contract. Thirty (30) days' written Notice of Cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
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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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 593900112	Effective Date: 02/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO593900112	02/01/2024	02/01/2025	02/01/2024		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2024 Policy No. WC593900012 Endorsement No.

Insured Southern Earth Sciences, Inc. Premium $

Insurance Company Countersigned By _____

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Prod ucer No.	Add'l. Prem	Return Prem.
GLO593900112	02.01.2024	02.01.2025	02.01.2024			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593900212	02.01.2024	02.01.2025	02.01.2024			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: BAP593900212

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.
This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/01/2024	Countersigned By:
Named Insured: Southern Earth Sciences, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED BY CONTRACT OR AGREEMENT.

IF REQUIRED BY CONTRACT, THIS COVERAGE SHALL BE PRIMARY AND ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED WILL APPLY ON AN EXCESS BASIS; HOWEVER, IN NO EVENT WILL THIS ADDITIONAL INSURED COVERAGE EXTEND BEYOND THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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Notification to Others of Cancellation

ZURICH

Southern Earth Sciences, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593900212	02.01.2024	02.01.2025	02.01.2024			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH	30
COMPANY	

All other terms and conditions of this policy remain unchanged.

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   AL

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY A WRITTEN CONTRACT. NAMES ON FILE WITH THE COMPANY.	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02/01/2024** Endorsement Exp: **02/01/2025** Insured **Southern Earth Sciences, Inc.**

Policy No. **WC593900012**

Endorsement No.**001**
Premium $ **INCL**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

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EXHIBIT 'D': E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared William Lewis Copeland Jr (affiant) who, being duly sworn says as follows:

President/CEO of Southern Earth Sciences, 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 Southern Earth Sciences, 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 Southern Earth Sciences Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 417738.

Will Lewis Copeland Jr

CEO of Southern Earth Sciences, Inc

Sworn to and subscribed before me this the 29 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

STATE OF ALABAMA NOTARY PUBLIC
DEBORAH W. EVANS
My Commission Expires
January 10, 2027

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2024-3005-01 Current Date 6 / 11 / 24

Project Description 2024 CIP Resurfacing, City Council Districts 1,2,3,&5

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

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

Waiver requested due to the nature of the work. This is a materials testing contract and the required work is specialized and small enough not to warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 6/11/2024 (Date)

251-208-7426 nick.amberger@cityofmobile.org

Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

(Signature) Supplier Diversity Mgr. (Title) 6/12/2024 (Date)

Approved By (CAO)

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

June 3, 2024

Honorable Mayor Stimpson
Mayor, City of Mobile
205 Government St.
Mobile, AL 36602

RE: City of Mobile-2024 CIP-2024-3005-01

Dear Honorable Mayor Stimpson,

We are transmitting herewith five (5) original Contract Documents for the **2024 CIP**. These documents have been completed by the Contractor and we find them in order.

Please execute the "Agreement between Owner and Contractor for Construction Contract" and have attested. Please return four (4) copies to my attention and keep the fifth for your file.

Please call with any questions regarding this matter 251-544-7900 .

Sincerely,

Stephen Delahunty, PE

Enclosures

RESOLUTION

Sponsored by: 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 **601 TITI 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. 1, 3, 4, 5, 6, 7, 8 and 14;*** *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 **601 TITI STREET** described as:

LOTS 8 & 9 BLK 23 FISHER TRACT KNOWN AS TISDALE DBK 75/260
#SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 217

Last Assessed to: LEWIS FELECIA BURRELL

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 14, 2024

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 21, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **601 TITI STREET.** OWNED BY OR MAY HAVE AN INTEREST: **LEWIS FELECIA BURRELL** 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 06 13 0 003 217
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

601 TITI ST

Property Details

PARCEL KEYX	00724933	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	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
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	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	73	SCORE DESCRIPTION	Demo

Notes

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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10.18.23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/26/2024

Property Address: 601 Titi Street **District No:** 2

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAY 14 2024

MAY 14 2024

MAY 14 2024

MAY 14 2024

MAY 14 2024

MAY 1

MAR 26 2024

MAR 26 2024

MAY 16 2024

MAY 14 2024

NO
TRESPASSING
MAY 14 2024

Affidavit of Mailed Notice

May 14, 2024

State of Alabama
County of Mobile

Subject Property – 601 Titi Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@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 **6** 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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Felecia Burrell Lewis
601 Titi Street
Mobile, AL 36603-5547

April 1, 2024

RE: **601 Titi Street**
Project Number: ME-096-23

Dear Felecia Burrell Lewis:

On March 26, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 601 Titi Street.

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

LOTS 8 & 9 BLK 23 FISHER TRACT KNOWN AS TISDALE DBK 75/260
#SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 217

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

☒ 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:** (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;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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 16, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 16, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 16, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 16, 2024,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 21, 2024, 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/removal of debris

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 Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **601 Titi Street** Date: January 4, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 29, 2023

Per the Title Report, the owner is: Felecia Burrell Lewis

Note: I included the previous owner GBT, LLC due to quit claim deed 2023013276

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Felecia Burrell Lewis 601 Titi St Mobile AL 36603-5547	Revenue Commission Location/Subject address LexisNexis Main Address good 10/2000 – 11/2023 Phone numbers 251-605-2060, 251-694-0164, and 251-458-9955
2	Felecia Burrell Lewis 466 Ballantrae Rd Pelham AL 35124-6249	LexisNexis address good 5/2023
3	Felecia Burrell Lewis 6502 Barker Dr N Mobile AL 36608-4170	LexisNexis address good 3/2022
4	GBT, LLC c/o Bill Thames 60 ST Francis St Mobile AL 36602	Previous owner per quitclaim deed 2023013276 Paid taxes from 2012-2023 Phone number 251-433-3961 Bill Thames paid taxes 2017-2022
5	GBT, LLC c/o Bill Thames PO Box 1927 Mobile AL 36633-1927	Address from Revenue Commission Sales History good 2012-2022 Bill Thames paid taxes 2017-2022
6	Bill Thames 600 Chelsea Dr E Mobile AL 36608-1506	Bill Thames paid taxes 2017-2022 LexisNexis address good 11/1992-1/2024 Phone number 251-344-7032

TAX STATUS: 2023 TAXES DELINQUENT – PENALTY AND INTEREST ACCRUING AND TAX LIEN SALE HELD IN MAY 2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens: City of Mobile vs GBT LLC c/o Felica Burrell Lewis filed on October 20, 2023, recorded on 11/14/2023, instrument number 2023067166

RESOLUTION

Sponsored by: 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 **550 WILLIAMS 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. 3, 4, 7, 8 and 14;*** *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 **550 WILLIAMS STREET** described as:

BEG AT NE COR LOT 41 BLK 25 BON AIR ESTS DKB 156/374 RUN TH S ALG W/L WILLIAMS ST 51 FT TO CONC MONU PT PT BEING 1 FT S OF SE COR OF LOT 41 TH WITH DEFL ANG TO RT 90 DEG 28 MIN 50 SEC RUN WLY & ALG BDRY/L BET LOTS 41-42 AS ESTAB BY CT DECREE 3-1-67 CIRCUIT CT CASE #35292 C DIS 150 FT M/L TO PT ON W/L LOT 41 PT BEING 1 FT N OF NW COR OF LOT 42 TH N & ALG W/L LOT 41 DIS 49 FT TO NW COR LOT 41 TH E ALG N/L LOT 41 DIS 150 FT TO POB BEING ALL THAT PT OF LOTS 41-42 BLK 25 BON AIR ESTS LYING N OF BDRY/L BET LOTS 41-42 AS ESTAB BY DECREE OF CIRCUIT CT 67/03/01 CASE # 35292-C SHOWN ON SURVEY BY BEDSOLE SURVEYING CO #SEC 28 T4S R1W #MP29 10 28 2 002

Parcel Number: 29 10 28 2 002 072

Last Assessed to: GRIFFIN DAN E

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 14, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 21, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **550 WILLIAMS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **GRIFFIN DAN E** 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 2 002 072
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

550 WILLIAMS ST

Property Details

PARCEL KEYX	00923914	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	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	Y	FIRE DAMAGE	Y
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	65	SCORE DESCRIPTION	Demo

Notes

occupied

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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-6-23

Votes 560 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/26/2024

Property Address: 550 Williams Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAY 14 2024

MAY 14 2024

MAY 14 2024

SIERRA
GMC
ALABAMA
YDB188
96Z013109
MAY 14 2024

MAY 14 2024

MAY 14 2024

Affidavit of Mailed Notice

May 14, 2024

State of Alabama
County of Mobile

Subject Property – 550 Williams Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@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 **6** 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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Dan E. Griffin
550 Williams Street
Mobile, AL 36606-1544

April 1, 2024

RE: **550 Williams Street**
Project Number: ME-155-23

Dear Dan E. Griffin:

On March 26, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 550 Williams Street.

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

BEG AT NE COR LOT 41 BLK 25 BON AIR ESTS DKB 156/374 RUN TH S ALG W/L WILLIAMS ST 51 FT TO CONC MONU PT PT BEING 1 FT S OF SE COR OF LOT 41 TH WITH DEFL ANG TO RT 90 DEG 28 MIN 50 SEC RUN WLY & ALG BDRY/L BET LOTS 41-42 AS ESTAB BY CT DECREE 3-1-67 CIRCUIT CT CASE #35292 C DIS 150 FT M/L TO PT ON W/L LOT 41 PT BEING 1 FT N OF NW COR OF LOT 42 TH N & ALG W/L LOT 41 DIS 49 FT TO NW COR LOT 41 TH E ALG N/L LOT 41 DIS 150 FT TO POB BEING ALL THAT PT OF LOTS 41-42 BLK 25 BON AIR ESTS LYING N OF BDRY/L BET LOTS 41-42 AS ESTAB BY DECREE OF CIRCUIT CT 67/03/01 CASE # 35292-C SHOWN ON SURVEY BY BEDSOLE SURVEYING CO #SEC 28 T4S R1W #MP29 10 28 2 002

Parcel Number: 29 10 28 2 002 072

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

☒ 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 an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(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;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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 16, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 16, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 16, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 16, 2024,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 21, 2024, 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/removal of debris

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 Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 550 Williams Street Date: February 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 18, 2023

Per the Title Report, the owner is: Dan E. Griffin

Notes: The Revenue Commission corrected the ownership to Dan E. Griffin. They never update the ownership with deed 1773-253. See attached email from Jessica Davis with the Revenue Commission about the ownership correction. I was unable to locate relatives or associates of James Vivian McCleery which was listed as owner erroneously by the Revenue Commission (see email). Genealogy was unable to locate an obituary for James Vivian McCleery(see email). I was able to locate half sibling Robert G McCleery DOD 2/23/1959, a sister Katie McCleery DOD 6/1985, but no children were listed in obituaries.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Dan E. Griffin 550 Williams St Mobile AL 36606-1544	Owner – Revenue Commission location/subject address - LexisNexis address good 12/2022 Phone number 251-342-7013 good 1/2024
2	Dan E. Griffin 400 Ridgecrest Ct Mobile AL 36609-2432	LexisNexis address good 1/2024
3	Dan E. Griffin 520 Williams St Mobile AL 36606-1544	LexisNexis address good 11/2023

Relative or Associate of Dan E. Griffin

4	Marsha Moore Whigham 7163 Kali Oka Rd Unit 1 Sarland AL 36571-9336	Possible relative/associate of Dan E. Griffin LexisNexis address good 12/2023 Phone number 251-490-1962

5 Marsha Moore Whigham
181 Elvira Ave
Satsuma AL 36572-2636

LexisNexis address good 1/2023

6 Marsha Moore Whigham
1321 Alvarez Dr
Saraland AL 36571-9251

LexisNexis address good 5/2021

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 James V McCleery, filed 11/8/2023, recorded 11/14/2023, instrument number 2023067178

STATE OF ALABAMA)

MOBILE COUNTY)

Grant: G-CMHMCA/23/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter “Amendment”) is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as “Parties”).

WHEREAS, ADCNR and Grantee entered into an Agreement effective April 18, 2024, the “Original Agreement” (attached hereto as “Exhibit No. 1”); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 4 of the Original Agreement shall be deleted and replaced with the following:

   4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period began on April 18, 2024 (“Project Commencement Date”) and will end April 18, 2026.

2. Paragraph 7 of the Original Agreement shall be deleted and replaced with the following:

   7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to four payments, for a total Agreement amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($2,500,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR. Further, in the event Grantee fails to secure public access to the property within 24 months of the closing as contemplated in the CSX letter, attached hereto to as Exhibit No. 2, Grantee shall immediately reimburse ADCNR all costs disbursed under the Agreement. Grantee acknowledges that ADCNR is relying on the representation and covenant of Grantee that it will secure the proposed public access to the property within the stated period of time and such representation is a material inducement for ADCNR in disbursing the funding under this Agreement.

3. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation
and Natural Resources

_____
Patricia Powell McCurdy
Director
State Lands Division

_____
Christopher M. Blankenship
Commissioner

Date: _____

City of Mobile

_____
William S. Stimpson, Mayor

EXHIBIT 2

Scott Willis
Project Manager II
Engineering
Design & Construction

500 Water Street
Jacksonville, FL 32202

May 28, 2024

Mr. Nick Amberger, P.E.
City Engineer, City of Mobile
205 Government Street, Ste 356
Mobile, AL 36602

Re: DOT Crossing Inventory Number 351455Y – Letter of Intent for Public Railroad Crossing for Access to 4231 Shipyard Road, Mobile AL.

Dear Mr. Amberger:

By means of this letter, CSX Transportation ("CSX") hereby agrees to the above referenced existing private railroad crossing being converted to or replaced with a public railroad crossing once the City of Mobile acquires the property at 4231 Shipyard Road that it currently has under contract to purchase from the Estate of Charles C. Hinton, Deceased.

This letter further confirms our discussion regarding the improvements to be made to the railroad crossing and the development of the Hinton Estate property into a public boat launch facility as follows:

a. The City will make improvements to the crossing in line with the safety requirements of CSX;

b. The City will make improvements to the property being purchased to provide for a public boat launch, kayak launch and parking.

c. The City understands that it must acquire the property easement for the crossing as well as execute a maintenance agreement for the surface and warning devices at the crossing.

All safety perimeters and improvements to the rail crossing must be completed within 24 months of the City acquiring the property or prior to the public boat launch being open to the public, whichever occurs first.

CSX Transportation

Scott Willis
Project Manager II

EXHIBIT 1

STATE OF ALABAMA)

ADCNR GRANT#: G-CMHMCA/23/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT
WITH REAL PROPERTY ACQUISITION PROVISION

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to acquire approximately 4.8 acres of waterfront property on Halls Mill Creek for construction of a two-ramp boat launch, shoreline stabilization improvements, and access/parking amenities as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

   a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
   b. Mitigation of damage to fish, wildlife, or natural resources;
   c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
   d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
   e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and

consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 17.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end Eighteen (18) months after the Commissioner's signature.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to four payments, for a total Agreement amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($2,500,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that, other than costs related to due diligence including, appraisal, survey, environmental site assessment(s), wetland delineation, attorney fees ("Approved Pre-Award Costs"), no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs. Any invoice submitted by Grantee seeking reimbursement for Approved Pre-Award Costs must include satisfactory verification that such costs were incurred no earlier than June 21, 2023.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REAL PROPERTY:** This Project includes Grantee's approved acquisition of real property (the "Property") as described herein in Exhibit A. Encumbering real property without prior written approval from ADCNR is an unauthorized use of the Property and of Project Services funds granted pursuant to this Agreement. The acquisition, use, maintenance, and disposition of the Property must adhere to this Agreement and all other applicable laws, rules, regulations, and requirements, including obligations which may survive the termination or expiration of this Agreement.

11. **PROPERTY RESTRICTIONS ON THE USE OF REAL PROPERTY:** Grantee must at all times comply with applicable real property requirements. Real property or interest in real property may not be used for purposes other than the Authorized Uses of this Agreement. The Property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by ADCNR.

    In the event that the Property or interest in the Property is no longer needed for the originally Authorized Uses, the Grantee must obtain disposition instructions from ADCNR.

12. **RECORDING THE INTEREST IN THE REAL PROPERTY:** All deeds related to the acquisition of the Property must contain language that reflects and ensures that the Property will be used in accordance with the Authorized Uses of the acquisition. Grantee must obtain

prior written permission from ADCNR Commissioner to modify the use of, change the terms of, encumber, or convey title to, the interest in the real property acquired under this Agreement. The Grantee will protect the interest in the Property by including the following language within the recorded deed:

> *This Property was acquired (in whole or in part) with funds provided by the State of Alabama Department of Conservation and Natural Resources ("ADCNR"), pursuant to ADCNR Grant Agreement Number G-CMHMCA/23/CM ("Grant Agreement"). Grantee will manage said Property consistent with the Authorized Uses of the Grant Agreement and in accordance with applicable federal and state laws. Property may not be encumbered or disposed of in any manner without the prior written approval of the ADCNR Commissioner.*

13. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

14. **INDEMNIFICATION AND HOLD HARMLESS:**

    a. Grantee agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from

and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss, or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975).

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

15. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services, or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

16. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

17. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts

otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

18. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

19. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

20. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee is imputed the knowledge, understanding, and application of applicable laws, statutes, regulations, and ordinances. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

21. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

22. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever

period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

23. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall provide ADCNR with a certificate of insurance upon request, naming ADCNR as a certificate holder, and shall be required to provide ADCNR at least thirty (30) days' written notice of any cancellation or modification of such insurance coverage. Grantee shall, at all times during the term of the agreement, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property loss.

24. **TERMINATION:** In addition to terms of Paragraphs 8, 28, and 41, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill, in a timely and proper manner, its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 35, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 35, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event,

at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

25. **PRESS / EVENTS:** Grantee shall notify ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

26. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 35 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

27. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

28. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

29. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

30. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of

Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

31. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

32. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

33. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

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

35. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

    All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

    To ADCNR:

    Attention: Christopher M. Blankenship, Commissioner
    Alabama Department of Conservation and Natural Resources
    64 N. Union St., Suite 468
    Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633

36. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

37. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

38. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

40. **DEBARMENT AND SUSPENSION:** Grantee certifies that, by entering into this Agreement, neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any governmental department or agency.

41. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or

after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

42. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents, or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

43. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

44. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

45. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

46. **PROPER AUTHORITY:** **Grantee** hereto represents and warrants that the person executing this Agreement on its behalf has the full power and authority to legally bind its respective entity.

[Signatures on following page]

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

ADCNR:

Christopher M. Blankenship
Commissioner

Date: 4-18-24

APPROVED LEGAL

GRANTEE:

Signature

William S. Stimpson
Printed Name

Mayor
Title

ATTEST:
City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION ENDURING PROGRESS
MOBILE ALABAMA
FOUNDED 1702

Reviewed By Accounting

DCNR Accounting Director

EXHIBIT A

State of Alabama

Gulf of Mexico Energy Security Act

of 2006 Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. **Mitigation of damage to fish, wildlife, or natural resources;**
c. **Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;**
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects**; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

City of Mobile Halls Mill Creek Public Access Project

Public access is listed as a priority within the Alabama Coastal Management Program (ACAMP), which seeks to increase the public and recreational access to coastal areas for recreational opportunities. This project will increase public access to the Halls Mill Creek, Rabbit Creek, and Dog River recreational areas, all of which are heavily used by boaters and fishermen alike. Currently, boating access to these waterways is limited to a single boat launch in Dog River Park, a site north of the proposed location.

The project will include the acquisition of approximately 4.8 acres of property on Halls Mill Creek as well as the construction of a two-ramp boat launch and rip rap infrastructure to protect the 700 linear feet of shoreline where the boat launch will be located (Figures 1 & 2). Additional improvements to the property will include parking, lighting, and paving of the access road identified on Figure 2, which is currently gravel.

A railroad lies adjacent to the property, which makes it subject to commercial development pressure. Development of the site as a public recreation area will preserve it from such development, thus protecting water quality and mitigating damage to the fish and wildlife prevalent in this section of the waterway, such as the West Indian Manatee (*Trichechus*

manatus), Alabama Red-bellied Turtle (*Pseudemys alabamensis*), and the Eastern Black Kingsnake (*Lampropeltis nigra*).

The goal of this project is to enhance the balance between conservation of coastal natural resources, in this case an approximately 4.8-acre, deep river parcel on Halls Mill Creek (Figure 2), and the public's use of this resource for outdoor recreational opportunities. The City of Mobile will achieve that goal by constructing a two-ramp boat launch and rip rap infrastructure which will protect this ecologically important site from future commercial development as well as increase public access to the waterways for recreational use. In addition, upon completion, the expanded access opportunities made available to the public and associated planned access design will mitigate impacts to natural resources caused by unmanaged access and user pressure due to currently limited access points. Such unmanaged access often results in adverse environmental impacts associated with increased sediment load from shoreline de-stabilization, rutting/soil compaction, and increased siltation of wetland habitats.

The Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will establish an important public access point in a region of coastal Alabama where access to the waterfront and natural resources is limited. The boat launch will also mitigate impacts of outer Continental Shelf activities through the funding of the onshore infrastructure public access project. This project will enhance public access and increase public outdoor recreational opportunities within and beyond the southwestern communities of the City of Mobile and surrounding coastal waterways.

Project Duration:

This project is expected to take approximately eighteen (18) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as four (4) installments. Installments #1 and #2 set forth below can be issued simultaneously upon Grantee satisfying all applicable requirements for individual installment disbursement.

Installment #1 for Due Diligence Costs will be disbursed following execution of the Grant Agreement and receipt of an invoice seeking reimbursement for Allowable Costs related to Pre-Award due diligence (as supported by documentation attached to the invoice) and advance disbursement for Allowable Costs associated with Post-Award due diligence and closing process activities.

Installment #2 for Acquisition Costs will be disbursed upon receipt of an invoice for Allowable Costs that shall include satisfactory verification that any previously disbursed funds were used (or will be used as part of the acquisition closing) for Allowable Costs and also submission of the following items to be reviewed and approved by ADCNR, which shall include: (1) a copy of the USPAP or Yellow Book appraisal showing the appraised value of acquisition acreage; (2) a copy of an environmental site assessment(s) showing no recognized environmental conditions and/or documentation recommending no further action; (3) a copy of a survey performed by an Alabama licensed appraiser showing the property to be acquired with GOMESA funding; (4) copy of the deed to be executed at closing (stamped

recorded deed shall be delivered to Grantor within 10 days of closing); (5) a copy of the title commitment evidencing title insurance to be secured at closing which must include all acreage serving as the basis for acquisition cost; (6) a copy of the documents evidencing the City's right of access to the property for GOMESA Authorized Use purposes including the public's right of access onto the property; and (7) a copy of the closing statement to be executed at closing.

Installment #3 for Engineering and Design costs will be disbursed following the closing upon receipt of an invoice for Allowable Costs which includes a copy of the recorded deed and satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Installment #4, the final installment, will be disbursed following receipt of satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs and that completion of the Project as described herein will be achieved.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Pre- and Post-Award Due Diligence (such as Appraisal, Survey, Phase I, including any necessary additional ESA work, wetland delineation, attorney fees, etc.) & Closing Costs (recording fees, title insurance costs, attorney fees)	$25,000.00
2	Land Acquisition Costs (not to exceed appraised value of insurable acreage)	$775,000.00
3	Engineering & Design	$450,000.00
4	Construction of Boat Ramp and Other Site Improvements	$1,250,000.00
	TOTAL GOMESA FUNDING NOT TO EXCEED	**$2,500,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

[continued on following page]

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

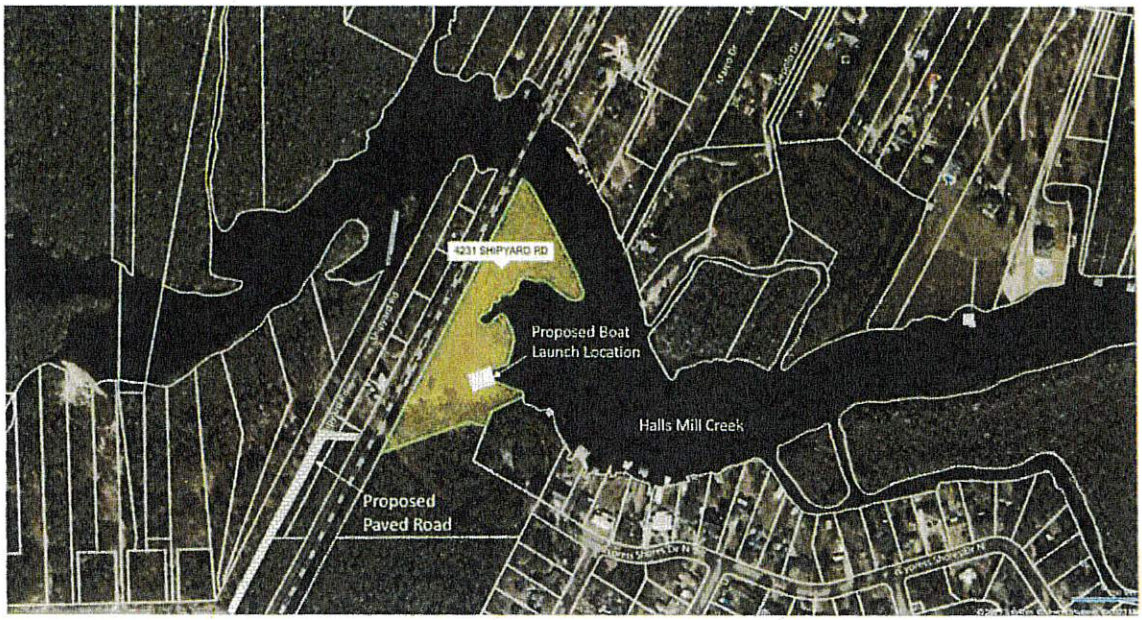
****

Submitted and Approved By: _____
William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Proposed Acquisition Location

Figure 2: Property Identification/Description and Proposed Improvements

(Key #1136087)



RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Ben Reynolds

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 GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing grant for Shipyard Road/Dog River Acquisition Project, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

31-331 **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to accept and receive grant funding from the Alabama Department of Conservation and Natural Resources (ADCNR), in support of the Gulf of Mexico Energy Security Act (GOMESA), in the amount of $2,500,000.00 for Shipyard Road/Dog River Acquisition Project and to authorize the Mayor and the City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR) attached hereto and made apart hereof, as though set forth in full, and to make such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: APR 09 2024

Lana Pafenbach

~~Lisa C. Lambert,~~ City Clerk ASSISTANT
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

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Agenda of: 18 June 2024 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Graybar Electric Co Inc for 20 tapered aluminum light poles with arms for Traffic Engineering.
CIP I-65, I-10 Light Improvements.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $76,259.80

FUNDING SOURCE:

Budget Item: See Requisition — Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ — Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
9575	2024	(2060) TRAFFIC ENGINEERING	20 TAPERED ALUMINUM LIGHT POLES WITH ARMS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$76,259.80	(75199) GRAYBAR ELECTRIC CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009575-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER OMNIAPARTERS EV2370 MASTER AGREEMENT AND YOUR QUOTE 0246296509			
002	HAPCO CO RTA35E8BET18-01 ROUND TAPERED ALUMINUM POLE WITH ARMS RTA SINGLE TRUSS #DIRECT BURIED 35 FOOT MOUNT HT 8 INCHES BUTT DIA, 8 FOOT ARM, SATIN AL Vendor Item	10.00 EACH	2785.45000	27854.50
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0472 .CAPEQUIPMT. .			27854.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	HAPCO CO SK0PP69757-C 45 FOOT	10.00	4840.53000	48405.30

Bill To	Requisition 00009575-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Approved

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
06/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SHAFT LENGTH TAPERED ALUM TUBE 14 FOOT 9 INCH ARM REACH, BASE 10 INCH DIA, WITH ANCHER BOLTS, NUTS AND WASHERS Vendor Item	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0472 .CAPEQUIPMT. .			48405.30

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 76259.80

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

Account	Amount	Remaining Budget
E C0472 .CAPEQUIPMT. .	76259.80	1685.82

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.		

Bill To	Requisition 00009575-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)	76259.80	

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

Activity	Date	Clerk	Comment
Approved	05/29/24	JENNIFER WHITE	
Approved	06/03/24	JENNIFER WHITE	
Approved	06/10/24	JENNIFER WHITE	
Rejected	05/30/24	BRENDA RHODES	Please check expense strings
Rejected	06/03/24	TIFFANY HOLLINS	Unable to use expense strings
Approved	06/10/24	BRENDA RHODES	
Approved	06/10/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/10/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/12/24	SANDRA LEWIS	
Approved	06/12/24	DONALD ROSE	Auto approved by: 910518227
Approved	06/12/24	SANDRA LEWIS	
Approved	06/12/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	06/12/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	06/12/24	JOHN PAINE	Auto approved by: 910518227
Approved	06/12/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

GraybaR. works to your advantage

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Private Equity

Public Sector

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

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,

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Accept | Decline

- **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
- Contract Renewal

Solicitation Process

- EV2370 RFP
- EV2370 RFP Postings

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

Print Page | Reset

Agenda of: 18 June 2024 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Intergraph Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Intergraph Corporation for services to install and maintain for 12 months an interface between MFRD Tablet Command and Mobile County Communications District Hexagon software systems. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,695.00

FUNDING SOURCE:

Budget Item: See Requisition — Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ — Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sole source; price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

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
10401	2024	(1510) FIRE ADMINISTRATION	SERVICES TO INSTALL AND MAINTAIN FOR 12 MOS INTERFACE BETWEEN MFRD TABLET COMMAND SOFTWARE AND MCCD HEXAGON SOFTWARE (SOLE SOURCE, PRICE BELOW BID REQUIREMENT)	$29,695.00	(280258) INTERGRAPH CORPORATION

Adopted:

_____

City Clerk

City of Mobile

REQUISITION CONVERSION LIST

Requisition Header Fiscal Yr: 2024 RQ#: 00010401
Type: Normal RQ Date: 06/12/2024

Department Code	1510	FIRE ADMINISTRATION
RQ Description	INTER CAD XALT INTERFACE PSA1018,QUOTE 2024-63774	
Vendor	280258	INTERGRAPH CORPORATION
Buyer ID	9105fola	ANNE FOLEY
Needed By Date		
General Commodity	208	COMPUTER SOFTWARE FOR MICROCOM
Ship To Address	146	FIRE CENTRAL SUPPLY
Deliver To	146	FIRE CENTRAL SUPPLY
Shipping Method		
Bill To Address	100	ACCOUNTS PAYABLE
Allocation Code	00000000	
Special Handling	None	
Current Status	Approved	
Total RQ Amount	$29695.00	

General Notes
Print:Y

PER YOUR QUOTE #2024-63774 PURSUANT TO THE MASTER AGREEMENT WITH THE MOBILE COUNTY COMMUNICATIONS DISTRICT AND INTERGRAPH COPRORATION DATED A

THIS ENABLES REAL-TIME DATA WITH 911.

Line Item Details

Line 001 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: 12883.00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	12883.00

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
InterCAD CAD Xalt Interface, PART PSA1018; PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	12883.00	U

Line 002 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: .00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	0.00

REQUISITION CONVERSION LIST

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
InterCAD CAD Xalt Interface - Test, PART PSA1018TST PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	0.00	U

Line 003 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: 13944.00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	13944.00

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
Hexagon Project Services, PART SPRSVC9001 PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	13944.00	U

Line 004 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: 2868.00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	2868.00

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
MAINTENANCE FOR 12 MONTHS InterCAD CAD Xalt Interface PART PSA1018 PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

REQUISITION CONVERSION LIST

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	2868.00	U

Line 005 Commodity: 20880
Qty: 1.00 UOM: EACH Unit Price: .00000

% Disc	Credit	Freight	Item Total
0.00	0.00	0.00	0.00

SOFTWARE LICENSE AND/OR SUPPORT
(MAINTENANCE)
Description Notes
Print:Y
MAINTENANCE FOR 12 MONTHS InterCAD CAD Xalt Interface - Test, PART PSA1018TST PER QUOTE 2024-63774

Department: 1510 1099 Box: Capital Asset:N Needed By:
Quote 0 Bid 0
Work Order: Task: 0

Allocation Details

Account	Description	%	Allocated Amt	Bud
10041522-49130	UNCLASSIFIED EXP	100.000	0.00	U

** END OF REPORT - Generated by DONALD ROSE **

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 June 2024 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Shaw Contract Flooring Services, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Shaw Contract Flooring Services Inc for carpet for Cruise Terminal.
Capital Cruise Term Elevator Cabin/Lobby flooring

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,172.48

FUNDING SOURCE:

Budget Item: See Requisition — Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ — Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
9770	2024	(3032) ARCHITECTURAL ENGINEERING	CARPET FOR CRUISE TERMINAL (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$21,172.48	(293037) SHAW CONTRACT FLOORING SERVICES, INC

Adopted:

_____

City Clerk

```
==============================================================================
  Bill To                              |          Requisition 00009770-00  FY 2024
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105neej
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 1
==============================================================================
  Vendor                                  Ship To
  SHAW CONTRACT FLOORING SERVICES INC     CRUISE TERMINAL
  SHAW SPORTS TURF                        201 SOUTH WATER ST
  185 SOUTH INDUSTRIAL BLVD
                                          MOBILE, AL 36602
  CALHOUN, GA 30701

  Tel#706-625-7943                        Delivery Reference
      Fax 706-625-7964                    BRENDA PARKER

                                          Deliver To
                                          CRUISE TERMINAL
                                          201 SOUTH WATER ST

                                          MOBILE, AL 36602
                                          Delivery Reference
                                          BRENDA PARKER

------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/30/24   |293037 |         |                    |ARCHITECTURAL ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------
    SOURCEWELL CONTRACT #061323-SII
001 5T031 - Welcome II EcoWorx Tile           176.00       53.66000       9444.16
    24" x 24" 31557/Sterling              SQUAREYARD

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                 9444.16

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER


002 5000 - Carpet Tile Adhesive; 4 GAL          2.00      111.53000        223.06
                                                EACH

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                  223.06
```

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==============================================================================
  Bill To                            |          Requisition 00009770-00  FY 2024
  ACCOUNTS PAYABLE                   |
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                                     |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105neej
  vendorinvoices@cityofmobile.org    |Status: Approved                  Page 2
==============================================================================
  Vendor                                 Ship To
  SHAW CONTRACT FLOORING SERVICES INC    CRUISE TERMINAL
  SHAW SPORTS TURF                       201 SOUTH WATER ST
  185 SOUTH INDUSTRIAL BLVD
                                         MOBILE, AL 36602
  CALHOUN, GA 30701

  Tel#706-625-7943                       Delivery Reference
      Fax 706-625-7964                   BRENDA PARKER

                                         Deliver To
                                         CRUISE TERMINAL
                                         201 SOUTH WATER ST

                                         MOBILE, AL 36602
                                         Delivery Reference
                                         BRENDA PARKER

------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/30/24   |293037 |         |                    |ARCHITECTURAL ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER


003 Carpet Demolition (standard)              175.00        3.33000        582.75
                                            SQUAREYARD

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                   582.75

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
    CRUISE TERMINAL
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==============================================================================
  Bill To                            |          Requisition 00009770-00  FY 2024
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105neej
  vendorinvoices@cityofmobile.org    |Status: Approved                  Page 3
==============================================================================
  Vendor                                 Ship To
  SHAW CONTRACT FLOORING SERVICES INC    CRUISE TERMINAL
  SHAW SPORTS TURF                       201 SOUTH WATER ST
  185 SOUTH INDUSTRIAL BLVD
                                         MOBILE, AL 36602
  CALHOUN, GA 30701

  Tel#706-625-7943                       Delivery Reference
      Fax 706-625-7964                   BRENDA PARKER

                                         Deliver To
                                         CRUISE TERMINAL
                                         201 SOUTH WATER ST

                                         MOBILE, AL 36602
                                         Delivery Reference
                                         BRENDA PARKER

------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/30/24   |293037 |         |                    |ARCHITECTURAL ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER


004 Carpet Disposal                            175.00        1.33000        232.75
                                            SQUAREYARD

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                   232.75

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER


005 Carpet Tile Installation                   175.00        7.54000       1319.50
                                            SQUAREYARD

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
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==============================================================================
  Bill To                            |          Requisition 00009770-00  FY 2024
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105neej
  vendorinvoices@cityofmobile.org    |Status: Approved                   Page 4
==============================================================================
  Vendor                                 Ship To
  SHAW CONTRACT FLOORING SERVICES INC    CRUISE TERMINAL
  SHAW SPORTS TURF                       201 SOUTH WATER ST
  185 SOUTH INDUSTRIAL BLVD
                                         MOBILE, AL 36602
  CALHOUN, GA 30701

  Tel#706-625-7943                       Delivery Reference
      Fax 706-625-7964                   BRENDA PARKER

                                         Deliver To
                                         CRUISE TERMINAL
                                         201 SOUTH WATER ST

                                         MOBILE, AL 36602
                                         Delivery Reference
                                         BRENDA PARKER

------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/30/24   |293037 |         |                    |ARCHITECTURAL ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
     E C0644     .CONSTRUCTN.          .                                1319.50

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER


006 Carpet Border Work                        350.00        2.18000        763.00
                                           LINEARFOOT

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                 763.00

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
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Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 5

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
007	Transition Installation (excludes materials)	24.00 LINEARFOOT	2.41000	57.84
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			57.84
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
008	Furniture Removal and Replacement	8.00 HOUR	60.50000	484.00

```
==============================================================================
  Bill To                            |          Requisition 00009770-00  FY 2024
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105neej
  vendorinvoices@cityofmobile.org    |Status: Approved                   Page 6
==============================================================================
  Vendor                                 Ship To
  SHAW CONTRACT FLOORING SERVICES INC    CRUISE TERMINAL
  SHAW SPORTS TURF                       201 SOUTH WATER ST
  185 SOUTH INDUSTRIAL BLVD
                                         MOBILE, AL 36602
  CALHOUN, GA 30701

  Tel#706-625-7943                       Delivery Reference
      Fax 706-625-7964                   BRENDA PARKER

                                         Deliver To
                                         CRUISE TERMINAL
                                         201 SOUTH WATER ST

                                         MOBILE, AL 36602
                                         Delivery Reference
                                         BRENDA PARKER

------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/30/24   |293037 |         |                    |ARCHITECTURAL ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                          Qty     Unit Price     Net Price
   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                   484.00

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER


009 Skimcoat - Labor & Materials             2250.00        1.60000       3600.00
                                               SQ FT

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                  3600.00

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER
```

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
010	Mositure Testing	1.00 EACH	200.00000	200.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			200.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
011	Hourly Rates for Services Not Listed	40.00 HOUR	55.00000	2200.00

```
==================================================================================
  Bill To                              |          Requisition 00009770-00  FY 2024
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105neej
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 8
==================================================================================
  Vendor                                  Ship To
  SHAW CONTRACT FLOORING SERVICES INC     CRUISE TERMINAL
  SHAW SPORTS TURF                        201 SOUTH WATER ST
  185 SOUTH INDUSTRIAL BLVD
                                          MOBILE, AL 36602
  CALHOUN, GA 30701

  Tel#706-625-7943                        Delivery Reference
      Fax 706-625-7964                    BRENDA PARKER

                                          Deliver To
                                          CRUISE TERMINAL
                                          201 SOUTH WATER ST

                                          MOBILE, AL 36602
                                          Delivery Reference
                                          BRENDA PARKER

----------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  05/30/24   |293037 |         |                    |ARCHITECTURAL ENGINEERING
----------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                 2200.00

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER


012 Supplemental Benefits                       40.00       25.00000       1000.00
                                                 HOUR

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                 1000.00
```

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 9

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
013	Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.	1.00 EACH	798.09000	798.09
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN. .			798.09
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

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==============================================================================
  Bill To                            |          Requisition 00009770-00  FY 2024
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105neej
  vendorinvoices@cityofmobile.org    |Status: Approved                  Page 10
==============================================================================
  Vendor                                 Ship To
  SHAW CONTRACT FLOORING SERVICES INC    CRUISE TERMINAL
  SHAW SPORTS TURF                       201 SOUTH WATER ST
  185 SOUTH INDUSTRIAL BLVD
                                         MOBILE, AL 36602
  CALHOUN, GA 30701

  Tel#706-625-7943                       Delivery Reference
      Fax 706-625-7964                   BRENDA PARKER

                                         Deliver To
                                         CRUISE TERMINAL
                                         201 SOUTH WATER ST

                                         MOBILE, AL 36602
                                         Delivery Reference
                                         BRENDA PARKER

------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/30/24   |293037 |         |                    |ARCHITECTURAL ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
    Deliver To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER


014 FREIGHT                                     1.00      267.33000        267.33
                                                EACH
    Additional Description Notes
    -------------
    PER YOUR PROPOSAL #202851; SOURCEWELL CONTRACT #061323-SII; DATED 05.21.24

    FOR QUESTIONS OR CONCERNS CONTACT J. RUSSELL @ 251.208.1083
    Vendor Item
    Inventory Item/Loc 14009

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C0644     .CONSTRUCTN.          .                                 267.33

    Ship To
    CRUISE TERMINAL
    201 SOUTH WATER ST
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

    Deliver To
    CRUISE TERMINAL
    201 SOUTH WATER ST
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==============================================================================
  Bill To                            |          Requisition 00009770-00  FY 2024
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105neej
  vendorinvoices@cityofmobile.org    |Status: Approved                  Page 11
==============================================================================
  Vendor                                 Ship To
  SHAW CONTRACT FLOORING SERVICES INC    CRUISE TERMINAL
  SHAW SPORTS TURF                       201 SOUTH WATER ST
  185 SOUTH INDUSTRIAL BLVD
                                         MOBILE, AL 36602
  CALHOUN, GA 30701

  Tel#706-625-7943                       Delivery Reference
      Fax 706-625-7964                   BRENDA PARKER

                                         Deliver To
                                         CRUISE TERMINAL
                                         201 SOUTH WATER ST

                                         MOBILE, AL 36602
                                         Delivery Reference
                                         BRENDA PARKER

------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/30/24   |293037 |         |                    |ARCHITECTURAL ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
    MOBILE, AL 36602
    Delivery Reference
    BRENDA PARKER

Requisition Link
                                Requisition Total                        21172.48

     ***** Project Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     E C0644     .CONSTRUCTN.          .               21172.48          76727.01

     ***** General Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     2000.80.00.0000.0000.0000.0000.0000.48010.
                                                         21172.48          36661.79
        CAPITAL IMPROVEMENTS FUND EXP   CONSTRUCTION

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                 Comment
     Approved  05/30/24   BRENDA RHODES
     Approved  05/30/24   TIFFANY HOLLINS         Auto approved by: 910511034
     Approved  05/30/24   RELYA MALLORY           Auto approved by: 910511034
     Approved  06/07/24   DONALD ROSE             Auto approved by: 9105paij
     Approved  06/07/24   SANDRA LEWIS            Auto approved by: 9105paij
     Approved  06/07/24   STEVEN KRONINGER        Auto approved by: 9105paij
     Approved  06/07/24   SAMANTHA COOLEY         Auto approved by: 9105paij
     Approved  06/07/24   JOHN PAINE              Approved by: 9105neej
     Approved  06/07/24   MICHAEL SPAFFORD        Auto approved by: 9105paij
```

Bill To	Requisition 00009770-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
SHAW CONTRACT FLOORING SERVICES INC	CRUISE TERMINAL
SHAW SPORTS TURF	201 SOUTH WATER ST
185 SOUTH INDUSTRIAL BLVD	
	MOBILE, AL 36602
CALHOUN, GA 30701	
Tel#706-625-7943	Delivery Reference
Fax 706-625-7964	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

ShawContract

Carpet and floor covering

#080819-SII
Maturity Date: 10/11/2024

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 080819-SII gives access to the following types of goods and services:

- Carpet
- Carpet tile
- Broadloom
- Hospitality custom
- Hard surface
- Specialty products
- Static dissipative
- Sundries
- Weld rods
- Wall covering
- Technical
- Maintenance

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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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

Print Page | Reset

Agenda of: 18 June 2024 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to UKG Kronos Systems LLC

PURPOSE & 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.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $25,626.69

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software, Omnia/US Comm Coop Purch Agrmnt, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
9841	2024	(1510) FIRE ADMINSTRATION	ANNUAL RENEWAL OF KRONOS TELESTAFF WORKFORCE MANAGEMENT SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE; OMNIA /US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$25,626.69	(294306) UKG KRONOS SYSTEMS LLC

Adopted:

_____

City Clerk

```
==============================================================================
  Bill To                            |          Requisition 00009841-00  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
  297 BILLERICA RD                        2851 OLD SHELL ROAD

                                          MOBILE, AL 36607
  CHELMSFORD, MA 01824                    richardsonv@cityofmobile.org

  Tel#864-967-9960                        Delivery Reference
      Fax 866-935-1163                    VICTORIA RICHARDSON

                                          Deliver To
                                          FIRE CENTRAL SUPPLY
                                          2851 OLD SHELL ROAD

                                          MOBILE, AL 36607


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/31/24   |294306 |         |                    |FIRE ADMINISTRATION
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------

    PER QUOTE DATED 28-MAY-2024.
    RENEWAL CONTRACT #1201243 S23-MAY-22 ORIGINAL CONTRACT PER OMNIA/US
    COMMUNITIES CONTRACT #18220.
    ATTN: NACHALY VELEZ, KIMBERLY HONOHAN OR ANN MARIE CARLSON
    INVOICE #12112653


001  SOFTWARE "CLOUD HOSTING" SUPPORT           1.00     4791.99000       4791.99
    SERVICES; Cloud Hosting UKG                 EACH
    TELESTAFF Per Employee Per Month
    UKG TELESTAFF CONTACT MANAGER V7.
    1+, 575 LICENSES FOR 1 YEAR,
    21-SEP-2024 20-SEP-2025
    Vendor Item

   1 1000.30.15.1510.1522.1510.0000.0000.42200.                        4791.99

    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
```

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==================================================================================
  Bill To                              |          Requisition 00009841-00  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 2
==================================================================================
  Vendor                                   Ship To
  UKG KRONOS SYSTEMS LLC                   FIRE CENTRAL SUPPLY
  297 BILLERICA RD                         2851 OLD SHELL ROAD

                                           MOBILE, AL 36607
  CHELMSFORD, MA 01824                     richardsonv@cityofmobile.org

  Tel#864-967-9960                         Delivery Reference
      Fax 866-935-1163                     VICTORIA RICHARDSON

                                           Deliver To
                                           FIRE CENTRAL SUPPLY
                                           2851 OLD SHELL ROAD

                                           MOBILE, AL 36607


----------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  05/31/24   |294306 |         |                    |FIRE ADMINISTRATION
----------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
    MOBILE, AL 36607


002 SOFTWARE "CLOUD HOSTING" SUPPORT            1.00        0.00000          0.00
    SERVICES; Cloud Hosting UKG                 EACH
    TELESTAFF Per Employee Per Month
    UKG TELESTAFF GLOBAL ENTERPRISE V7.
    1+, 575 LICENSES FOR 1 YEAR,
    21-SEP-2024 20-SEP-2025  PER QUOTE
    DATED 28-MAY-2024
    Vendor Item

   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


003 SOFTWARE "CLOUD HOSTING" SUPPORT            1.00        0.00000          0.00
    SERVICES; Cloud Hosting UKG                 EACH
    TELESTAFF Per Employee Per Month
    UKG TELESTAFF GATEWAY MANAGER V7.
```

Bill To	Requisition 00009841-00 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 3

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	1+, 1 LICENSE FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item			
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			
004	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF CONTACT MANAGER V7. 1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 EACH	0.00000	0.00
1	1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00009841-00 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
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	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			
005	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF Per Employee Per Month UKG TELESTAFF SMS MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 EACH	0.00000	0.00
1	1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00009841-00 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

Vendor	Ship To
UKG KRONOS SYSTEMS LLC 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	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			
006	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF ENTERPRISE V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025. Vendor Item	1.00 EACH	20834.70000	20834.70
1	1000.30.15.1510.1522.1510.0000.0000.42200.			20834.70
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00009841-00 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 6

Vendor	Ship To
UKG KRONOS SYSTEMS LLC 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF GLOBAL ACCESS V7.1+, 575 LICENSES FOR 1 YEAR,21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 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			
008	SOFTWARE "CLOUD HOSTING" SUPPORT	1.00	0.00000	0.00

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==================================================================================
  Bill To                              |          Requisition 00009841-00  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 7
==================================================================================
  Vendor                                   Ship To
  UKG KRONOS SYSTEMS LLC                   FIRE CENTRAL SUPPLY
  297 BILLERICA RD                         2851 OLD SHELL ROAD

                                           MOBILE, AL 36607
  CHELMSFORD, MA 01824                     richardsonv@cityofmobile.org

  Tel#864-967-9960                         Delivery Reference
      Fax 866-935-1163                     VICTORIA RICHARDSON

                                           Deliver To
                                           FIRE CENTRAL SUPPLY
                                           2851 OLD SHELL ROAD

                                           MOBILE, AL 36607


----------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  05/31/24   |294306 |         |                    |FIRE ADMINISTRATION
----------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
    SERVICES; Cloud Hosting UKG                 EACH
    TELESTAFF BASE FEE Per Month UKG
    TELESTAFF GATEWAY V7.1+, 1 LICENSE
    FOR 1 YEAR, 21-SEP-2024
    20-SEP-2025  PER QUOTE DATED
    28-MAY-2024
    Vendor Item

   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


009 SOFTWARE "CLOUD HOSTING" SUPPORT            1.00        0.00000          0.00
    SERVICES; Cloud Hosting UKG                 EACH
    TELESTAFF BASE FEE Per Month UKG
    TELESTAFF CONTACT MANAGER V7.1+,
    575 LICENSES FOR 1 YEAR,
    21-SEP-2024 20-SEP-2025  PER QUOTE
    DATED 28-MAY-2024
    Vendor Item
```

Bill To	Requisition 00009841-00 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 8

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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			
010	SOFTWARE "CLOUD HOSTING" SUPPORT SERVICES; Cloud Hosting UKG TELESTAFF BASE FEE Per Month UKG TELESTAFF SMS MANAGER V7.1+, 575 LICENSES FOR 1 YEAR, 21-SEP-2024 20-SEP-2025 PER QUOTE DATED 28-MAY-2024 Vendor Item	1.00 EACH	0.00000	0.00
1	1000.30.15.1510.1522.1510.0000.0000.42200.			.00

Bill To	Requisition 00009841-00 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

Vendor	Ship To
UKG KRONOS SYSTEMS LLC 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	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

Requisition Link

Requisition Total 25626.69

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42200.	25626.69	2575904.11
FIRE SUPPRESSION DIV EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	06/06/24	DONALD ROSE	Auto approved by: 9105fola
Approved	06/06/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	06/06/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	06/06/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	06/06/24	JOHN PAINE	Auto approved by: 9105fola
Approved	06/06/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	06/06/24	ANNE FOLEY	

Bill To	Requisition 00009841-00 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 10

Vendor	Ship To
UKG KRONOS SYSTEMS LLC	FIRE CENTRAL SUPPLY
297 BILLERICA RD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHELMSFORD, MA 01824	richardsonv@cityofmobile.org
Tel#864-967-9960	Delivery Reference
Fax 866-935-1163	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/31/24	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

UKG

UKG

HR, Payroll, Time Keeping, and Culture Solutions

UKG human capital management (HCM) solutions provide the tools your leadership team needs to support the entire employee lifecycle — from recruiting and onboarding to schedules and pay. Through technology built for all, your organization can enhance the employee experience and become a great place to work. Whether education, government, or nonprofit, UKG helps you build a culture of trust and belonging that drive better outcomes for more than 3,000 public sector organizations across the United States.

Click Your Industry

Education | Government

Nonprofit

The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Public Sector

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

Available through OMNIA Partners, UKG offers human capital management and workforce management solutions to participating public sector agencies.

- **Workforce Management Systems and Related Products, Services and Solutions**
  Cobb County, GA | 18220 and 18221

VIEW CONTRACT DOCUMENTATION

CONTACT US

UKG 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.

Workforce Management Systems and Related Products, Services and Solutions

Cobb County, GA
Contract Number: 18220 and 18221

Awarded to: Kronos Incorporated #18220 and Kronos SaasShr, Inc. #18221

This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept | Decline

Executive Summary

- Executive Summary
- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract #18220
- Official Signed Contract #18221
- Contract Award Documents
- Contract Renewal 1
- Contract Renewal 2
- Contract Amendment 1 - #18220
- Contract Amendment 2 - #18220
- Contract Amendment 3 - #18220
- Contract Amendment 1 - #18221
- Contract Amendment 2 - #18221
- Contract Amendment 3 - #18221
- Contract Amendment 4 - #18221
- Conversion and Rebranding of Kronos
- Disclosure of Investment Activities in Iran Russia Belarus

Response Evaluation

- Supplier Response to RFP
- Evaluation Summary

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- Proof of Publication
- PreProposal Sign Sheet
- RFP Response Receipt List

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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

R E S O L U T I O N

2024

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

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

Name of Company:	Goram Air Conditioning Company, Inc.
Project Name:	Springhill Recreation Center – HVAC Replacement
Project Number:	PR-067-23
Amount:	$65,287.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Springhill Recreation Center – HVAC Replacement

CAPITAL PROJECT #: C0785 (20002000-48010)

CONTRACT AMOUNT: $65,287.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-067-23

PROJECT DESCRIPTION: This Project consist of the replacement of the existing HVAC equipment and controls.

VENDOR NAME: Goram Air Conditioning Company, Inc.

VENDOR NUMBER: 74050

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50% **_X__** or

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 06/12/2024

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

This Agreement made and entered into this_____.

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

And the Contractor: Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License No.:195350
Secretary of State Registration No.: 000-036-895

For the following Project: Springhill Recreation Center – HVAC Replacement
1151 Springhill Avenue
Mobile, Alabama 36604

Project Number: PR-067-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Sixty Five Thousand Two Hundred Eighty Seven and 00/100 Dollars ($65,287.00) which includes a Contingency Allowance of Six Thousand and 00/100 ($6,000.00).

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

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required
for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own

forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

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

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

B. Comprehensive General Liability Insurance

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

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

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

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

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

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

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

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

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

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

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

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

3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

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

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final

payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

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

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

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

To Contractor: Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606

3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $50,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.17 RETAINAGE
For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.18 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Goram Air Conditioning Company, Inc. has completed the contract for 1151 Springhill Avenue Springhill Recreation Center – HVAC Replacement, PR-067-23, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated May 9, 2024, as prepared by the City of Mobile Architectural Engineering Department and;
2. Addendum No 1, dated May 13, 2024, Addendum No 2, dated May 20, 2024, etc.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection,

war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

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

8.0 NON-ASSIGNMENT

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

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

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

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

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Goram Air Conditioning Company, Inc.

_____
By Signature

Darren W. Deas, Vice President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren W. Deas as Vice President of Goram Air Conditioning Company, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 6th day of June
20 24.

_____
NOTARY PUBLIC
My Commission Expires: 4.14.25

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

EXHIBIT A
SCOPE OF WORK

SPRINGHILL RECREATION CENTER – HVAC REPLACEMENT
1151 SPRINGHILL AVENUE
MOBILE, ALABAMA 36604
PR-067-23

Scope of Work: This Project consist of the replacement of the existing HVAC equipment and controls.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, Alabama 36606 hereinafter called the Principal, and Hartford Casualty Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum Sixty Five Thousand Two Hundred Eighty Seven and 00/100 Dollars ($65,287.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Springhill Recreation Center – HVAC Replacement ,PR-067-23, 1151 Springhill Avenue Mobile, Alabama 36604, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Darren Deas / Vice President

SURETY
Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III
Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III, AL Resident Agent
Company Name: Lyon Fry Cadden Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
Agency Code: 21-250403

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, Alabama 36606, as Principal, and Hartford Casualty Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Sixty Five Thousand Two Hundred Eighty Seven and 00/100 Dollars ($65,287.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Springhill Recreation Center – HVAC Replacement ,PR-067-23, 1151 Springhill Avenue Mobile, Alabama 36604, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint J. William Goodloe, III **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Darren Deos / Vice President

SURETY
Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III
Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III, AL Resident Agent
Company Name: Lyon Fry Cadden Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

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In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

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	Goram Air Conditioning Company, Inc.
Address	1252 Houston Street, Mobile, AL., 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	PR-067-23
Project Description	Springhill Recreation Center - HVAC Replacement
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 67 Female 5 Minority 22 Non-minority 50 SDVO _____ Total #of Employees 72

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas

Signature: _____ Date: 6/7/24

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Darren Deas Title: Vice President

Email: Darren@goramair.com Phone: 251-476-5003

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Goram Air Conditioning Your Bid/Proposal Amount $ 65,287.00 Date: 6/7/24

_____/ _____/_____ Description Springhill Recreation Center- HVAC Replacement

Name of Bidder/Proposer: Goram Air Conditioning Company, 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
None		None	None	None	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc.

Contact Person: Darren Deas Phone 251-476-5003 Email Darren@goramair.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
x		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
x		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	x	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	x	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	x	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	x	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	x	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	x	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	x	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	x	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

x 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. _____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2024

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
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Self-Insured Worker's Compensation Fund	0
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606

GORAAIR-01

COVERAGES **CERTIFICATE NUMBER:** 1714392197 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			A0160905001	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B C	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		P100546AL2024 PUAL129001	1/1/2024 1/1/2024	1/1/2025 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	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit: $100,000	Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Inland Marine - BUILDERS RISK - Installation Floater Policy
Policy Number: A0160905002
NAIC# 23434
Carrier: Middlesex Insurance Company
Policy Term: 1/1/2024 - 1/1/2025
Limits: Any One Job Site: $350,000 At Any Location Other Than A Job Site: $100,000 Property In Transit: $25,000 Deductible: $2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the
See Attached...

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: GORAAIR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project: Springhill Recreation Center – HVAC Replacement - 1151 Springhill Avenue, Mobile, AL 36604
Project NO: PR-067-23

Certificate holder is insured as noted above and complete to include: City of Mobile

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The ACORD name and logo are registered marks of ACORD

SPECIAL BROAD FORM AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. **Broadened Who Is An Insured**

   Under **Section II - Covered Autos Liability Coverage**, the following is added to **Coverage A.1. Who Is An Insured**:

   d. **Employees As Insureds**

   Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or personal affairs.

   e. **Newly Acquired Organizations**

   Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period; whichever is earlier; and
   2. Coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that occurred before you acquired or formed the organization.

   f. **For Any Covered "Auto":**

   Who Is An Insured is amended to include as an insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

   This provision applies only if there is no similar insurance available to the entity described above.

2. **Additional Insured by Contract, Agreement or Permit**

   SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who is An Insured** is amended to include the following as an "insured":

   A. Any person or organization, where you have agreed by written contract to add as an additional insured, is an insured but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto Coverage Form.

   The insurance afforded under this provision only applies if the "bodily injury" or "property damage" occurs:

   1. During the policy period, and
   2. After the execution of such written contract, and
   3. Prior to the expiration of the period that the written contract requires such insurance to be provided to the additional insured.

   B. This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

   1. The person or organization is a Named Insured under such other insurance; and
   2. Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

3. **Waiver of Transfer of Rights of Recovery**

   The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with the respect to coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

   A. Under a written contract or agreement with such person(s) or organization(s), and

   B. Prior to the "accident" or the "loss."

4. **Broadened Supplementary Payments**

   Coverage Extension **2.a. Supplementary Payments** under **Section II - Covered Autos Liability Coverages** is amended as follows:

   A. Paragraph **2.a.(2)** is amended to pay up to $3,000 for cost of bail bonds; and

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Paragraph **2.a.(4)** is amended to pay for loss of earnings up to $500 a day because of time off from work.

5. Fellow Employee Bodily Injury Extension

The Fellow Employee exclusion contained in **Section II - Covered Autos Liability Coverage** does not apply.

6. Accidental Airbag Discharge

The following is added to Exclusion **B.3.a**. under **Section III - PHYSICAL DAMAGE:**

This exclusion does not apply to the accidental discharge of an airbag in a covered auto for a loss that Physical Damage Coverage is shown in the Declarations.

7. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

8. Physical Damage Coverage Extensions

The following replaces the **Coverage Extensions** under **Section III - PHYSICAL DAMAGE:**

a. Transportation Expenses

We will pay up to $75 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger, truck or van type with a Gross Vehicle Weight of less than 10,000 pounds.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expense if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500.

9. Rental Reimbursement

A. For any covered "auto" for which Comprehensive and Collision coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

B. We will pay up to the limit shown in the Declarations for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

2. The number of days shown in the Schedule.

D. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.

2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".

E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

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G. Our payment under this coverage extension is excess over any other rental reimbursement coverage available to you.

10. Hired Auto Physical Damage

A. If you have Comprehensive or Specified Causes of Loss and Collision Coverages provided on your owned "autos" you may extend Physical Damage Coverage to any "autos" you lease, hire, rent or borrow; provided you have Liability Coverage for hired "autos".

B. The hired "auto" must be of like kind and used as the "autos" owned and covered under this Coverage Form.

C. The most we will pay for "loss" to any hired "auto" in any one "accident" is the least of the following amounts:

(1) $75,000

(2) The actual cash value of the hired "auto" at the time of the "loss"

(3) The cost of repairing or replacing the hired auto" with other property of like kind and quality

D. The following deductible provisions apply:

(1) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage shown in the Declarations.

E. Any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto" under this coverage extension.

11. Auto Loan And Lease Gap Coverage

Section III - PHYSICAL DAMAGE is amended by the addition of the following:

A. In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

(1) The amount paid under the policy's Physical Damage Coverage; and

(2) Any:

(a) Overdue or any deferred lease/loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

B. This coverage extension applies to covered autos that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage. The "loss" must be caused by damage for which coverage is shown in the Declarations.

C. For the purposes of this clause, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by the Auto Loan and Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

12. Personal Effects

The following is added to **A.4. Coverage Extensions** under **Section III - Physical Damage Coverage:**

A. We will extend Physical Damage Coverage on a covered "auto" to include personal property owned by you, a relative or an "employee" that is in the covered "auto" at the time of "loss". The "loss" must be caused by damage for which coverage is shown in the Declarations.

There must be evidence of forced entry for loss caused by theft.

B. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designated for use with audio, visual or data electronic equipment does not apply.

C. The most we will pay for any one "loss" under this coverage extension is $2,000. No Physical Damage Coverage deductible applies to this coverage extension.

D. Coverage provided by this Personal Effects extension is excess over any other collectible insurance.

E. The coverage extension does not apply to the following property:

(1) Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment;

(2) Tools;

(3) Jewelry, precious metals and loose gems;

(4) Money and securities; or

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(5) Property specifically insured or covered under the Business Personal Property Coverage of this policy.

13. Glass Deductible

Under **Section III - PHYSICAL DAMAGE**, the following is added to **A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles** Coverage:

The Comprehensive Coverage deductible shown in the Declarations does not apply to glass breakage if such glass is repaired rather than replaced.

14. Broad Knowledge Of Accident, Claim, Suit Or Loss

Under **Section IV - Business Auto Conditions**, the following is added to **Loss Conditions A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of an insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, executive officer or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

15. Unintentional Failure To Disclose Hazards

Under **Section IV - Business Auto Conditions**, the following is added to **General Conditions B.2. Concealment, Misrepresentation Or Fraud:**

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny all coverage under this policy because of such oversight.

16. Mental Anguish

A. The definition of "bodily injury" under **Section V - Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

B. The following definition is added to **Section V - Definitions:**

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2) This insurance does not apply to:

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a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

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K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

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(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement; or
   2. Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

   If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. **Primary And Noncontributory Insurance**

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

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

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

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

3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

   We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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R E S O L U T I O N

2024

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

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

Name of Company:	Rob't J. Baggett, Inc
Project Name:	City of Mobile, Alabama Cruise Terminal - 150 Ton Mooring Pile
Project Number:	CT-013-23
Amount:	$154,810.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: City of Mobile, Alabama Cruise Terminal - 150 Ton Mooring Pile

CAPITAL PROJECT #: C0825 (20002000-48010)

CONTRACT AMOUNT: $154,810.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-013-23

PROJECT DESCRIPTION: For the installation of a 150-Ton Mooring Pile

VENDOR NAME: Rob't J. Baggett, Inc

VENDOR NUMBER: 20370

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant I **Date:** 05/29/2024

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606

City of Mobile Business License Number: 036051
Secretary of State Registration Number: 000-042-744

for the following Project:
(Name, location and detailed description)

City of Mobile, Alabama Cruise Terminal
150-Ton Mooring Pile
201 South Water Street
Mobile, Alabama 36602

CT-013-23
For the installation of a 150-Ton Mooring Pile

The Architect:
(Name, legal status, address and other information)

Thompson Engineering, Inc.
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Seventy-Five (75) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)
§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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User Notes: (1294694962)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Fifty-Four Thousand Eight Hundred Ten and 00/100 Dollars ($154,810.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$144,810.00
Contingency Allowance:	**$ 10,000.00**
Total Bid:	$154,810.00
Total Contract Sum:	$154,810.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency Allowance	$10,000.00

Contingency Allowance: Ten Thousand and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any: N/A
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ **5.1.7.1.1** The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)
§ **5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ **5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ **5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ **5.2.1** Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- **.2** a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ **5.2.2** The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the

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contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rob't J. Baggett, Inc. has completed the contract CT-013-23 for City of Mobile, Alabama Cruise Terminal, 201 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract

Init. /

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Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Cassie Boatwright, Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Charles D. Dicks, Jr., President
Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

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A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $5,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $9,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

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A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 Pollution Legal Liability: Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

.14 If the contractor owns the boats that will be used, Protection & Indemnity coverage limits of not less than $1,000,000 extending to captain, crew, and passengers is required.

.15 Marine Employer's Liability coverage limits of not less than $1,000,000 is required.

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The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum five (5) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
C101	Site Plan	February 2023
C201	150 Ton Mooring Pile	February 2023
C301	Mooring Pile Details	February 2023
BMPs	BMPs (Best Management Practices)	03/08/23

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
01010	Summary of Work	03/08/23
01210	Allowances	03/08/23
01220	Unit Prices	03/08/23
01310	Project Management and Coordination	03/08/23
01320	Construction Progress Documentation	03/08/23
01330	Submittal Procedures	03/08/23
01635	Substitution Procedures	03/08/23
01700	Execution Requirements	03/08/23

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User Notes:

01731	Cutting and Patching	03/08/23
01770	Close-out Procedures	03/08/23
017839	Project Record Documents	03/08/23
DIVISON 2	SITE CONSTRUCTION	
	Not Used	
DIVISION 3	CONCRETE	
	Not Used	
DIVISION 4	MASONRY	
	Not Used	
DIVISION 5	METALS	
	Not Used	
DIVISION 6	WOOD AND PLASTIC	
	Not Used	
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
	Not Used	
DIVISION 8	DOORS AND WINDOWS	
	Not Used	
DIVISION 9	FINISHES	
	Not Used	
DIVISION 10	SPECIALTIES	
	Not Used	
DIVISION 11	EQUIPMENT	
	Not Used	
DIVISION 12	FURNISHINGS	
	Not Used	
DIVISION 13	SPECIAL CONSTRUCTION	
	Not Used	
DIVISION 14	CONVEYING SYSTEMS	
	Not Used	
DIVISION 15	MECHANICAL	
	Not Used	
DIVISION 16	ELECTRICAL	
	Not Used	

.5 Addenda, if any:

Number	Date
Addendum #1	March 21, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraphs deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which

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the State of Alabama can enjoy open trade.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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User Notes:

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

City of Mobile

Legal Name of Party to Contract:
Contractor: Rob't J. Baggett, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Charles D. Dicks, Jr, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles D. Dicks, Jr. as President of Rob't J. Baggett, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 28th day of May, 20 24.

Kristina M. Nunnally
NOTARY PUBLIC
My Commission Expires:

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

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User Notes:
(1294694962)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't. J. Baggett,Inc, 759 Holcombe Ave,Mobile, Alabama 36606, hereinafter called the Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 , hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Hundred Fifty Four Thousand Eight Hundred Ten and no/100 Dollars ($154,810.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Alabama Cruise Terminal – 150 Ton Mooring Pile (CT-013-23) 201 South Water Street, Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL
Company: Rob't. J. Baggett, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: CHARLES D. DICKS, JR.
PRESIDENT

SURETY
Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: _____
(Signature)
Mark W. Edwards, II
Name and Title: Attorney-in-Fact & AL Resident Agent

Resident Agent: _____
(Signature)
Mark W. Edwards, II
Name and Title: Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: 205-252-9871

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't J. Baggett,Inc, 759 Holcombe Ave,Mobile, Alabama 36606, held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Fifty Four Thousand Eight Hundred Ten and no/100 ($154,810.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Alabama Cruise Terminal – 150 Ton Mooring Pile (CT-013-23) 201 South Water Street, Mobile, Alabama, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Mark W. Edwards, II **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL
Company: Rob't. J. Baggett, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:
CHARLES D. DICKS, JR., PRESIDENT

SURETY
Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: _____
(Signature)
Mark W. Edwards, II
Name and Title: Attorney-in-Fact & AL Resident Agent

Resident Agent: _____
(Signature)
Mark W. Edwards, II
Name and Title: Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: 205-252-9871

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE, AL 36606
Telephone	251-473-3290
E-Mail	KRISTINA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	CT-013-23
Project Description	150 TON MOORING PILE
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 146 Female 9 Minority 17 Non-minority _____ SDVO _____ Total #of Employees 155

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 5-28-24

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: BRYANT BAGGETT Title: PROJECT MANAGER

Email: BRYANT@RJBAGGETT.COM Phone: 251-404-8330

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company ROB'T J. BAGGETT, INC. Your Bid/Proposal Amount $ 144,810.00 Date: 5-28-24

5 / 28 / 2024 Description 150 TON MOORING PILE

Name of Bidder/Proposer: ROB'T J. BAGGETT, INC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
JORDAN PILE DRIVING		DRIVE STEEL PILE	54,625	37	NO	
BAYOU CONCRETE		CONCRETE SUPPLIER	7,021	4	NO	
C&B FABRICATION		BOLLARD FABRICATION	13,057	9	NO	
SKYLINE STEEL		60" PIPE FABRICATION	29,864	20	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: BRYANT BAGGETT, PROJECT MANAGER Phone 251-404-8330 Email BRYANT@RJBAGGETT.COM

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

__X__ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Rob't J. Baggett, Incorporated	
Entity ID Number	000-042-744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	$25,000
Capital Paid In	$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

Rob't J. Baggett, Incorporated	
	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024

Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609

Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	10/28/1999	Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014	Registered Agent Change 2 pgs.

Browse Results New Search

Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008

E-Verify

Company ID Number: 133278

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2024

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
McGriff Insurance Services, LLC
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Brandi Woodruff / Ext 9608
PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: Brandi.Woodruff@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Liberty Insurance Corporation	42404
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Starr Indemnity & Liability Company	38318
INSURER E :	
INSURER F :	

INSURED
Rob't J. Baggett, Inc.
C & B Real Property, LLC
759 Holcombe Avenue
Mobile, AL 36606

COVERAGES **CERTIFICATE NUMBER:** BQ2DMRKT **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Limited Job Site Pollution X Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	TB5-Z51-291805-043	06/30/2023	06/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Agg Lmt-All Proj/Loc	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	AS2-Z51-291805-013	06/30/2023	06/30/2024	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 / RETENTION $	X	X	1000587178231	06/30/2023	06/30/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC2-Z51-291805-023 Includes USL&H for AL, LA, MS	06/30/2023	06/30/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CT-013-23 City of Mobile, Alabama Cruise Terminal 150 Ton Mooring Pile - 201 South Water Street, Mobile, AL 36602
Certificate Holder is Additional Insured on a Primary & Non-Contributory basis with respects to General Liability, Automobile Liability, and Umbrella Liability as required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Umbrella Liability policies in favor of the City of Mobile as required per written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for 10 days non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC		INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	ISSUE DATE: 05/28/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Combined Inland Marine
Carrier: Lloyds Syndicate
Policy Term: 6/30/23 to 6/30/24
Policy No.: 00002CIM230

Limits of Liability:
Scheduled/Owned Equipment - as per schedule on file w/company
$500,000 Leased/Rented/Borrowed from others - Boom overload/overweight coverage included
$500,000 Equipment while waterborne

Deductibles:
2% of Values, Minimum 2,500 / except Cranes, 5% of Values min. 5,000 / $1,000 on Misc. & Employees Tools, 72 hour waiting period on rental reimbursement

Installation:
$5,000,000 Any One Job
$5,000,000 Temporary Off Site Storage
$5,000,000 Property In Transit
$5,000,000 Annual Aggregate - Flood
$5,000,000 Annual Aggregate - Earthquake

Deductibles:
$ 5,000 Per Occurrence Except
$25,000 Flood Minimum other than Named Storms
$25,000 Earthquake Minimum

Cargo: $250,000 Any One Conveyance
Temp Storage in Transit: $250,000
Deductible: $2,500 Per Occurrence

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CERTIFICATE NUMBER: BQ2DMRKT

RESOLUTION

2024

Sponsored by: Mayor William S. Stimpson

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

Name of Company:	S & O ENTERPRISES, INC.
Project Name:	SECURITY AND FIRE ALARM MONITORING AT VARIOUS CITY OF MOBILE FACILITIES (3-YEAR SERVICE CONTRACT)
Project Number:	SC-016-24
Amount:	Year 1 = $ 60,840.00 Year 2 = $ 60,840.00 + Year 3 = $ 60,840.00 **TOTAL: $182,520.00 combined**

Adopted:

_____

City Clerk

STANDARD CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____ 2024,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: S & O Enterprises, Inc.
572 Azalea Road, Suite #122
Mobile, Alabama 36609
(251) 476-8854

City of Mobile License Number: 30970

City of Mobile Vendor Number: 190305

State of Alabama Business Entity Number: 000-124-567

for the following PROJECT:

PROJECT NAME: FIRE & SECURITY ALARM SERVICE AND MONITORING (3-YEAR SERVICE CONTRACT)

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NUMBER: SC-016-24

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, insurance, equipment and supplies and perform all work required to provide security and fire alarm monitoring at various City of Mobile facilities, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:
2.1 The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile

shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Term of the Contract, subject to additions and deductions provided herein, in current funds, the sums as follows:

Year 1 Base Bid: $56,940.00
Unscheduled Services at Unit Rates: not to exceed $3,900 per year.
Year 1 Total: Not to Exceed $60,840.00

Year 2 Base Bid: $56,940.00
Unscheduled Services at Unit Rates: not to exceed $3,900 per year.
Year 2 Total: Not to Exceed $60,840.00

Year 3 Base Bid: $56,940.00
Unscheduled Services at Unit Rates: not to exceed $3,900 per year.
Year 3 Total: Not to Exceed $60,840.00

Total Contract Amount Not to Exceed:

One Hundred Eighty-Two Thousand, Five Hundred Twenty & No/100 Dollars ($182,520.00)
(Amount in Words) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Unit Pricing:

Flat Fee Monitoring and Simple Service: $780.00 per year @ $65.00 per month
Service / Labor: $75.00 per hour
Additional Material: Shall be billed at Service Contractors direct cost plus fifteen (15%) percent.

3.3 Schedule of Values:

FACILITY	TYPE OF SERVICE	Uplink Fee	YEAR 1	YEAR 2	YEAR 3	TOTAL
200 Government Steet	F/S/A	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Animal Shelter	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Arthur R. Outlaw Mobile Convention Center	F	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Azalea City Golf Course Club House	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Azalea City Golf Course Maintenance Building	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Azalea Road Complex Main Building & Gym	F/S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00

Connie Hudson Mobile Regional Senior Comm. Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Copeland/Cox Tennis Center	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Dog River Park Community Center	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Electrical Department	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Figures Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Fire Dept. Central Services Warehouse Building	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Fort Conde Museum	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Fort Conde Welcome Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
GulfQuest Maritime Museum	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Harmon Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Herndon-Sage Park Office Building	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Hillsdale Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
History Museum of Mobile	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
History Museum of Mobile Board Warehouse	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Hope Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Hurtel (Ft. Wright) Armory	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Laun Park Community Center	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Lyons Park Tennis Office	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Medal of Honor Park Gymnastics Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Medal of Honor Park Tennis Facility	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Metro Firearms Facility	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mitternight Park Community Center	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mobile, Alabama Cruise Terminal	F	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mobile, Alabama Cruise Terminal Offsite Parking	S	N/A	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00

Mobile Civic Center (facility slated for demolition 8/24/2024)	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mobile Museum of Art	F/S/A	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Mobile Technology Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Municipal Archives	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Newhouse Park Recreation Center	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Parks Eastern Division Mowing Section	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Parkway Senior Center (S.A.I.L.)	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Phoenix Fire Museum	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Academy	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police 1st Precinct	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police 2nd Precinct	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police 3rd Precinct	F/S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Crime Prevention	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Headquarters Building	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police HQ Narcotics Safe	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police HQ Property Room Vault "Training Building"	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Impound Lot - Metal Building	F	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Impound Lot - Trailer	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Mounted Unit (facility will relocate to Grand Bay, AL)	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Special Operations Building - Intelligence	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Special Operations Building - Internal Affairs	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Police Special Operations Building - Main	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Public Buildings Carpentry Shop	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Public Buildings Fence & Roofing Shop	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Public Buildings Welding Shop	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00

Public Safety Complex	F	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Public Works Garage Paint and Body Shop	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Rickarby Park Recreation Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Saenger Theater	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Sage Armory Bldg.	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Seals Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Springhill Recreation Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Stotts Park Community Center	S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Sullivan Park Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Tardy Cottage	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Taylor Park Community Center	F/S/A	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Telecommunications Building	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Tillman's Corner Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Traffic Engineering Department	S	**N/A**	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Trinity Gardens Park Dotch Community Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Trinity Gardens Park Michael C. Dow Amphitheater	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Trinity Gardens Park Tricksey Center	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
Western Admin. Complex (WAC)	F/S	$ 0.00	$ 780.00	$ 780.00	$ 780.00	$ 2,340.00
(73 Facilities)	**Totals:**		$ 56,940.00	$ 56,940.00	$ 56,940.00	$ 170,820.00

Type of Service: **F/S** indicates monitoring required for both fire and security systems; **S** indicates monitoring of security system only.

N/A – Not Applicable

Systems not included in this contract and that are proprietary in nature include, but are not limited to, SIMPLEX, EST (Edwards Systems Technology), Fire Control Instrument.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments for uplinks shall be made during the first month of Year One.

B. Payments for monitoring services shall be made monthly, based on the Yearly

amount divided into Twelve (12) equal amounts for completed work as specified.

C. One (1) Original invoices shall be delivered to the Building Services Project Manager for review and approval by the 25th day of each month.

D. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The City may terminate the Contract upon thirty (30) days written notice. The City shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	10 pages
2. Scope of Work, dated April 15, 2024	1 page
3. Exhibit A – Locations	4 pages
4. Bid Form	7 pages
5. DBE Waiver	1 page
5. E-Verify Documentation	2 pages
6. State of Alabama Business Entity Documentation	2 pages
7. General Conditions	8 pages
8. Certificates of Insurance with Endorsements	___ pages

ARTICLE 7. Insurance:

7.1 Required coverage:

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

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:

Bodily injury and property damage combined –$1,000,000 per occurrence

4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, along with all endorsements and policies, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone

number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

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

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws

concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all Service Contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

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

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

Remainder of Page Left Intentionally Blank

ARTICLE 9. Signature:
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

Signature

William S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
S & O Enterprises, Inc.

Signature

Orin D. Shreves, President/Owner
Printed Name and Corporate Title

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Orin D. Shreves as President/Owner of S & O Enterprises, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 20th day of May, 2024.

Tamara J. Foshee
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
TAMARA J. FOSHEE
My Commission Expires
August 11, 2027

SCOPE OF WORK
April 15, 2024

Scope of Services:

A. Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to properly program and monitor all security and fire alarm systems at various City of Mobile facilities, as listed in Exhibit A - Locations.

B. Monitoring Requirements:

1. Service Contractor shall monitor security and fire alarm systems 24 hours per day, 7 days a week, 365 days a year. In the event of an alarm, Service Contractor shall immediately telephone the facility "contact" and the Police/Fire Dispatch office in number order as provided by the City of Mobile Building Services Department (see No. 2).
2. Prior to start of monitoring services, Service Contractor shall verify all contact information with Owner. Service Contractor shall maintain a current "Contact" list including facility names, addresses, individual contacts (if available) and contact telephone numbers.
3. Prior to start of monitoring services, Service Contractor shall inspect fire alarm and/or security panels at each facility and make alterations as required to ensure that each facility can be successfully monitored, inspect existing or install new uplink units and make sure they can communicate with the monitoring service. If the Service Contractor chooses to install new uplink units, the equipment shall be Uplink LTE30EX or equal. The cost of revising existing or installing new uplinks shall be included in the Contract Amount.
4. Service Contractor shall submit daily signal report(s) that include Signal, Alarm and Ignored Signals, daily Unrestored Signals, Test Trouble Alerts, and Fail to Communicate/Telephone Line Faults to Building Services.
5. If an alert is given that an alarm panel is not functioning (fail to communicate or communications errors), Service Contractor shall immediately contact Building Services Project Manager.

C. Service Requirements:

1. Service Contractor shall supply all cost for simple services related to time and travel, service calls, labor, replacement parts, equipment, and supplies necessary to perform repairs on existing, non-proprietary systems. Proprietary system repairs shall be excluded from the service contract.
2. All major system repairs shall be quoted in accordance with Alabama State Bid Laws and pre-approved in writing prior to the commencement of work to be performed.
3. All work shall be coordinated with Building Services Project Manager.

EXHIBIT A - LOCATIONS

FACILITY	TYPE OF SERVICE	ADDRESS	PANEL
200 Government Street	F/S	200 Government Street, Mobile, AL 36602	Simplex 4010
Animal Shelter	F/S	855 Owens Street, Mobile, AL 36604	DMP XR150N
Arthur R. Outlaw Mobile Convention Center	F	1 South Water Street, Mobile, AL 36602	Simplex 4100ES
Azalea City Golf Course Club House	F/S	1000 Gaillard Drive, Mobile, AL 36608	FireShield FS1004
Azalea City Golf Course Maintenance Building	S	1000 Gaillard Drive, Mobile, AL 36608	DCS 1555
Azalea Road Complex Main Building & Gym	F/S	1301 Azalea Road, Mobile, AL 36693	DMP XR150
Connie Hudson Mobile Regional Senior Comm. Center	F/S	3201 Hillcrest Road, Mobile, AL 36695	EST-2
Copeland/Cox Tennis Center	S	851 Gaillard Drive, Mobile, AL 36608	DSC PC1832
Dog River Park Community Center	S	2459 North Dog River Drive, Mobile, AL 36605	DSC PC1616
Electrical Department	S	854 Gayle Street, Mobile, AL 36604	DMP XR100
Figures Park Community Center	F/S	658 Donald Street, Mobile, AL 36617	DMP XR200F
Fire Dept. Central Services Warehouse Building	F/S	2851 Old Shell Road, Mobile, AL 36607	DMP XR2500R
Fort Conde Museum	S	150 South Royal Street, Mobile, AL 36602	ADEMCO AM100
Fort Conde Welcome Center	F/S	150 South Royal Street, Mobile, AL 36602	Simplex 4007/DSC PC1616
GulfQuest Maritime Museum	F/S	155 South Water Street, Mobile, AL 36602	EST-3
Harmon Park Community Center	F/S	1611 Belfast Street, Mobile, AL 36605	DMP XR500
Herndon-Sage Park Office Building	F/S	2900 Dauphin Street, Mobile, AL 36606	DSC PC1616
Hillsdale Park Community Center	F/S	558 Felhorn Road, Mobile, AL 36608	Firelite MS10UD/DMP XR500FC
History Museum of Mobile	F/S	111 South Royal Street, Mobile, AL 36602	JCI Metasys
History Museum of Mobile Board Warehouse	S	51 South Hallet Street, Mobile, AL 36604	DSC PC1616
Hope Community Center	F/S	850 Edwards Street, Mobile, AL 36610	DMP XR100

Hurtel (Ft. Wright) Armory	F/S	1900 Hurtel Street, Mobile, AL 36605	Simplex 4010 ES
Laun Park Community Center	S	5401 Windmill Street, Mobile, AL 36693	DSC PC1575
Lyons Park Tennis Office & Pavilion	F/S	180 Lyons Park Avenue, Mobile, AL 36604	FireLite MS10UD
Medal of Honor Park Gymnastics Center	F/S	1711 Hillcrest Road, Mobile, AL 36695	Edwards E-F5502
Medal of Honor Park Tennis Facility	S	1711 Hillcrest Road, Mobile, AL 36695	DSC PC1616
Metro Firearms Facility	F/S	12247 Tanner Williams Road, Wilmer, AL 36587	Simplex 4006
Mitternight Park Community Center	S	5310 Colonial Oaks Drive, Mobile, AL 36618	DSC PC1616
Mobile, Alabama Cruise Terminal	F	201 South Water Street, Mobile, AL 36602	FCI 7100
Mobile, Alabama Cruise Terminal Offsite Parking	S	401 Civic Center Drive, Mobile, AL 36602	DMP
Mobile Civic Center (facility slated for demolition 8/2024)	F/S	401 Civic Center Drive, Mobile, AL 36602	Silent Knight 6820 EVS
Mobile Museum of Art	F/S	4850 Museum Drive, Mobile, AL 36608	Simplex 4100
Mobile Technology Center	F/S	651 Church Street, Mobile, AL 36602	DMP XR500
Municipal Archives	F/S	457 Church Street, Mobile, AL 36602	DMP XR100FC
Newhouse Park Recreation Center	S	2960 Alston Drive, Mobile, AL 36605	DSC PC1832
Parks Eastern Division Mowing Section	S	603 South Broad Street, Mobile, AL 36603	GEM P1632
Parkway Senior Center (S.A.I.L.)	F/S	1600 Boykin Boulevard, Mobile, AL 36605	DMP XR150 / DSC PC1616
Phoenix Fire Museum	S	203 South Claiborne Street, Mobile, AL 36602	DSC PC1616
Police Academy	F/S	1251 Virginia Street, Mobile, AL 36604	Simplex 4005
Police 1st Precinct	F/S	2601 Dauphin Island Parkway, Mobile AL. 36605	Edwards 10
Police 2nd Precinct	F/S	5441 Highway 90, Building C, Mobile, AL 36619	Edwards 10
Police 3rd Precinct	F/S	2165 St. Stephen Road, Mobile, AL 36617	DMP XR500FC
Police Crime Prevention	S	2407 Airport Boulevard, Mobile, AL 36606	DSC PC1616
Police Headquarters Building	F/S	2460 Government Boulevard, Mobile, AL 36606	DMP XR150DN
Police HQ Narcotics Safe	S	2460 Government Boulevard, Mobile, AL 36606	DSC PC 1832
Police HQ Property Room Vault "Training Building"	S	2460 Government Boulevard, Mobile, AL 36606	DSC PC1616

Police Impound Lot - Metal Building	F	1251 Virginia Street, Mobile, AL 36604	Simplex 4008
Police Impound Lot - Trailer	S	1251 Virginia Street, Mobile, AL 36604	ADEMCO PDT1640U
Police Mounted Unit (Facility will relocate to Grand Bay)	S	1251 Virginia Street, Mobile, AL 36604 (will relocate to 6160 Gaston Loop Rd, Grand Bay, AL, 36541)	DSC PC1616
Police Special Operations Building - Intelligence	S	850 St. Anthony Street, Mobile, AL 36603	DSC PC1832
Police Special Operations Building - Internal Affairs	S	850 St. Anthony Street, Mobile, AL 36603	DSC PC1832
Police Special Operations Building - Main	F/S	850 St. Anthony Street, Mobile, AL 36603	VES VF185810
Public Buildings Carpentry Shop	F/S	850 Owens Street, Mobile, AL 36604	DSC PC1832
Public Buildings Fence & Roofing Shop	S	850 Owens Street, Mobile, AL 36604	DSC PC1616
Public Buildings Welding Shop	S	850 Owens Street, Mobile, AL 36604	DSC PC1616
Public Safety Complex	F	8080 Airport Boulevard, Mobile, AL 36608	Simplex 4100ES
Public Works Garage Paint and Body Shop	F/S	901 Kelly Street, Mobile, AL 36605	DSC PC1616
Rickarby Park Recreation Center	F/S	550 Rickarby Street, Mobile, AL 36606	DMP XR100
Saenger Theater	F/S	6 South Joachim Street, Mobile, AL 36602	EST
Sage Armory Bldg.	F/S	48 North Sage Avenue, Mobile, AL 36606	DMP XR150N / DSC PC1616
Seals Park Comm. Center	F/S	540 Texas Street, Mobile, AL 36603	DMP XR200
Springhill Recreation Center	F/S	1151 Springhill Avenue, Mobile, AL 36604	DMP XR500
Stotts Park Community Center	S	2150 Demotropolis Road, Mobile, AL 36693	DSC PC1616
Sullivan Park Community Center	F/S	351 North Catherine Street, Mobile, AL 36603	Simplex 4010
Tardy Cottage	F/S	104 South Lawrence Street, Mobile, AL 36602	DMP XR550
Taylor Park Community Center	F/S	1050 Baltimore Street, Mobile, AL 36605	FireLite MS9200
Telecommunications Building	F/S	107 South Royal Street, Mobile, AL 36602	DMP XR150N
Tillman's Corner Community Center	F/S	5055 Carol Plantation Road, Mobile, AL 36582	DMP XR200
Traffic Engineering Department	S	852 Gayle Street, Mobile, AL 36604	DMP XT30
Trinity Gardens Park Dotch Community Center	F/S	3100 Bank Avenue, Mobile, AL 36617	Simplex 4005

Trinity Gardens Park Michael C. Dow Amphitheater	F/S	3155-B Bank Avenue, Mobile, AL 36617	DMP XR150
Trinity Gardens Park Tricksey Center	F/S	3055 Bank Avenue, Mobile, AL 36617	DMP XR500FC
Western Admin. Complex (WAC)	F/S	4851 Museum Drive, Mobile, AL 36608	FireLite MS-10UD

Type of Service: **F/S** indicates monitoring required for both fire and security systems; **S** indicates monitoring of security system only. **A** indicates Arming and Disarming App.

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT - SECURITY AND FIRE ALARM MONITORING

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-016-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated April 15, 2024, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: S+O Enterprise Inc

ADDRESS: 572 Azalea Road Suite 122

PHONE: 251-476-8854 **EMAIL:** sandent@cs.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 30970

CITY OF MOBILE VENDOR NUMBER: 190305

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: NA

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than

Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – As specified in Scope of Work

FACILITY	TYPE OF SERVICE	Uplink Fee	YEAR 1	YEAR 2	YEAR 3	TOTAL
200 Government Steet	F/S/A	$ 0	$ 984.00	$984.00	$ 984.00	$2952.00
Animal Shelter	F/S	$ 0	$ 504.00	$ 504.00	$ 504.00	$1512.00
Arthur R. Outlaw Mobile Convention Center	F	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Azalea City Golf Course Club House	F/S	$ 0	$1368.00	$ 1368.00	$1368.00	$4104.00
Azalea City Golf Course Maintenance Building	S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Azalea Road Complex Main Building & Gym	F/S	N/A	$ 504.00	$ 504.00	$ 504.00	$1512.00
Connie Hudson Mobile Regional Senior Comm. Center	F/S	$ 0	$1368.00	$1368.00	$1368.00	$ 4104.00
Copeland/Cox Tennis Center	S	N/A	$324.00	$ 324.00	$ 324.00	$ 972.00
Dog River Park Community Center	S	N/A	$324.00	$324.00	$ 324.00	$972.00
Electrical Department	S	N/A	$324.00	$324.00	$324.00	$972.00
Figures Park Community Center	F/S	$ 0	$1368.00	$1368.00	$1368.00	$4104.00
Fire Dept. Central Services Warehouse Building	F/S	$ 0	$ 1188.00	$1188.00	$ 1188.00	$ 3564.00
Fort Conde Museum	S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Fort Conde Welcome Center	F/S	$ 0	$ 864.00	$864.00	$ 864.00	$ 2592.00
GulfQuest Maritime Museum	F/S	$ 0	$ 1368.00	$ 1368.00	$ 1368.00	$ 4104.00
Harmon Park Community Center	F/S	$ 0	$1368.00	$1368.00	$ 1368.00	$ 4104.00
Herndon-Sage Park Office Building	F/S	$ 0	$ 828.00	$ 828.00	$828.00	$2484.00
Hillsdale Park Community Center	F/S	$ 0	$1368.00	$ 1368.00	$1368.00	$ 4104.00
History Museum of Mobile	F/S	$ 0	$ 1188.00	$ 1188.00	$ 1188.00	$ 3564.00
History Museum of Mobile Board Warehouse	S	N/A	$ 324.00	$324.00	$ 324.00	$ 972.00
Hope Community Center	F/S	$ 0	$ 864.00	$ 864.00	$ 864.00	$ 2592.00
Hurtel (Ft. Wright) Armory	F/S	$ 0	$ 1188.00	$ 1188.00	$ 1188.00	$ 3564.00
Laun Park Community Center	S	$ 0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Lyons Park Tennis Office	F/S	$ 0	$1368.00	$ 1368.00	$1368.00	$4104.00
Medal of Honor Park Gymnastics Center	F/S	$ 0	$ 828.00	$828.00	$ 828.00	$ 2484.00

Medal of Honor Park Tennis Facility	S	N/A	$ 324.00	$324.00	$324.00	$972.00
Metro Firearms Facility	F/S	$0	$504.00	$504.00	$504.00	$1512.00
Mitternight Park Community Center	S	N/A	$324.00	$324.00	$324.00	$972.00
Mobile, Alabama Cruise Terminal	F	$0	$864.00	$864.00	$864.00	$2592.00
Mobile, Alabama Cruise Terminal Offsite Parking	S	N/A	$504.00	$504.00	$504.00	$1512.00
Mobile Civic Center (Facility slated for demolition 8/24)	F/S	$ 0	$864.00	$864.00	$864.00	$2592.00
Mobile Museum of Art	F/S/A	$0	$624.00	$624.00	$624.00	$1872.00
Mobile Technology Center	F/S	$0	$ 864.00	$ 864.00	$ 864.00	$2592.00
Municipal Archives	F/S	$0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Newhouse Park Recreation Center	S	$0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Parks Eastern Division Mowing Section	S	N/A	$324.00	$324.00	$324.00	$972.00
Parkway Senior Center (S.A.I.L)	F/S	$0	$1368.00	$1368.00	$1368.00	$4104.00
Phoenix Fire Museum	S	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Police Academy	F/S	$0	$ 504.00	$ 504.00	$ 504.00	$ 1512.00
Police 1st Precinct	F/S	$0	864.00	864.00	864.00	2592.00
Police 2nd Precinct	F/S	$0	$ 864.00	$864.00	$ 864.00	$2592.00
Police 3rd Precinct	F/S	N/A	$ 324.00	$ 324.00	$324.00	$ 972.00
Police Crime Prevention	S	N/A	$ 324.00	$324.00	$324.00	$972.00
Police Headquarters Building	F/S	$0	$ 504.00	$504.00	$504.00	$1512.00
Police HQ Narcotics Safe	S	N/A	$ 324.00	$ 324.00	$324.00	$972.00
Police HQ Property Room Vault "Training Building"	S	N/A	$324.00	$324.00	$324.00	$972.00
Police Impound Lot - Metal Building	F	N/A	$324.00	$324.00	$324.00	$972.00
Police Impound Lot - Trailer	S	N/A	$324.00	$324.00	$324.00	$972.00
Police Mounted Unit (Facility will relocate to Grand Bay)	S	$0	$324.00	$324.00	$324.00	$972.00
Police Special Operations Building - Intelligence	S	N/A	$324.00	$324.00	$324.00	$972.00
Police Special Operations Building - Internal Affairs	S	N/A	$324.00	$324.00	$324.00	$972.00
Police Special Operations Building - Main	F/S	$0	$1188.00	$1188.00	$1188.00	$3564.00
Public Buildings Carpentry Shop	F/S	$0	$504.00	$504.00	$504.00	$1512.00
Public Buildings Fence & Roofing Shop	S	N/A	$648.00	$648.00	$648.00	$1944.00
Public Buildings Welding Shop	S	$0	$ 504.00	$504.00	$504.00	$1512.00

Public Safety Complex	F	N/A	$ 324.00	$ 324.00	$ 324.00	$ 972.00
Public Works Garage Paint and Body Shop	F/S	$ 0	$ 504.00	$504.00	$ 504.00	$ 1512.00
Rickarby Park Recreation Center	F/S	$0	$864.00	$864.00	$864.00	$2592.00
Saenger Theater	F/S	$0	$1368.00	$1368.00	$1368.00	$ 4104.00
Sage Armory Bldg.	F/S	$0	$ 828.00	$ 828.00	$ 828.00	$2484.00
Seals Park Comm. Center	F/S	$0	$ 864.00	$864.00	$ 864.00	$2592.00
Springhill Recreation Center	F/S	$0	$864.00	$864.00	$ 864.00	$2592.00
Stotts Park Community Center	S	$0	$ 504.00	$504.00	$ 504.00	$1512.00
Sullivan Park Community Center	F/S	$0	$1368.00	$1368.00	$1368.00	$4104.00
Tardy Cottage	F/S	$0	$1368.00	$1368.00	$1368.00	$ 4104.00
Taylor Park Community Center	F/S/A	$0	$1368.00	$1368.00	$1368.00	$4104.00
Telecommunications Building	F/S	$0	$504.00	$ 504.00	$ 504.00	$1512.00
Tillman's Corner Community Center	F/S	$0	$864.00	$ 864.00	$ 864.00	$2592.00
Traffic Engineering Department	S	N/A	$324.00	$324.00	$ 324.00	$ 972.00
Trinity Gardens Park Dotch Community Center	F/S	$0	$1368.00	$1368.00	$1368.00	$4104.00
Trinity Gardens Park Michael C. Dow Amphitheater	F/S	$0	$ 864.00	$864.00	$ 864.00	$2592.00
Trinity Gardens Park Tricksey Center	F/S	$0	$1368.00	$ 1368.00	$ 1368.00	$4104.00
Western Admin. Complex (WAC)	F/S	$0	$1368.00	$1368.00	$1368.00	$4104.00
(73 Facilities)	**Totals:**		$55,464.00	$55,464.00	$55,464.00	$166,392.00

Type of Service: **F/S** indicates monitoring required for both fire and security systems; **S** indicates monitoring of security system only. **A** indicates Arming and Disarming App.

N/A – Not Applicable: Unless specified as N/A, location has an existing uplink for dialing into the monitoring service, the present service contractor has proved the uplink at no cost. The new service contractor shall have the option to either purchase the existing uplink units from the City of Mobile, at a cost of $400.00 per unit, or provide new uplink units at contractors own cost, and as specified in the above table for the term of this Agreement.

First Year – Initial Term	$ 55,464	.00
Second Year – First Additional Term	$ 55,464	.00
Third Year – Second Additional Term	$ 55,464	.00
Total:	$ 166,392	.00

Non-Contract Service - $75.00 Service Call plus parts

Total Bid Amount:

One Hundred Sixty Six Thousand Three Hundred
(Amount in Words)

Ninety Two & 00/100 Dollars ($ 166,392 .00)
(Amount in Numbers)

Alternate #1 Base Bid, Flat Fee, Simple Service - As specified in Scope of Work.
This alternative Flat Fee Bid Option provides the City with Flat Fee pricing for ALL included facilities, for simple services related to time and travel, service calls, labor, replacement parts, equipment, supplies, cell monitoring, and cell uplink for existing, non-proprietary burglar and fire monitoring systems.

FACILITY	TYPE OF SERVICE	Rate	YEAR 1	YEAR 2	YEAR 3	TOTAL
Each (73 Facilities)	Various	$65.00	$780.00	$780.00	$780.00	2340.00
Total All Facilities	Various	$4745.00	$56,940.00	$56,940.00	$56,940.00	$170,820.00

First Year – Initial Term (73 Facilities) $ 56,940 .00
Second Year – First Additional Term (73 Facilities) $ 56,940 .00
Third Year – Second Additional Term (73 Facilities) $ 56,940 .00
Total: $ 170,820 .00

Total Alternate #1 Bid Amount:

One Hundred Seventy Thousand Eight Hundred
(Amount in Words)

Twenty & 00/100 Dollars ($ 170,820 .00)
(Amount in Numbers)

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

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

1. BID INCLUDES:
Addendum Number 1, Dated 04/18/2024
Addendum Number 2, Dated 04/30/2024
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

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

1. **QUESTIONS:** To be answered by all vendors (regardless of whether intending to claim a preference):
   A. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above Alarm Company 572 Azalea Rd Suite 122 Mobile 36609
   B. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so, please describe NA.
   C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? No. If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan
- Bid Bond or Cashier's Check, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

Remainder of Page Intentionally Left Blank

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

S + D Enterprise, Inc
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Orin Shreves
(Typed)

TITLE President / Owner
(Typed)

DATE May 1st, 20 24

Sworn to and subscribed before me this 1st **day of** May, 20 24

Tamara J Foshee
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
TAMARA J. FOSHEE
My Commission Expires
August 11, 2027

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-016-24 Current Date 4/12/2024

Project Description SERVICE CONTRACT - SECURITY AND FIRE ALARM MONITORING

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.

Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

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Provide Security and Fire Alarm Monitoring for the City of Mobile - Various Locations

Requested By (Department Director)

Chad B. Holm — Building Services Project Manager — 4/12/24

(Signature) (Title) (Date)

Chad Holm — chad.holm@cityofmobile.org

Telephone Number — Email Address

251-208-7519

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd — Supplier Diversity Manager — 4/15/2024

(Signature) (Title) (Date)

Approved By (CAO)

E-Verify

Company ID Number: 518511

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: S & O Enterprises, Inc.	
Orin Shreves Name (Please Type or Print)	Title
Electronically Signed Signature	03/10/2012 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	03/10/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	S & O Enterprises, Inc.
Company Facility Address:	801 Executive Park Drive Suite 205
	Mobile, AL 36606
Company Alternate Address:	P.O. Box 50845
	Mobile, AL 36605
County or Parish:	MOBILE
Employer Identification Number:	630990967

Company ID Number: 518511

North American Industry Classification Systems Code:	238
Administrator:	Beckham Enterprises LLC C/O Autobahn Collision of Scottsdale
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:	Orin D Shreves		
Telephone Number:	(251) 476 - 8854	Fax Number:	(251) 650 - 4969
E-mail Address:	sanoent@cs.com		
Name:	Belinda G Smith		
Telephone Number:	(251) 476 - 8854	Fax Number:	(251) 650 - 4969
E-mail Address:	sanoent@cs.com		
Name:	Desiree Newell		
Telephone Number:	(251) 476 - 8854	Fax Number:	(251) 650 - 4969
E-mail Address:	sanoent@cs.com		

Alabama Secretary of State

S & O Enterprises, Inc., close corporation	
Entity ID Number	000 - 124 - 567
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	06/21/1988
Registered Agent Name	SHREVES, ORIN D
Registered Office Street Address	572 AZALEA RD SUITE 122 MOBILE, AL 36609
Registered Office Mailing Address	572 AZALEA RD SUITE 122 MOBILE, AL 36609
Nature of Business	ALARM & FIRE WARNING SYSTEMS
Capital Authorized	$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	SHREVES, ORIN D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SHREVES, SHERRY J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	06/21/2005
Principal Office Changed From	EIGHT MILE, AL
Transaction Date	06/21/2005
Registered Agent Changed From	SHREVES, ORIN D 8790 BROADUS RD EIGHT MILE, AL 36613
Transaction Date	07/31/2006

S & O Enterprises, Inc., close corporation	
Registered Agent Changed From	SHREVES, ORIN D 801 EXECUTIVE PARK DR STE 208A MOBILE, AL 36609
Transaction Date	03/10/2010
Registered Agent Changed From	SHREVES, ORIN D 6621 RED MAPLE DR MOBILE, AL 36618
Transaction Date	06/19/2013
Agent Mailing Address Changed From	* Added
Transaction Date	06/19/2013
Registered Agent Changed From	SHREVES, ORIN D 801 EXECUTIVE PK DRIVE STE 208A MOBILE, AL 36609

Scanned Documents	
Purchase Document Images	
Document Date / Type / Pages	06/21/1988 Certificate of Formation 4 pgs.
Document Date / Type / Pages	06/21/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/31/2006 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/10/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	06/19/2013 Registered Agent Change 2 pgs.

New Search

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE CITY:

A. The "City" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the City for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the City may do so and City shall be entitled to reimbursement from the Service Contractor.

L. Service Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Service 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.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments for uplinks shall be made during the first month of Year One.

2)Payments for monitoring services shall be made monthly upon completion of work as specified.
3) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
4) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

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

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under

the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

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

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

Such comprehensive policy shall include the following:

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

persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the City, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

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

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

4) Excess/Umbrella Liability:

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

C. Certificates of insurance acceptable to the City shall be filed with the City at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The City and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the City or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the City timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the City with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Service 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 Service Contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The City may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the City, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the City and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The City may, at any time, terminate the Contract for the City's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the City's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The City shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the City and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the City or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the City may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the City may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

MOBILE
ALABAMA

Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Security and Fire Alarm Monitoring - Various City of Mobile Facilities

Project #SC-016-24

Date: April 18, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated April 15, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. The Pre-Bid Conference Attendance Roster, dated April 22, 2024, and agenda are attached and form part of Addendum No. 1.

Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

END OF ADDENDUM NO. 1

Service Contract – Security & Fire Alarm Monitoring –
Various City of Mobile Facilities
Project # SC-016-24
PRE-BID CONFERENCE
10:00am Monday, April 22, 2024
205 Government Street, Mobile, Alabama 36602

AGENDA

1. **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions – Building Services Department, Project Manager
   Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
REAM, Operations Manager
Jacob Laurence, 251-422-3312 cell; laurencej@cityofmobile.org

2. **Discussion of Scope of Work:**
   A. The scope of this project is to:
      1. Provide a Base Bid for furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to properly program and monitor all security and fire alarm systems at various City of Mobile facilities outlined in the Scope of Work and Exhibit A – Locations and Addresses in the Bid Documents, dated April 15, 2024.
      a. Alternate #1 Flat Fee Base Bid, Simple Service -: Bidders shall also submit an alternate Flat Fee Bid Base Bid, as specified in Scope of Work. This alternative Flat Fee Bid Option provides the City with an option to select Flat Fee pricing for ALL included facilities, for simple services related to time and travel, service calls, labor, replacement parts, equipment, supplies, cell monitoring, and cell uplink for existing, non-proprietary burglar and fire monitoring systems.
      2. Proprietary systems and major system repairs shall not be included as a part of the contract pricing.
      3. Service Contractor shall monitor security and fire alarm systems 24 hours per day, 7-days a week, 365 days a year. In the event of an alarm, Service Contractor shall immediately telephone the facility "contact" and the Police/Fire Dispatch office in number order as provided by the City of Mobile Building Services Department (see No. 3).
      4. Prior to start of monitoring services, Service Contractor shall verify all contact information with Owner. Service Contractor shall maintain a current "Contact" list including facility names, addresses, individual contacts (if available) and contact telephone numbers.
      5. Prior to start of monitoring services, Service Contractor shall inspect fire alarm and/or security panels at each facility and make alterations as required to ensure that each facility can be successfully monitored, inspect existing or install new uplink units and make sure they can communicate with the monitoring service. If the Service Contractor chooses to install new uplink units, the equipment shall be Uplink LTE30EX or equivalent. The cost of revising existing or installing new uplinks shall be included in the Contract Amount.
      6. Service Contractor shall submit daily signal report(s) that include Signal, Alarm and Ignored Signals, daily Unrestored Signals, Test Trouble Alerts, and Fail to Communicate/Telephone Line Faults to Building Services.
      7. If an alert is given that an alarm panel is not functioning (fail to communicate or communications errors), Service Contractor shall immediately contact Building Services Project Manager.
   B. City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.

C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
D. Site access shall be limited to pre-approved locations agreed upon in advance by the Building Services Project Manager and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
F. Any proposed changes to the Scope of Work shall be submitted to the Building Services Project Manager for approval in advance of commencement of any work.
G. Work hours shall typically be 7am to 4pm for Fire Stations & Police Precincts. All other facilities work hours shall be 8am to 4pm.
H. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
I. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

3. **Bidding instructions, forms, special requirements and time:**

A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org
B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids $250,000 or more.
E. Receipt of Sealed Bids shall be Wednesday, May 1, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted dgitially or without the proper documentation or envelope shall be rejected.

4. **Additional Requirements within 10 Days of Contract Award:**

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5. **Payment requirements.**

a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Project Manager. Invoices shall be received no later than

the 25th day of each month at buildingservices@cityofmobie.org.

6. **Review of Scope of Work Exhibits**

7. **Adjourn**

CITY OF MOBILE
BUILDING SERVICES DEPARTMENT
205 GOVERNMENT STREET, 5th FLOOR
MOBILE, ALABAMA 36602

PRE-BID CONFERENCE ATTENDANCE ROSTER

PROJECT NAME / PROJECT NUMBER	PROJECT LOCATION	DATE / TIME
SC-016-24 SECURITY & FIRE ALARM MONITORING 3-YEAR SERVICE CONTRACT	VARIOUS CITY OF MOBILE LOCATIONS	APRIL 22, 2024 10:00 AM

NAME	ORGANIZATION	PHONE	CELL	EMAIL
Kimberly Irvin	VSC Fire & Security	251-706-8100	251-327-2521	kirvin@vscfire.com
Nikki Clark	ADT Commercial	251-767-3219	251-767-3219	NIKKICLARK@EVERONSOLUTIONS.COM
Orin Shreve	S+O	251-476-8857	366-1837	SandenT@cs.com
Chris Tartt	AFS	251 583 9644	251 380 1501	ctartt.afs@gmail.com
Frank Schottgen	Allied Alarms Inc	251-471-3900	251-295-3848	AlliedAlarmsInc@att.net
Louie Keller	Arena Fire Protection	251-622-3130	228-588-3440	Louie@arenafire.com
Jacob Lawrence	City of Mobile	(251)422-3312	same	lawrencej@cityofmobile.org
Chad Holm	City of Mobile	(251)800-1732	same	chad.holm@cityofmobile.org

Addendum No. 2

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Security and Fire Alarm Monitoring – Various City of Mobile Facilities

Project #SC-016-24

Date: April 30, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated April 15, 2024. Acknowledge the receipt of this Addendum No. 1, and Addendum No. 2, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

REQUEST FOR INFORMATION (RFI):

Question 1:
"What has been the average number of service calls over the last year for the monitoring of the fire and security?"

ANSWER 1:
Fire and Security monitoring and service calls related to this contract are frequent. Although there have been weekly periods of no trouble callouts, it is also not unusual to receive multiple issues requiring call outs in one week at various facilities. Due to current work order system limitations, the City of Mobile is unable to provide more detailed information at this time.

Question 2:
"Were these billable hours or included in the monitoring contract?"

ANSWER 2:
As specified in Scope of Services, Section A:
"Work to be performed by Service Contractor under this Agreement shall consist of furnishing

all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to properly program and monitor all security and fire alarm systems at various City of Mobile facilities, as listed in Exhibit A - Locations."

Some service calls were billable depending on the nature of the issue and whether a system was proprietary.

Question 3:
"Are all fire alarm panels and security panels on cellular dialers?"

ANSWER 3:
The Bid Form, Base Bid, Chart of Facilities lists that 21 of the 73 facilities are dependent on cellular dialers. Bidders should carefully note the wording in the Bid Form, on page 4 of 7, under the Base Bid Chart of Facilities, which states, "...the new service contractor shall have the option to either purchase the existing uplink units from the City of Mobile, at a cost of $400.00 per unit, or provide new uplink units at contractors own cost, and as specified in the above table for the term of this Agreement."

END OF ADDENDUM NO. 2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2024

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
Higginbotham Insurance Agency, Inc.
500 W 13th Street
Fort Worth TX 76102

License#: 2870953

CONTACT NAME: Jason Wyant
PHONE (A/C, No, Ext): 8172310419 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: JaWyant@higginbotham.net

INSURED
S & O Enterprises Inc.
PO Box 50845
Mobile AL 36605

S&OENTE-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Alabama Home Builders Self Insurance Fund	0
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 476813684 **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			CPS7878505	9/3/2023	9/3/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			4687600101	4/11/2024	4/11/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CXS4009069	9/3/2023	9/3/2024	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			30429-00	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

General Liability: The General Liability includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy has a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Auto Liability: The Auto Liability includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
See Attached...

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

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AGENCY CUSTOMER ID: S&OENTE-01

LOC #:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Higginbotham Insurance Agency, Inc.		S & O Enterprises Inc. PO Box 50845 Mobile AL 36605
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Liability is follows form except Workers Compensation.
SC-016-24 Fire & Security Alarm Service and Monitoring (3 Year Service Contract)

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39-041 2024

AN ORDINANCE TO AMEND MOBILE CITY CODE SECTIONS 39-96.1(c) AND (d)(2) TO CHANGE THE NOISE ORDINANCE CUTOFF TIME IN RESIDENTIAL DISTRICTS FROM 10 P.M. TO 9 P.M., SUNDAY THROUGH THURSDAY AND TO CODIFY PROCEDURES FOR APPLICATION FOR A WAIVER OF THE NOISE ORDINANCE FROM THE CITY COUNCIL

SPONSORED BY: COUNCILMEMBER PENN

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

Section 1: Amendment.

Mobile City Code § 39-96.1(c) is hereby amended and restated in its entirety to read as follows:

(c) *Noise in residential districts restricted.*

(1) Generally. It shall be unlawful and a nuisance to make, continue or cause to be made or continued any loud or excessive noise that unreasonably interferes with the comfort, health, or safety of others within the corporate limits of the city.

(2) In addition to the general prohibition set out above, it shall be unlawful, a nuisance and a violation of this section, for any person to:

a. Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonograph, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. to 9:00 p.m., Sunday through Thursday, and 6:00 a.m. to 10:00 p.m. on Friday and Saturday:

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

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

b. Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonograph, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday:

1. It is plainly audible at a distance of twenty-five (25) feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city; or

2. It creates any noise which exceeds fifty (50) db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city.

c. Loud or raucous sounds or noises—6:00 a.m. to 9:00 p.m., Sunday through Thursday, and 6:00 a.m. to 10:00 p.m. on Friday and Saturday. Willfully make or cause a noise which disturbs the peace or quiet of any residential district and which:

1. Is plainly audible at a distance of fifty (50) feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city; or

2. Exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city.

d. Loud or raucous sounds or noises—9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday Willfully make or cause a noise which disturbs the peace or quiet of any residential district and which:

1. Is plainly audible at a distance of twenty-five (25) feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city; or

2. Creates any noise which exceeds fifty (50) db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city.

e. Any person creating any such sound or noise as described in this section and/or anyone permitting such a sound or noise to be created in, or emanate from, any premises under his care, custody or control, shall be presumed responsible for any such sound or noise.

(3) It shall be unlawful for any person to empty any dumpster in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

(4) It shall be unlawful for any person to deliver, pick up, or raise any dumpster, or any roll-off box or container, in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

(5) It shall be unlawful for any person to pick up construction or demolition material, garbage, trash, rubbish, recyclable materials, or any combination thereof, with a truck which has a compactor or the capacity to raise, move, or empty any dumpster, or any roll-off box or container, in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 9:00 p.m. to 6:00 a.m., Sunday through Thursday, and 10:00 p.m. to 6:00 a.m. on Friday and Saturday.

Mobile City Code § 39-96.1(d)(2) is hereby amended and restated in its entirety to read as follows:

(d) *Exceptions.*

(2) *Noises from authorized activities; waiver of the noise ordinance by the City Council.* The prohibitions of this section shall not apply to air traffic at the Mobile Municipal Airport, or any activities of a temporary duration which are permitted by law and for which a license or permit has been granted by the City including but not limited to parades, sporting events, concerts, the Greater Gulf State Fair, and fireworks displays. Notwithstanding anything else in this section, any person may apply to the City Council for a waiver of the noise ordinance on forms provided by the City Clerk's office. Any application for a waiver of the noise ordinance shall be due in the City Clerk's office by 2:00 p.m. on the Thursday prior to the City Council meeting at which the waiver is to be considered. Upon a proper application, the City Council shall have the discretion to grant or deny a waiver both as to noise levels and as to the hours during which any waiver will be operative, including extending the hours beyond the times provided in this section. The City Council may also grant a waiver in part or impose reasonable restrictions as a condition of a grant, or it may delay action on a waiver application. After a final vote by the City Council on a waiver application, the City Clerk shall endorse any application as granted or denied, and shall list thereon any modifications or further conditions imposed by the City Council.

Section 2: Miscellaneous.

(a) All other provisions and sections of the aforesaid Ordinance not amended herein shall remain in full force and effect.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall be effective within the City of Mobile and its police jurisdiction immediately upon its adoption and publication as required by law.

Approved:

_____

City Clerk

60- 2024

R E S O L U T I O N

Sponsored by: William Carroll, Councilmember District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **$570.00** be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42200 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with additional fees for the Harvest Giveaway on November 9, 2024.

Adopted:

_____
City Clerk

60- 2024

R E S O L U T I O N

Sponsored by: William Carroll, Councilmember District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **$1,000.00** be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42200 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with additional fees for the Robinson Family Event on July 7, 2024.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	PLT Food Hall, LLC
Location:	PLT Food Hall 107 Saint Francis Street Suite 115 Mobile, AL 36602

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/13/2024	NEW APPLICATION	2024 - 5662	128325	2	June 25, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PLT FOOD HALL LLC

Trade Name (DBA)

PLT FOOD HALL

Location Address

107 SAINT FRANCIS STREET STE 115

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/13/2024	NEW APPLICATION	2024 - 5662	128325	2	June 25, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,
The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
PLT FOOD HALL LLC

Trade Name (DBA)
PLT FOOD HALL

Location Address
107 SAINT FRANCIS STREET STE 115

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner H. Logan Anderson

Date: **June 14, 2024**

Re: **Application # 5662 / 107 St. Francis St., Ste. 115**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-6. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

The site is located within the Downtown Development District, which exempts existing buildings in a T-6 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5662 DATE 6/25/2024

APPLICANT PLT FOOD HALL LLC

LOCATION 107 ST FRANCIST ST STE 115

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/13/2024	NEW APPLICATION	2024 - 5662	128325	2	June 25, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PLT FOOD HALL LLC

Trade Name (DBA)

PLT FOOD HALL

Location Address

107 SAINT FRANCIS STREET STE 115

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
JENNIFER NOORI	CONTROLLER	NO		JENN@PANINIPETES.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 07/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/13/2024	NEW APPLICATION	2024 - 5662	128325	2	June 25, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
PLT FOOD HALL LLC	PLT FOOD HALL

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	04/19/2022	001-015-385	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
88-2031525	R011848628	

Physical Address (Street Address, Suite #)	City	State	Zip Code
107 SAINT FRANCIS STREET STE 115	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
JENNIFER NOORI	CONTROLLER	NO		JENN@PANINIPETES.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
TEACHERS RETIREMENT SYSTEM OF ALABAMA		ALLISON.RODGERS.RSA.AL.GOV

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
28,264	150	YES	NO	MULTI STORY	BOTTOM FLOOR

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	YES
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
BLOHME III, ARNOLD PETER	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	PANINI PETES OF LODA	SQUID INK	102 DAUPHIN STREET MOBILE 36602
	PB&J GROUP	PANINI PETES	42 SOUTH SECTION STREET FAIRHOPE 36532
	SUNSET POINTE	SUNSET POINTE	531 NORTH SECTION STREET FAIRHOPE 36532

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
DIMARIO, NICHOLAS VINCENT	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	ED'S SHED LLC	ED'S SEAFOOD SHED	6450 USHWY 90 STE J SPANISH FORT 36527
	PP HOSPITALITY MANAGEMENT LLC	THE WATERFRONT	1 YACHT CLUB DRIVE DAPHNE 36526

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
KABAKOFF, ROBERT HAMILTON	OWNER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	ED'S SHED LLC	ED'S SEAFOOD SHED	6450 USHWY 90 STE J SPANISH FORT 36527

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
BLOHME	PP HOSPITALITY MANAGEMENT LLC	THE WATERFRONT	1 YACHT CLUB DRIVE DAPHNE 36526
BLOHME	ED'S SHED LLC	ED'S SEAFOOD SHED	6450 USHWY 90 STE J SPANISH FORT 36527

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Arnold Pete Blohme III	6/13/24
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Pete Blohme	Owner

Sworn to and subscribed before me this 13 day of June 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

PLT FOOD HALL LLC dba **PLT FOOD HALL**

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at **107 SAINT FRANCIS STREET STE 115**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

June 25, 2024

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

June 13, 2024

PLT FOOD HALL

107 SAINT FRANCIS STREET STE 115

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 128325 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1813484	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240611121818719

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: PLT FOOD HALL **Filing Fee:** $50.00

Applicant: PLT FOOD HALL LLC **Transfer Fee:**

Location Address: 107 SAINT FRANCIS ST STE 115 MOBILE, AL 36602

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-015-385

Do you sell Draft Beer?:

Date Incorporated: 4/19/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 4/19/2022

Federal Tax ID: 88-2031525 **Alabama State Sales Tax ID:** R011848628

Name:	Title:	Date and Place of Birth:	Residence Address:
ROBERT HAMILTON KABAKOFF	OWNER		
NICHOLAS VINCENT DIMARIO	OWNER		
ARNOLD PETER BLOHME III	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JENNIFER NOORI **Home Phone:**
Business Phone: 251-434-9535 **Cell Phone**
Fax: **E-mail:** JENN@PANINIPETES.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240611121818719

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: TEACHERS' RETIREMENT SYSTEM OF ALABAMA / EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA 251-431-6770
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 28264 Display Square Footage:
Building seating capacity: 150 Does Licensed premises include a patio area? NO
License Structure: MULTI STORY License covers: BOTTOM FLOOR
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
ROBERT HAMILTON KABAKOFF	2ND DEGREE BURGLARY & THEFT - 3/11/1983	SHERIFF OFFICE	PLED GUILTY PROBATION
ARNOLD PETER BLOHME III	DUI - 10/18/1985	NY STATE POLICE	PLED GUILTY PAID FINE COMPLETED DRIVING SCHOOL

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240611121818719

Initial each	Signature page
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): ARNOLD PETER BLOHME III

Signature of Applicant: Arnold Peter Blohme III

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires: Sep 5, 2025

Commission expires:

Application Taken: **App. In Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240611121818719

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
What is the applicant(s) primary source of funding?: LOAN/INDIVIDUAL

1-787a (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 03-28-2023

ARNOLD PETER BLOHME III
7684 CHARLESTON OAKS DR. DAPHNE
AL 36526

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

ARNOLD PETER BLOHME III

Search Completed Result **03-28-2023**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USINQD09Z
TCN

NCN

THE ENCLOSED RECORD, DATED 2023/03/28, WITH THE FBI UCN 425777EA8 AND NGI CONTROL NUMBER (NCN) E20230870000000338973 IS BEING PROVIDED AS THE RESULT OF CIVIL RETURN IDENT TEN-PRINT SUBMISSION.
THE TENPRINT BIOGRAPHICS AS SUBMITTED IN THE ORIGINAL TRANSACTION ARE:
NAME: BLOHME III,ARNOLD PETER DOB 1963/10/07

A CRIMINAL HISTORY REQUEST NOTIFICATION(S) WAS SENT BY THE FBI TO THE FOLLOWING ORGANIZATIONS.

NEW YORK - STATE ID
FBI - FBI/

SINCE THIS RESPONSE CONTAINS NATIONAL FINGERPRINT FILE (NFF) AND/OR III PARTICIPANT STATE(S) REGULATED DATA, THE RESPONSE MAY NOT BE COMPLETE. HOWEVER THE FBI MAINTAINED DATA FROM THE NON-RESPONDING III PARTICIPANT STATE(S) IS INCLUDED IN THE RESPONSE.

USINQD09Z
INQUIRIES SCREENING
STE A
8707 COMMERCE DR
EASTON,MD 21601

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USINQD09Z
TCN INQ000420230328083113

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH CONTAINED THE FOLLOWING DESCRIPTORS:

NAME BLOHME III,ARNOLD PETER

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		604	235	BROWN	GRAY

STATE ID	BIRTH PLACE
NULL	ILLINOIS

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	- -	NONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USINQD09Z NCN

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.
- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USINQD09Z
PART 2

NCN

- FBI IDENTIFICATION RECORD - FBI UCN-425777EA8

NAME	FBI UCN	DATE REQUESTED
BLOHME,ARNOLD PETER		2023/03/28

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		604	183	BRO	BRO

BIRTH PLACE
ILLINOIS

PATTERN CLASS
LS AU LS LS LS LS AU LS LS LS

CITIZENSHIP
UNKNOWN
UNITED STATES

RECORD UPDATED 2023/03/28

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

********** CRIMINAL HISTORY RECORD **********

********** Introduction **********

This rap sheet was produced in response to the following request:

FBI Number
State Id Number
Request Id
Purpose Code
Attention

The information in this rap sheet is subject to the following caveats:

According to our files, this individual does not appear to have History in III. However this does not preclude the possibility that the FBI does have a record. If you desire this information, please submit a request directly to the FBI.

Sentencing - Where an individual is sentenced June 1, 1981 or later on more than one charge within a docket, the sentence may be considered to be concurrent unless identified as consecutive.

********** IDENTIFICATION **********

Subject Name(s)

BLOHME, ARNOLD PETER
SHAKA, ARNOLD

Subject Description

State Id Number

Social Security Number

Sex	Race	Skin Tone
Male	White	Light
Height	Weight	Date of Birth
6'04"	183	
Hair Color	Eye Color	
Brown	Brown	

Place of Birth
Illinois
Residence
Residence as of

2537 MARATHON LN
FT LAUDERALE, FL

********** CRIMINAL HISTORY **********

========== Cycle 001 ==========

Tracking Number 8462563R
Earliest Event Date 1985-10-18 Incident Date 1985-10-18

Arrest Date 1985-10-18

Arresting Agency	NY1130200 NYSP Rhinebeck
Subject's Name	BLOHME, ARNOLD, PETER
Charge Tracking Number	8462563R
Statute	Operating Motor Vehicle Intoxicated-1st Offense (1192 SUB 03)
NCIC Offense Code	5404
State Offense Code	VTL 1192 SUB 03
Counts	1
Severity	Misdemeanor
Inchoate Charge	Completed

Court Disposition	(Cycle 001)
Court Case Number	85-11-61
Final Disposition Date	1985-11-13
Court Agency	NY013601J Poughkeepsie Town Court
Charge Tracking Number	8462563R
Statute	Operating Motor Vehicle Intoxicated-1st Offense (1192 SUB 03)
State Offense Code	VTL 1192 SUB 03
Counts	1
Severity	Misdemeanor
Inchoate Charge	Completed
Disposition	(1985-11-13; Convicted Upon Plea Of Guilty)

Sentencing	(Cycle 001)
Sentence Date	1985-11-13
Court Case Number	85-11-61
Charge Tracking Number	8462563R
Statute	Operating Motor Vehicle Intoxicated-1st Offense (1192 SUB 03)
NCIC Offense Code	5404
State Offense Code	VTL 1192 SUB 03
Counts	1
Severity	Misdemeanor
Inchoate Charge	Completed
Disposition	(1985-11-13;)
Sentence	Fine Amount: $350 License Suspended

********** INDEX OF AGENCIES **********

Agency	NYSP Rhinebeck; NY1130200;

Agency	Poughkeepsie Town Court; NY013601J;

* * * END OF RECORD * * *

1-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 03-28-2023

NICHOLAS VINCENT DIMARIO
659 MAGNOLIA CIRCLE GULF SHORES
AL 36542

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

NICHOLAS VINCENT DIMARIO

Search Completed Result **03-28-2023**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

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Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

1-787a (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 03-28-2023

ROBERT HAMILTON KABAKOFF
943 N WOLCOTT UNIT 1 CHICAGO
IL 60622

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

ROBERT HAMILTON KABAKOFF

Search Completed Result 03-28-2023

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

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Kimberly J. Del Greco
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USINQD09Z
TCN INQ000420230328082958

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME KABAKOFF,ROBERT HAMILTON

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		509	165	BROWN	BALD

STATE ID	BIRTH PLACE
NULL	TENNESSEE

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE		NE

ALIAS NAME(S)
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USINQD09Z NCN

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- FBI IDENTIFICATION RECORD -

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UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

USINQD09Z
PART 2

NCN E2023087000000338936

- FBI IDENTIFICATION RECORD - FBI UCN-743647AA3

NAME	FBI UCN	DATE REQUESTED
KABAKOFF,ROBERT HAMILTON	743647AA3	2023/03/28

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		510	136	BRO	BRO

BIRTH PLACE
UNITED STATES

PATTERN CLASS
LS LS LS LS LS LS LS LS LS LS

CITIZENSHIP
UNITED STATES

1-ARRESTED OR RECEIVED 1983/03/11 SID- AZ06410472
AGENCY-SHERIFF'S OFFICE TUCSON (AZ0100000)
AGENCY CASE-830311C025

CHARGE 1-2ND DEGREE BURGLARY
CHARGE 2-THEFT

RECORD UPDATED 2023/03/28

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CERTIFICATE OF FORMATION

OF

PLT FOOD HALL, LLC

The undersigned, acting as the organizer of a limited liability company under the Alabama Limited Liability Company law of 2014 § 10A-5-1.01 *et seq., Code of Alabama (1975), (the Act),* hereby adopts the following Certificate of Formation for PLT FOOD HALL, LLC, (the Company)

ARTICLE ONE

The name of the Company is PLT FOOD HALL, LLC

ARTICLE TWO

The Company shall continue in existence until it is dissolved in accordance with the provisions of the Limited Liability Company Agreement, or, if there is no Limited Liability Company Agreement or no provision in the Limited Liability Company Agreement governing the duration of the Company, then in accordance with the Alabama Limited Liability Company Act.

ARTICLE THREE

The Company is organized for the purpose of owning and operating a restaurant; and any other lawful act permitted of the Company under the Act.

ARTICLE FOUR

The mailing address of the initial registered office is 119 South Ann Street, Unit A, Mobile, AL, 36604, and the name of the initial registered agent of the Company at such address A. Pete Blohme, III.

ARTICLE FIVE

The names and mailing addresses of the members of the Company are:

A. Pete Blohme, III
119 South Ann Street, Unit A
Mobile, AL 36604

Nick Dimario
659 Magnolia Circle
Gulf Shores, AL 36542

Robert Kabakoff
943 N. Wolcott
Unit 1
Chicago, IL 60622

RECEIVED DATE

APR 19 2022

SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

New Entity
001-015-365 DLL
Date 4/19/2022
Time 15:19
228419 4 Pg
Mobile County

File $100.00
County $100.00

Total $200.00
04/028

ARTICLE SIX

The members of the Company may admit additional members at such times and upon such terms and conditions as may be mutually agreed by the Company and the additional members.

ARTICLE SEVEN

The legal existence and business of the Company may be continued by the written consent of the members within 90 days after an event of dissociation of a member.

ARTICLE EIGHT

The Company is to be managed by one or more managers. The name and mailing address of the initial manager, who shall serve as manager until the first annual meeting of members of the Company or until his successor is duly elected, is:

A. Pete Blohme, III
119 South Ann Street, Unit A
Mobile, AL 36604

IN WITNESS WHEREOF, this Certificate of Formation has been executed on this 12th day of April, 2022, by the undersigned.

A. PETE BLOHME, III
Managing Member, Organizer

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that A. PETE BLOHME, III, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 12th day of April, 2022.

NOTARY PUBLIC
My Commission Expires: 9-13-24

This Instrument prepared by:
NOEL J. NELSON
Attorney at Law
Post Office Box 2572
Mobile, AL 36652
(251) 433-7272

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

PLT Food Hall, LLC

This name reservation is for the exclusive use of A. Pete Blohme, III, 19 South Ann Street, Unit A, Mobile, AL 36604 for a period of one year beginning April 06, 2022 and expiring April 06, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

April 06, 2022

Date

John H. Merrill **Secretary of State**

RES014867

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-28-2022

Employer Identification Number:
88-2031525

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

PLT FOOD HALL LLC
A PETE BLOHME MBR
119 S ANN ST UNIT A
MOBILE, AL 36604

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2031525. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2022
Form 940	01/31/2023
Form 1065	03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

PLT FOOD HALL LLC
107 SAINT FRANCIS ST STE 115
MOBILE, AL 36602-3334

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011848628	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

RETURN SERVICE REQUESTED

L1500591840

PLT FOOD HALL LLC
107 SAINT FRANCIS ST STE 115
MOBILE, AL 36602-3334

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

RSA Trustmark Bldg.
107 St Francis, Mobile 36602
Suite 115

Ownership Type LLC Company Name

The above described property is ~~Owned~~ X Leased to/by PLT Food Hall LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 11th day of June 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Allison L. Rogers	Allison L. Rogers	3/17/25

Notary Stamp

ALLISON L. ROGERS NOTARY PUBLIC ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
Shaun Coulter	Arnold Peter Blohme III
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address

6/11/24 6/11/24

Application Property Ownership

My Place

Information for address:
107 107 ST FRANCIS ST

- **Parcel Information:**

Key / ID:
00735976 / R022906400002198.000
Owner:
Teachers' Retirement System of Alabama, Themobile County Board of School Commissioners & the Employees' Retirement System of Alabama
201 S Union St

Montgomery, Al 36104

Subdivision:
None

- **Jurisdiction:**
City of Mobile

- **Historic District:**
Lower Dauphin Street

- **Neighborhood Renewal District:**

- **Revenue District:**
2

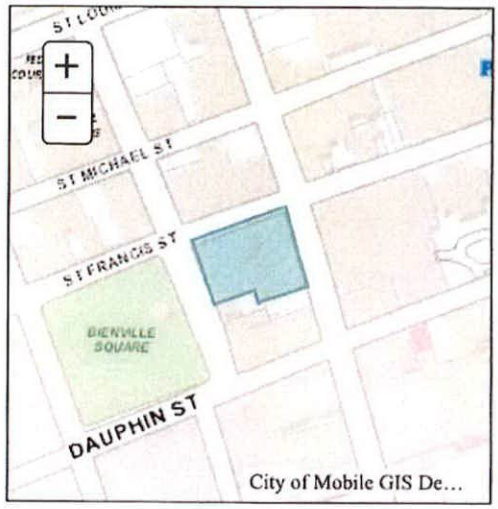
- **Township/Range/Section:**
4s1w14

- **Tract Census 2010:**
000200

- **Zipcode:**
Mobile

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1798253.626
Y: 252406.740

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Fire District:**
Fire Central Station 3

- **Garbage Pickup Day:**
Commercial Mon, Thu, Sat -Residential - Tuesday - Route Loop

- **Police Precinct / Beat:**
Precinct - 5 / Beat - 50

- **Trash Pickup Day/ Unit:**
Monday North - biweekly / Td-10

- **Community Action Group:**
N/A

Political:

- **City Council District:**
2 - William Carroll

- **County Commissioner District:** 1

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Howard

- **High School District:**
B C Rain

- **Middle School District:**
Calloway Smith

- **School Board District:** 4

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

TextMyGov

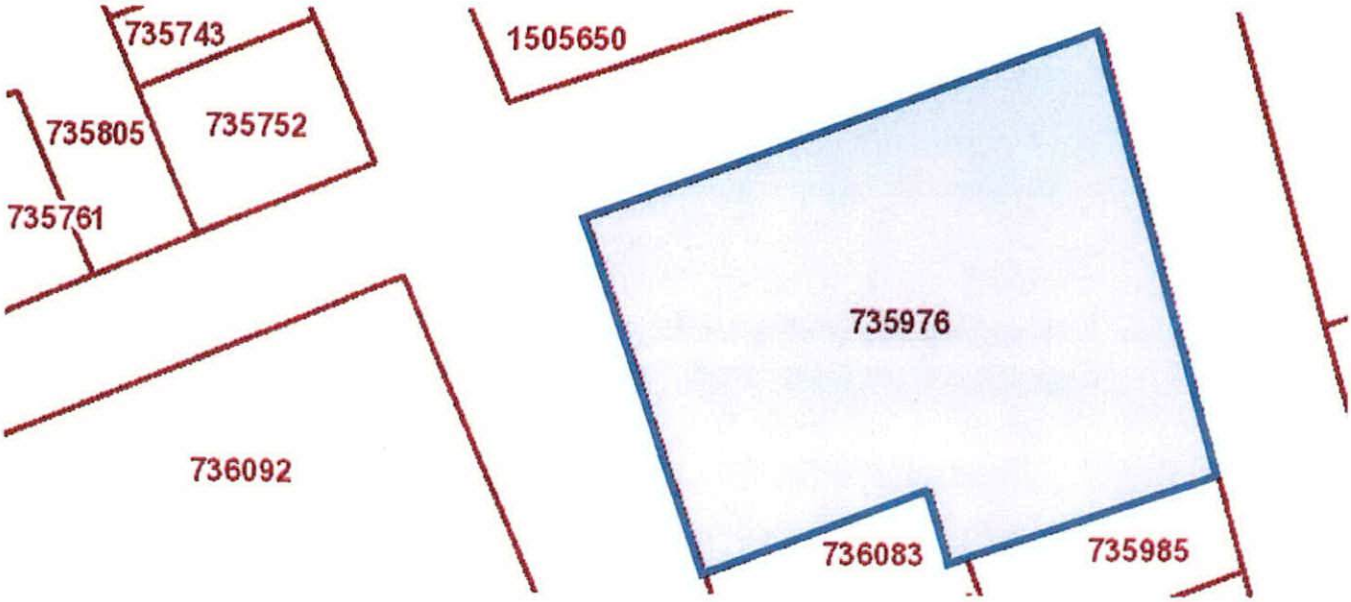
In This Section

Mapping

Mobile County Property Search

Key Number: 735976 For Year 2024

Map



Property Details

Account

Key Number:	735976
Legal Description:	BEG AT SW INT OF ST FRANCIS ST & ROYAL ST FROM SD POB RUN TH S 70 DEG 55 MIN 45 SEC W ALG S/L OF ST FRANCIS ST DIS OF 244.53 FT TO A PT WHICH PT IS SE INT OF ST FRANCIS ST & ST JOSEPH ST RUN TH S 23 DEG 19 MIN 45 SEC E ALG E/L OF ST JOSEPH ST DIS OF 159.78 FT TH N 68 DEG 43 MIN 45 SEC E DIS OF 108.78 FT TH S 19 DEG 47 MIN 45 SEC E DIS OF 32.21 FT TH N 71 DEG 30 MIN E DIS OF 116.3 FT TO A PT ON W/L OF ROYAL ST RUN TH N 16 DEG 51 MIN 30 SEC W ALG W/L OF ROYAL ST DIS OF 188.69 FT TO POB #SEC 40 T4S
Parcel Number:	2906400002198XXX
Type:	Real
Property Class:	2

Location

Address:	107 SAINT FRANCIS ST MOBIILE, AL 36602-3334

Owner

Name:	TEACHERS' RETIREMENT SYSTEM OF ALABAMA, THEMOBILE COUNTY BOARD OF SCHOOL COMMISSIONERS &

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PLT FOOD HALL LLC

Trade Name (DBA)

PLT FOOD HALL

Location Address

107 SAINT FRANCIS STREET STE 115

Application Number

2024 - 5662

Notice Post Date @ Location

06/13/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 25, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

Printed on 4/28/2022 2:30 PM
by TC9

STATE OF ALABAMA)

MOBILE COUNTY)

RETAIL LEASE AGREEMENT

1.01 – BASIC LEASE PROVISIONS

(a) Lessee, Legal Entity: PLT Food Hall, LLC, a limited liability company

(b) Lessee Address: 119 South Ann Street, Unit A, Mobile, Alabama, 36604

(c) Lessee Tax Identification Number: 88-2031525

(d) Lessor: Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and Employees' Retirement System of Alabama, an instrumentality of the State of Alabama, jointly referred to as The Retirement Systems of Alabama

(e) Lessor Address: 201 South Union Street, Montgomery, Alabama, 36104

(f) Lessor Tax Identification Number: 63-0474689

(g) Lease Date: May 11, 2022

(h) Building: RSA Trustmark Building, 107 St. Francis Street, Mobile, AL 36602

(i) Premises: A portion of the 1st floor; Suite 115

(j) Rentable Square Footage of Premises: 6,075 Square Feet

(k) Rentable Square Footage of Building: 282,642 Square Feet

(l) Lessee's Share (%): Approximately 2.150%

EXHIBITS

Exhibit A – Outline of Premises
Exhibit B – Work Letter
Exhibit C – Rules and Regulations
Exhibit D – Signage

1.02 – LEASE OF PREMISES

This Retail Lease Agreement (this "Lease") is made and entered into on the Lease Date by and between Lessor and Lessee. Lessor leases to Lessee and Lessee leases from Lessor the Premises, which Premises are outlined on Exhibit A attached hereto and located in that certain office building commonly known as the RSA Trustmark Building and located at 107 St. Francis Street in Mobile, Alabama. The final determination of the gross rentable square feet contained within the Premises shall be determined by Lessor no later than 120 days prior to the Scheduled Commencement Date (as defined below) using standards established by Building Owners and Managers Association International (BOMA) and approved by the American National Standard Institute as of June 7, 1996 (the "BOMA Standard"). "Lessee's Share" as used in this Lease shall equal the percentage determined using a fraction, the numerator of which is the gross rentable area (as determined using the BOMA standard) contained within the Premises and the denominator of which is the gross rentable area of the Building. Lessee's Share shall also be determined by Lessor no later than 120 days prior to the Scheduled Commencement Date.

1.03 – TERM

The initial term of this Lease (the "Initial Term") shall commence on the earliest of (i) the date on which Lessee, with Lessor's approval, shall take possession of the Premises for the use permitted by this Lease, or (ii) the date that is twenty-eight (28) days after the date on which Lessor's architect issues a certificate of Substantial Completion (as defined below) for the completion of the Leasehold Improvements (as defined in the Work Letter dated of even date herewith attached hereto as Exhibit B (the "Work Letter") and incorporated herein by reference), or (iii) the date that is twenty-eight (28) days after the date on which a certificate of occupancy for the Premises is issued (the "Commencement Date"), and shall extend for a period of ten (10) years from the Commencement Date.

For purposes of this Lease, "Substantial Completion" and "Substantially Complete" shall mean that the work to be performed is sufficiently complete except for normal "punch list" items that can reasonably be completed thereafter without substantial interference with Lessee's Work or the other activities to be conducted in the Premises, as reasonably determined by Lessor's architect; provided, that, the contractor performing such work and Lessor (if Lessor is responsible for such work) shall be allowed to enter the Premises at all reasonable times following Substantial Completion as necessary to complete any unfinished punch list items, and such entry shall not constitute an actual or constructive eviction of Lessee, in whole or in part, nor shall it entitle Lessee to any abatement or diminution of Rent (as defined below) or relieve Lessee from any obligation under this Lease. If Lessor is responsible for constructing all of the Leasehold Improvements as described in the Work Letter, Lessor shall use reasonable efforts to Substantially Complete its work, subject to delays due to governmental regulation, holding over or retention of possession by any tenant or occupants, unusual scarcity of or inability to obtain labor or materials, labor difficulties, acts of God, casualty or other causes beyond Lessor's reasonable control. In the event of any dispute as to whether any work in the Premises is Substantially Complete, the decision of Lessor's architect shall be final and binding on the parties.

1.03.1 – OPTION TO TERMINATE

Lessee shall have a one-time option to terminate the Lease at the end of the fifth (5th) year of the Term (the "Termination Option Date") by giving written notice (the "Notice") to Lessor at least nine (9) months prior to the Termination Option Date and payment of a termination fee as herein defined. If Lessor has not received the Notice as described herein, Lessee's option to terminate shall be null and void and the Lease shall continue until the natural termination date. The termination fee shall be equal to the unamortized portion of (i) any tenant improvement costs funded by Lessor, (ii) leasing commissions paid

by Lessor in connection with the Lease, (iii) rent abatement actually received by Lessee and (iv) any other concessions provided by Lessor to Lessee (the "Termination Fee"). Lessee's option to terminate shall be null and void and of no further force and effect if on the date that Lessor receives the Notice or on the Termination Option Date there exists an uncured default beyond any applicable grace or notice period.

1.04 – IMPROVEMENTS TO THE PREMISES

The Leasehold Improvements (as defined in the Work Letter) shall be completed as described in the Work Letter, which is attached as Exhibit B and incorporated herein by reference as a part of this Lease, and in accordance with those certain plans and specifications approved by Lessor and Lessee.

1.05 – ACCEPTANCE OF PREMISES

Promptly upon Lessor's delivery of possession of the Premises, Lessee shall notify Lessor in writing of any specific construction work that Lessor had agreed in writing to perform within the Premises and that, through no fault or request of Lessee or its agents, has been omitted. Upon receipt of such written notice Lessor shall cause such specified omitted work to be completed. Lessee's occupancy of the Premises shall constitute acceptance of the Premises by Lessee except for such omitted work and other punch list items.

1.06 – RENT

All monies payable by Lessee to Lessor under this Lease, including without limitation, Percentage Rent (as defined below) and Additional Rent (as defined below) (collectively, the "Rent") shall be deemed to be Rent and shall be payable and recoverable as Rent in the manner herein provided, and Lessor shall have all rights against Lessee for default in any such payment. Rent shall be paid to Lessor in advance, on the twentieth (20th) day of each calendar month, during the Lease Term, without abatement, deduction or set-off of any kind, it being the intention of the parties that, to the fullest extent permitted by law, Lessee's covenant to pay Rent shall be independent of all other covenants contained in this Lease, including without limitation, Lessee's continued occupancy of the Premises. Lessee shall pay Rent when due, in legal tender of the United States of America, at the address of Lessor as set forth herein, or to such other person or entity or to such other address as Lessor may designate in writing. Lessee's obligation to pay all Rent due under this Lease shall survive the expiration or earlier termination of this Lease. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the Rent for such partial month shall be prorated based on a 365-day year.

1.06.1 – PERCENTAGE RENT

Lessor agrees to abate Percentage Rent, as herein defined, for the first three (3) months of the Term (the "Abatement Period"). During the nine (9) subsequent months following the Abatement Period, (the "Fixed Rent Period"), Lessee agrees to pay to Lessor the sum of two thousand five hundred dollars and zero cents ($2,500.00) per month (the "Fixed Rent Amount"). Beginning at the expiration of the Fixed Rent Period and continuing until the end of the second (2nd) year of the Term, Lessee agrees to pay to Lessor the greater of (i) the Fixed Rent Amount or (ii) percentage rent of four percent (4%) of Lessee's annual Net Sales, as further described henceforth. Beginning the third (3rd) year of the Lease and continuing until the natural termination of the Term, Lessee agrees to pay to Lessor the greater of (i) the Fixed Rent Amount or (ii) percentage rent of five percent (5%) of Lessee's annual Net Sales ("Percentage Rent") in twelve (12) monthly installments no later than the twentieth (20th) day of each month Percentage Rent for the immediately preceding month, as well as a written accounting of the Net Sales (as herein defined). In consideration of the use of the Premises and the mutual covenants, terms and provisions

contained in this Lease, Lessor shall be entitled to receive from Lessee Percentage Rent in the amounts herein described during each year of the Term. Lessor and Lessee acknowledge that, throughout the Term, on each annual anniversary of the Commencement Date of the Initial Term, Lessee's annual Net Sales at the Premises shall reset to zero (0). For purposes hereof, "Net Sales" shall be defined as total gross sales on the food sold by Lessee minus (a) refunds to customers (but only to the extent included in gross sales); (b) returns of merchandise; (c) discounted sales to employees and the amount of discount to customers due to promotions; (d) sales to charitable organizations at minimal profit; (e) delivery charges; (f) coupons redeemed as cash; (g) sales, use, excise, retailer's, occupation or similar taxes imposed in a specific amount, or percentage upon, or determined by, the amount of sales; (h) gift certificates or gift cards until redeemed; and (i) a prior inclusion of the same transaction. The parties understand and agree that Lessee shall not owe Lessor any amounts pursuant to this Section 1.06.1 during the build-out of the Premises and not until the commencement of the Initial Term. Notwithstanding the foregoing, the parties acknowledge and agree that no License Fee shall be owed from Lessee to Lessor in connection with giveaway items, including without limitation giveaway menu items. The parties mutually agree that the Percentage Rent due to Lessor shall never exceed seventy-five thousand dollars and zero cents ($75,000.00) in any given month during the Lease Term.

1.06.2 – INTEREST RATE ON DELINQUENCIES

Any installment of the Rent, including without limitation, Percentage Rent and all other amounts due from Lessee under this Lease in addition to Additional Rent ("Additional Rent"), not paid within ten (10) days of the date when due shall be subject to a late charge equal to the greater of (i) five percent (5%) of such installment or (ii) one hundred dollars ($100.00), and shall bear interest from the date due until paid at the greater of (i) the rate equal to fifteen percent (15%) per annum or (ii) the rate equal to two percent (2%) above the interest rate per annum published or announced from time to time by Bank of America, N.A. and its successors or assigns as their prime rate or base rate of interest (but in no event greater than the highest non-usurious rate permitted under the laws of the State of Alabama) and such interest shall constitute Additional Rent hereunder due and payable with the installment of the Base Rent next due. These provisions for interest to be paid and late charges shall be in addition to Lessor's other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

2.01 – Intentionally omitted

2.02 – OPERATING COSTS

Operating Costs shall be included in Percentage Rental rates as described herein. Operating Costs include but are not limited to all expenses paid or incurred by Lessor for heating, cooling, electricity, water, gas, sewers, telephone charges not chargeable to lessees and similar utility services; the cost of supplies; window washing; insurance; the cost of compliance with any governmental rules, regulations, requirements or orders; cost of services of independent contractors; the cost of compensation (including employment taxes and fringe benefits) of all persons who perform duties in connection with such Operating Costs and any other expense or charge except Real Property Taxes and assessments which, in accordance with generally accepted accounting and management principles, would be considered an expense of maintaining, operating, and repairing the Building.

Operating Costs shall not include any expenses paid by any lessee directly to the third parties, or as to which Lessor is otherwise reimbursed by any third party or by any insurance proceeds. Lessor may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies, which insure other properties as well as the Building, and said allocated amounts shall be deemed to be operating

expenses. In the event that during all or any portion of any calendar year the Building is not fully rented and occupied, Lessor may elect to make an appropriate adjustment in operating expenses for such year, using sound accounting and management principles, to determine the total operating expenses that would have been paid or incurred by Lessor had the Building been fully rented and occupied. The amount so determined shall be deemed to have been Operating Costs for such year.

2.03 – DELIVERIES OF MERCHANDISE; REMOVAL OF REFUSE

Lessee agrees that all merchandise, supplies, etc. delivered or removed from the Premises shall be delivered or removed only through the loading dock. Lessee shall be responsible for the removal of its own refuse, which shall also be removed through the loading dock to the trash compactor. If there is more than one entrance to the Premises one of which shall be an entrance from the street (as opposed to an entrance from the lobby or other portion of the Building), then Lessee shall not use such street entrance for delivery or removal of any such merchandise, supplies, etc., as well as removal of refuse. Lessee shall at no time leave any merchandise, supplies, or refuse in the hallway or other common portions of the Building. Lessee covenants that all refuse, garbage, and rubbish shall be kept in proper containers securely covered within Lessee's Premises until removal. Lessee shall remove daily all refuse, garbage and rubbish within the Premises so that no refuse, garbage or rubbish is left in Lessee's Premises overnight. Lessee further covenants that under no circumstances shall any refuse and/or garbage containers be permitted to remain on the loading dock of the Building.

2.04 – JANITORIAL SERVICES

Lessee shall provide, at its sole cost, all janitorial and cleaning services reasonably necessary or appropriate in order to maintain and keep the Premises (including, without limitation, floors, rugs, carpets, floor coverings, interior fixtures, improvements, decorations, walls, and interior surfaces of windows and doors) and the store fronts forming the exterior of the Premises clean and in a first class appearance at all times. Lessee acknowledges that the appearance of the Premises, including but not limited to the storefronts thereof, is an essential element of the appearance of the Building. In the event that Lessee fails at any time to perform its obligations hereunder, Lessor shall have the right, but not the duty, to perform any necessary or appropriate janitorial and cleaning services after notifying Lessee of said failure to maintain the Premises, and Lessee shall reimburse Lessor for the costs of such services, plus fifteen percent (15%) thereof for costs of supervision and overhead entailed in Lessor's arrangement of such services, upon demand, as Additional Rent under the Lease.

3.01 – USE

The Premises shall be used as retail space and for no other purpose without the prior written consent of Lessor. Lessee shall not use the Premises in any manner inconsistent with the maintenance of the Building as a first-class office building in the quality of its upkeep, use and occupancy, or in any manner that would necessitate any alteration or addition to the Building. Lessee shall not do or permit to be done in or about the Premises, nor bring or keep or permit to be brought or kept therein anything (i) that is prohibited by or will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted, (ii) that would constitute a breach of Lessor's written agreements relating to the Building or any other building located on the land on which the Building is situated, including without limitation, any franchise agreements or management agreements, or (iii) that would vitiate Lessor's insurance or increase the rate of Lessor's insurance on the Building. In amplification of Lessee's obligations under this Lease, Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, actions, causes of action, losses (including without limitation, loss of rents resulting from the termination by another tenant of the Building of its lease), damages, costs, and expenses, including

without limitation, court costs and attorney's fees, arising from or related to, wholly or in part, Lessee's violation of this Section. Lessee shall not use or allow anyone in the Premises to use electronics or communication devices that interfere with the use of electronics or communication devices by Lessor or other tenants in the Building. Upon receipt of notice from Lessor of any such interference emanating from the Premises, Lessee shall immediately cause the use of such interfering device to cease or to cause such device to be shielded in a manner that eliminates such interference.

3.01.1 – USES NOT PERMITTED

Lessee shall not use or permit the use of the Premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions, and conditions of this Lease or for any unlawful manner or in violation of the certificate of occupancy for the Premises or the Building, and Lessee shall not permit the Premises or any part thereof to be used in any manner or anything to be done, brought into or kept therein which in Lessor's good faith judgment shall impair or interfere with (i) the character, reputation or appearance of the Building as a first class, mixed-use, office/retail complex; (ii) any of the Building services or the proper and economic heating, cleaning, air conditioning, or other servicing of the Building or the Premises; or (iii) the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the other Lessees or occupants of the Building. Lessee at its sole cost and expense, shall obtain and maintain all necessary licenses and permits for the operation of its business in the Premises (including, without limitation, any restaurant, liquor license, or assembly permit) and shall at all times fully comply with their terms and provisions, but nothing contained herein shall make the issuance of any such permit or license a precondition to the effectiveness of this Lease.

3.02 – UTILITIES AND OTHER SERVICES

Lessor shall furnish building standard amounts of water and electric current for HVAC, lighting, power and elevator services to the extent that they are available to the Building from the appropriate utility companies. Lessee shall have the use of a building standard amount of outlets and fixtures in the Premises. Lessor shall exercise all reasonable efforts to maintain continuity of and keep in good repair the above services; however, Lessor shall in no event be liable in damages for stoppage or interruption of such services or damage for any injury to any person or property arising out of any defect in any apparatus providing such services. In the event that Lessee requires an above-standard consumption of electricity, Lessor has the right to charge additionally at the rate equal to one hundred six percent (106%) of the cost of said usage. Further, Lessor, at Lessor's sole discretion, may install sub-metering equipment at Lessee's expense in order to measure the aforementioned above-standard electrical consumption. Lessee will be provided access to the Premises, their tenant floor, assigned parking areas, and appropriate Building common areas adjacent to the leased space 24 hours a day 7 days a week, 365 days a year through integration of Building Automation & Security Systems. Lessor shall only be required to maintain and operate the HVAC systems for all parts of the Premises between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and 8:00 a.m. and 2:00 p.m. on Saturday, or as such hours may be extended by Lessor from time to time (excluding all federal holidays; including but not limited to New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day). The parties will work together and come to a mutual agreement regarding operation of the HVAC system outside of normal building hours such that it fits Lessee's business hours.

3.03 – BUILDING REGULATIONS

Lessee shall obey all rules and regulations of the Building as imposed by Lessor, the current version of which are set forth in Exhibit C and incorporated herein by reference as a part of this Lease. The rules and regulations are in addition to and shall not be construed to modify or amend this Lease in any way.

Lessor shall have the right to make changes or additions to such rules and regulations provided such changes or additions, except those affecting the safety and operation of the Building or the Premises, which do not unreasonably affect Lessee's use of the Premises. Lessor shall not be liable for failure of any tenant to obey such rules and regulations. Failure by Lessor to enforce any current or subsequent rules or regulations against any tenant of the Building shall not constitute a waiver thereof.

3.04 – QUIET ENJOYMENT

Lessor agrees that subject to the terms, covenants, and provisions of this Lease, Lessee may upon observing and complying with all terms, covenants, and provisions of this Lease, peaceably and quietly occupy the Premises.

3.05 – PARKING

Lessor shall make available to Lessee an adequate number of parking access cards to accommodate Lessee's employees (the "Allowance") with access to the Royal Street Parking Deck throughout the Lease Term, on a self-parking basis first-come-first-served basis or on such other basis as may then be in effect as determined by Lessor or the operator of the parking facility during hours of normal business operation, at an initial cost to Lessee of fifteen dollars and zero cents ($16.00) per month per parking card (the "Parking Card Fee"), which Parking Card Fee may be increased or decreased by Lessor in its commercially reasonable discretion. In addition, Lessor shall provide parking spaces in the Trustmark Parking Deck at no charge for up to four (4) of Lessee's managers' use.

Lessor shall not furnish space specifically designated for the use of Lessee in connection with such parking privileges and makes no warranty as to the number of parking spaces that will be available for Lessee's use. Lessee shall comply with all rules and regulations established by Lessor or the operator of the parking facility. Cards with building-only access can be provided, as requested, at a one-time cost to Lessee of twenty-eight dollars and zero cents ($28.00) for each card issued, which may be increased or decreased by Lessor in its commercially reasonable discretion.

3.05.1 – PARKING RULES AND REGULATIONS

Use of the parking facility shall be subject to such rules and regulations as may be promulgated periodically by Lessor in its sole discretion. Lessee shall provide to Lessor the license number of automobiles to be parked in the parking facility pursuant to the rights granted hereunder. Lessor may provide parking stickers to Lessee to identify automobiles parked in such parking facility. In such event, any automobiles parked in areas reserved for tenants in the Building which are not properly identified as automobiles belonging to Lessee, or employees or agents thereof, may be removed by Lessor without notice to Lessee. Lessee shall reimburse Lessor for the cost of any such removal within ten (10) days of Lessor's delivery of a written invoice for the cost of such removal. In the event of any repeated violations of the rules and regulations promulgated by Lessor with respect to the parking facility, Lessor shall have the right to revoke Lessee's parking privileges granted hereunder without terminating this Lease. Any such revocation shall be evidenced by delivery of written notice to Lessee.

3.05.2 – LESSOR'S INABILITY TO PROVIDE PARKING

If for any reason Lessor fails or is unable to provide parking space to Lessee or Lessee is not permitted to utilize parking space in the parking facility for any or all of the vehicles for which Lessee is renting space at any time during the Lease Term, such failure or inability shall not be deemed to be a Default by Lessor or entitle Lessee to any remedies.

3.05.3 – LESSOR'S RIGHTS

Lessor shall have the right to erect barriers to the parking facility that can be passed or removed by use of a card or other identification system. Lessor shall have the right to promulgate rules and regulations pertaining to any such system as may be installed. During the Lease Term, Lessor shall have the right to designate and to relocate visitor parking areas, handicapped persons' parking areas and other restricted parking areas periodically, all at Lessor's sole discretion.

3.06 – LIABILITY FOR PERSONAL PROPERTY AND UNAUTHORIZED ACTIVITY

Any personal property maintained on the Premises will be at the sole risk of Lessee and its employees, and Lessor shall not be liable for any act or default not authorized expressly by Lessor, including without limitation, the criminal acts of employees or contractors of Lessor.

3.07 – ENVIRONMENTAL MATTERS

Lessee and Lessor shall each comply with all Environmental Laws (as such term is defined below) concerning the proper storage, handling and disposal of any Hazardous Material (as such term is defined below) with respect to the Building. Lessee shall not generate, store, handle or dispose of any Hazardous Material in, on, or about the Building without the prior written consent of Lessor. In the event that Lessee is notified of any investigation or violation of any Environmental Law arising from Lessee's activities at the Premises, Lessee shall immediately deliver to Lessor a copy of such notice. In such event or in the event Lessor reasonably believes that a violation of Environmental Law exists, Lessor may conduct such tests and studies relating to compliance by Lessee with Environmental Laws or the alleged presence of Hazardous Materials upon the Premises as Lessor deems desirable, all of which shall be completed at Lessee's expense. Lessor's inspection and testing rights are for Lessor's own protection only, and Lessor has not, and shall not be deemed to have assumed any responsibility to Lessee or any other party for compliance with Environmental Laws, as a result of the exercise, or non-exercise of such rights. Lessee shall indemnify, defend, protect and hold harmless the Lessor and its directors, officers, agents and employees from any and all loss, claim, expense, liability and cost (including attorneys' fees) arising out of or in any way related to the presence of any Hazardous Material introduced to the Premises during the Lease Term by any party other than Lessor. For purposes of this Lease, the term "Environmental Laws" shall mean any law governing the use, storage, disposal or generation of any Hazardous Material, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended and the Resource Conservation and Recovery Act of 1976, as amended. For purposes of this Lease, the term "Hazardous Material" shall mean such substances, material and wastes which are or become regulated under any Environmental Law; or which are classified as hazardous or toxic under any Environmental Law; and explosives and firearms, radioactive material, asbestos, and polychlorinated biphenyls.

4.01 – ASSIGNMENT – SUBLET

Lessee shall not assign or mortgage this Lease or sublet all or any portion of the Premises without Lessor's prior written consent in each instance, which consent may be withheld by Lessor in its sole and absolute discretion. Any request for Lessor's written consent shall be accompanied by a copy of the proposed assignment or sublease, which must be in a form acceptable to Lessor. No assignment or subletting, if consented to by Lessor, shall relieve Lessee of its liability under this Lease. Lessee shall pay to Lessor, in consideration for Lessor's written consent to the assignment or sublease, all rent and other consideration received by Lessee from any such assignee or subtenant that is in excess of the rental obligation required under the terms of this Lease for the Premises or a portion thereof for which the consent

of Lessor is requested. This payment shall be paid to Lessor when received by Lessee, whether such payment is received on the effective date of the assignment or sublease or over the term of the assignment or sublease. Consent by Lessor to any assignment or sublease shall not operate as a waiver of the necessity for Lessee to obtain the prior written consent of Lessor to any subsequent assignment or sublease and the terms of any such consent shall be binding upon the assignee or subtenant. Lessee shall not mortgage or encumber its interests under this Lease. Any transfer of this Lease by merger, consolidation, or liquidation or any change in ownership of or power to vote the majority of outstanding voting stock or membership interests of Lessee or, if Lessee is a partnership, any withdrawal, replacement, or substitution of any partner or partners, either general or limited, whether as the result of a single or series of transactions, shall constitute an assignment for purposes of this Section.

4.02 – RECAPTURE OF PREMISES

For a period of thirty (30) days after Lessee has given written notice to Lessor requesting consent to an assignment of this Lease or a sublease of all or a portion of the Premises, which notice shall identify the proposed assignee or subtenant and specify the terms of the proposed assignment or sublease, Lessor shall have the right, exercisable by Lessor by giving written notice ("Lessor's Termination Notice") to Lessee, to terminate this Lease as to that portion of the Premises that Lessee proposes to assign or sublease effective sixty (60) days following the date of Lessor's Termination Notice to Lessee. If Lessor elects to terminate this Lease as to such portion of the Premises, Lessee shall, within thirty (30) days following receipt of Lessor's Termination Notice, vacate and deliver to Lessor possession of that portion of the Premises subject to Lessor's Termination Notice.

Upon termination by Lessor of this Lease with respect to any portion of the Premises, Lessor may, at Lessor's option, enter into a new lease covering such portion of the Premises to be vacated by Lessee with the intended assignee, subtenant or others on such terms as Lessor and the other party may agree. In such event, Lessee shall not be entitled to any portion of the profit, if any, which Lessor may realize on account of such termination and relatting. From and after the date of such termination of this Lease, Lessee shall have no further obligation to Lessor with respect to the portion of the Premises subjected to such termination, exceptfor matters occurring or obligations arising prior to the effective date of such termination. If Lessor elects not to terminate this Lease within the time herein specified and if Lessor consents to Lessee's request to assign or sublease, Lessee shall, within sixty (60) days following notification of Lessor's consent, in a form acceptable to Lessor, assign or sublease to the named assignee or subtenant on the terms specified in Lessee's notice to Lessor. In the event Lessee fails to execute and deliver such assignment or sublease within sixty (60) days from the date of Lessee's request, then Lessee shall again comply with all the provisions and conditions of this Section before assigning this Lease or subleasing all or any portion of the Premises.

5.01 – LESSOR'S RIGHT TO MAINTAIN OR REPAIR

Lessee will keep and maintain the space aesthetically in line with a Class A facility. Anything Lessor finds not to be in conformity must be removed or corrected, as directed by Lessor, by Lessee, immediately after being so informed by Lessor. If within thirty (30) days following written notice by Lessor, Lessee fails or refuses to perform any maintenance or repair to the Premises required of Lessee by virtue of the provisions of this Lease, or to repair or replace any damage to the Premises or the Building caused by Lessee, its agents, employees, or invitees, or in the event of emergency maintenance or repairs, upon such written notice as is reasonable or available under the circumstances, Lessor may, in its sole discretion, cause all required maintenance, repairs, or replacements to be made. Lessee shall pay Lessor, within ten (10) days following Lessor's delivery to Lessee of written invoice therefore, all costs incurred (plus an administrative fee of fifteen percent (15%) of such costs), plus interest on such amount at the rate equal to

eight percent (8%) per annum from the date such expense is incurred until repaid. All amounts so owed shall be deemed Additional Rent due from Lessee hereunder and failure to pay same when due shall entitle Lessor to exercise all rights and remedies provided by this Lease, at law and equity for nonpayment of Rent.

5.02 – LESSOR'S RIGHT OF ENTRY

Lessor and its agents and employees shall have the right to enter the Premises at reasonable hours (and, except in cases of emergency, upon reasonable advance notice to Lessee, which notice, notwithstanding any other provision of this Lease, may be given orally) to make inspections, or to make alterations or repairs to the Building or the Premises. Lessee shall be entitled at its own option to have an agent present during any such entry. In the event of an emergency or in order to comply with all laws, orders, ordinances and requirements of any governmental unit or authority (whose compliance is the responsibility of Lessor), Lessor and its agents and employees shall have the right of entry at any time and may perform any acts related to safety, protection, preservation or improvement of the Building or the Premises or required by such governmental unit or authority. Except for repairs made in the case of casualty damage not caused by Lessee, its agents, employees or invitees, Lessee shall not be entitled to any abatement or reduction of Rent because of work performed within the Building or the Premises by Lessor; provided, that, such work is performed in a manner so as to minimize interference with the conduct of Lessee's business within the Premises. Lessor shall have the right at all reasonable times to enter the Premises to show the same to prospective tenants or purchasers. Lessor shall also have the right to display "For Rent" signs on the Building or the Premises and to advertise the same for lease.

5.02.1 – MAINTENANCE BY LESSOR

Lessor will maintain and make necessary repairs of damage to the Building corridors, lobbies, common areas, and structural members and to equipment used to provide those services which Lessor agrees to furnish. All costs incurred by Lessor in performing such maintenance and repairs shall be included in operating costs. If such damage is caused by acts or omissions of Lessee, its agents, employees, customers, or invitees, Lessee shall pay the entire cost of the repair of such damage. Lessee shall promptly give Lessor written notice of any damage caused by Lessee, its agents, employees, customers, licensees, or invitees. Lessee shall further provide Lessor immediate notice of any defective condition in or about the Premises known to Lessee. Lessee's failure to provide such notice shall make Lessee liable to Lessor for any expense or damage suffered by Lessor resulting from such defective condition. Lessor shall not be liable for, or by reason of, any injury to or interference with Lessee's business arising from the performance of any maintenance or the making of any repairs performed by Lessor, its agents, or employees.

5.03 – ALTERATIONS BY LESSEE

Lessee shall not make any alterations, additions or improvements in or to the Premises without the prior written consent and approval by Lessor of plans therefor and the contractors performing such work. All alterations, additions, and improvements made by Lessor or Lessee in and to the Premises (except furniture and equipment not attached to the Building or the Premises or any part thereof) and all carpet and draperies installed upon the Premises by Lessor or Lessee shall be the property of Lessor and shall remain upon and be surrendered with the Premises upon the expiration or termination of this Lease. As a condition to Lessor's consent to any proposed alterations, Lessor reserves the right in its sole discretion to require the delivery of engineer certificates, permits and licenses, certificates of insurance, performance bonds or letters of credit and/or a construction fee, as it deems appropriate. Upon completion of such alterations, Lessee shall deliver contractor's affidavits and full and final waivers of lien and receipted bills covering all

labor and materials expended and used in connection with the alterations. All of Lessee's alterations are to be completed in a good and workmanlike manner, with grades of materials commensurate with those used throughout the Building and in accordance with all applicable laws and ordinances. If any lien of any mechanic, laborer or supplier or any other lien holder is filed against the Building, the Premises or any other part of the real property upon which the Building is located, arising out of Lessee's alterations, then within ten (10) days, Lessee shall have such lien released of record or deliver to Lessor a bond in a form, content, amount, and issued by a surety satisfactory to Lessor in its sole discretion.

5.03.1 – FIXTURES AND EQUIPMENT

At or before the termination or expiration of this Lease, Lessee shall remove from the Premises its movable personal property, trade fixtures and Lessee's additions that Lessor agreed were removable upon termination at the time of their installation by Lessee; provided, however, that Lessee shall at its own expense repair any damage or injury to the Premises resulting from such removal. All fixtures and other improvements, additions, installations or decorations shall remain the property of Lessor and be surrendered with the Premises upon expiration or termination of this Lease.

Lessee shall at the expiration of the Lease Term surrender possession of the Premises to Lessor in good repair, broom clean condition, reasonable wear and tear excepted.

Lessee shall cover the preventive maintenance of the equipment purchased and installed as part of the Leasehold Improvements under its contracts with vendors. Equipment includes, but is not limited to, walk-in coolers, grease traps, range hoods, and fire extinguishers. Lessee shall provide copies of inspection reports to Lessor within ten (10) days of inspection. Lessor shall bear the sole cost and expense to repair and/or replace the equipment provided Lessee has properly maintained the equipment as required.

Lessee will always operate range hoods when the kitchen is in use to prevent kitchen odors from permeating other tenants' areas. Lessee shall bear the sole cost and expense for cleaning of the range hood system.

5.04 – ALTERATIONS BY LESSOR

Lessor may make repairs, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises or the Building. Lessor may also make changes, alterations, or additions to any part of the Building not forming part of the Premises.

5.04.1 – ALTERATIONS BY LESSOR – COMMON AREAS

Lessor reserves the right in its sole discretion to redesign, redecorate, change, rearrange, alter, reconstruct, relocate, modify, expand, reduce, or supplement any and all of the facilities designed for the common use and convenience of all tenants of the Building, including without limitation, parking areas, driveways and other common areas, so long as access to the Premises is not materially affected thereby. Further, and not in limitation of the foregoing, Lessor shall have the right to erect additional structures on the land on which the Building is located or to add to or otherwise modify buildings now or hereafter existing on such land. In connection with any such activity and construction, Lessor may erect temporary scaffolds and other aids to construction on the exterior of the Premises; provided, that, access to the Premises shall not be denied to Lessee and that there shall be no unreasonable encroachment upon the interior of the Premises. Lessor shall have the right to close the common areas or any portion thereof (including without limitation, all roadways, driveways, access ways, sidewalks, parking areas and facilities now or hereafter located on the land on which the Building is located) at such times and in such manner as is necessary or appropriate in Lessor's sole opinion, to prevent their dedication as public rights-of-way or streets, and to do and perform such other acts in, to, and with respect to, the common areas as, at the time in question are in

accordance with good and generally accepted standards of operation of Class A office towers in Mobile, Alabama.

6.01 – INSURANCE BY LESSOR

Lessor shall maintain insurance against such perils and in such amounts as Lessor may from time to time determine are consistent with coverage which is now, or may in the future be, considered prudent for similar income producing property situated in the same general geographic area as the Building or which any mortgagee or creditor of Lessor requires Lessor to carry. The named insured on all policies of insurance maintained by Lessor shall be Lessor and, if required, any mortgagee or creditor of Lessor.

6.02 – INSURANCE BY LESSEE

During the Lease Term, Lessee shall fully and completely insure all of its property, owned or leased, including without limitation, improvements and betterments, in the Premises against damage by fire, extended coverage, vandalism, water damage, and sprinkler leakage in an amount selected by Lessee which shall, in any event, be adequate to satisfy any co-insurance requirements of the policies providing such insurance. In addition, Lessee shall also maintain with respect to the Premises, comprehensive public liability insurance, with minimum limits of $2,000,000.00 for injury or death to any one person and $2,000,000.00 for injury or death to more than one person for any one accident or other occurrence, and $2,000,000.00 with respect to property damage.

Lessee shall maintain the insurance coverage required herein with a company or companies acceptable to Lessor and qualified to do business in the jurisdiction in which the Premises are located. The comprehensive public liability insurance shall name Lessor as an additional insured. Lessee shall deliver certificates of insurance indicating the above-specified coverage to Lessor upon the commencement of the Lease Term, and continuing evidence of such coverage annually. If such insurance is carried under a blanket policy, Lessee agrees to deliver to Lessor a proper certificate of such insurance, signed by the insurer. Such insurance policy or policies shall be in a form reasonably satisfactory to Lessor and shall provide that it (they) cannot be canceled without at least thirty (30) days prior written notice to Lessor.

6.03 – INDEMNITY

Lessee shall indemnify and hold harmless Lessor from all loss, claim, demand, damage, liability, or expense, including without limitation, attorneys' fees, resulting from (a) Lessee's use and occupancy of the Premises and (b) any injury to or death of any person or any loss of or damage to any property caused by or resulting from any act, omission or negligence of Lessee or any officer, employee, agent, contractor, licensee, guest, invitee or visitor of Lessee in or about the Premises or the Building. Lessor shall not be liable for any loss or damage to person, property or Lessee's business sustained by Lessee, or other persons, which may be caused by the Building or the Premises, or any appurtenances thereto, being out of repair or by the bursting or leakage of any water, gas, sewer, or steam pipe, or by theft, or by any act of neglect of any tenant or occupant of the Building or of any other person, or by any other cause whatsoever, unless caused by the gross negligence of Lessor.

6.04 – DESTRUCTION

If any fire or other casualty (whether insured or uninsured) renders all or a substantial portion of the Premises or the Building untenantable, Lessor shall, with reasonable promptness after the occurrence of such damage, estimate the length of time that will be required to Substantially Complete the repair and restoration and shall by written notice advise Lessee of such estimate ("Lessor's Estimate Notice"). If Lessor estimates that the amount of time required to Substantially Complete such repair and restoration

will exceed two hundred seventy (270) days from the date such damage occurred, then Lessor, or Lessee, if all or a substantial portion of the Premises is rendered untenantable, shall have the right to terminate this Lease effective immediately upon giving written notice to the other at any time within twenty (20) days after delivery of Lessor's Estimate Notice; provided, that, if Lessor so chooses, Lessor's Estimate Notice may also include and constitute such notice of termination.

Unless this Lease is terminated as provided in the preceding subparagraph, Lessor shall proceed with reasonable promptness to repair and restore the Premises to its condition as existed prior to such casualty, subject to reasonable delays for insurance adjustments and force majeure delays, and also subject to zoning laws and building codes then in effect. Lessor shall have no liability to Lessee, and Lessee shall not be entitled to terminate this Lease if such repairs and restoration are not in fact completed within the time period estimated by Lessor so long as Lessor shall proceed with reasonable diligence to complete such repairs and restoration.

If the Premises or the Building is damaged by a casualty but neither is rendered substantially untenantable, then Lessor shall proceed to repair and restore the Building or the Premises, with reasonable promptness.

Lessee acknowledges that Lessor shall be entitled to the full proceeds of any insurance coverage, whether carried by Lessor or Lessee, for damages to the Premises, except for those proceeds of Lessee's insurance for its own personal property and equipment which would be removable by Lessee upon termination. All such insurance proceeds shall be payable to Lessor whether or not the Premises are to be repaired and restored.

Notwithstanding anything to the contrary herein set forth: (i) Lessor shall have no duty pursuant to this Section to repair or restore any portion of any Leasehold improvements or other Lessee improvements or additions or to expend for any repair or restoration of the Premises or the Building amounts in excess of insurance proceeds paid to Lessor and available for repair or restoration; (ii) Lessee shall not have the right to terminate this Lease pursuant to this Section if any damage or destruction was caused by the act or neglect of Lessee, its agent or employees; and (iii) if the Premises or the Building is damaged so as to substantially impair Lessee's use thereof and such damage occurs during the last six (6) months of the Lease Term, either Lessee or Lessor shall have the right to terminate this Lease effective immediately upon written notice thereof to the other within twenty (20) days after the date of such casualty.

6.04.1 – RENT ABATEMENT

Except for the negligence or willful act of Lessee or its agents, employees, contractors or invitees, if all or any part of the Premises are rendered untenantable by fire or other casualty and this Lease is not terminated, Percentage Rent shall abate for that portion of the Premises that is untenantable on a per diem basis from the date of the casualty until and to the extent that Lessee is no longer so prevented from using such portion of the Premises as a result of such casualty.

7.01 – LESSEE SIGNS

Lessee shall be provided, at Lessor's expense, with building standard signage in the lobby and at Lessee's entrance to the Premises and, at Lessee's expense, mutually agreed upon street signage, as described in Exhibit D attached hereto, and in accordance with local codes and covenants and subject to the approval of local authority having jurisdiction. Lessee shall be obligated to furnish all other signage for the Premises, at Lessee's own expense, subject to the prior written approval of Lessor of such signage in its sole and absolute discretion. Lessee shall not permit, allow or cause to be erected, installed, painted, or displayed on, in or at said Premises or any part thereof any interior or exterior signs, lettering, placard, announcement, decoration or advertising without the prior written approval of Lessor in its sole and absolute discretion

8.01 – EVENTS OF DEFAULT

8.02 – REMEDIES IN EVENT OF DEFAULT

Upon the occurrence of Default, Lessor shall have the option to do any one or more of the following without any notice or demand:

8.02.1 – TERMINATION OF LEASE

The occurrence of any one of the following events shall constitute a default ("Default") under this Lease by Lessee:

(a) Failure of Lessee to make any payment of Rent or other required payment when due if such failure continues for a period of three (3) days after the date when due.

(b) Failure of Lessee to take possession of the Premises within ten (10) days following the Commencement Date.

(c) Vacating or abandonment of all or a substantial portion of the Premises by Lessee.

(d) Failure of Lessee to reimburse Lessor for the cost of the Leasehold Improvements in excess of Lessor's Contribution (as defined in the Work Letter) on or before the deadlines setforth in this Lease for such reimbursement.

(e) Failure of Lessee to comply with any provision of this Lease other than the events set forth in subsections 8.01 (a), (b), (c) and (d) above, with such failure continuing for twenty (20) days after sending of written notice by Lessor to Lessee specifying the nature of non-compliance by Lessee with reasonable particularity; provided, however, if the nature of Lessee's default is such that more than twenty (20) days are reasonably required for its cure, Lessee shall not be in default if Lessee immediately commences or has commenced such cure and thereafter diligently proceeds to cure such default to completion within sixty (60) days.

(f) The making of an assignment or general arrangement for the benefit of creditors by Lessee or any guarantor of Lessee's obligations under this Lease.

(g) The filing by Lessee or any guarantor of Lessee's obligations under this Lease of a petition under any section or chapter of the present Federal Bankruptcy Code (or foreign equivalent) or amendment thereto or under any similar law or statute of the United States (or foreign country) or any state (or province) thereof, or the failure to obtain the dismissal, within thirty (30) days after the filing, of an involuntary petition of bankruptcy or insolvency against Lessee or guarantor of Lessee's obligations under this Lease.

(h) The appointment of a receiver or trustee for all or substantially all the assets of Lessee or any guarantor of Lessee's obligations under this Lease.

(i) The attachment, execution or other judicial seizure of any of Lessee's assets located in the Premises or of Lessee's interest in this Lease and such attachment, execution or other judicial seizure is not discharged within thirty (30) days.

(j) The taking by Lessee or any guarantor of Lessee's obligations under this Lease of steps to dissolve or liquidate its business or the death of any individual Lessee or guarantor of Lessee's obligations under this Lease.

(k) If Lessee fails more than twice within any twelve (12) month period to observe or perform any covenant, condition, or agreement of this Lease (including without limitation, the payment of Rent), regardless of whether such defaults shall have been cured by Lessee, the third and any subsequent default shall, at the election of Lessor, in its sole and absolute discretion, be deemed a noncurable event of default.

(l) Lessor shall deem itself insecure for any reason whatsoever.

Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee shall fail to do so, Lessor may without notice and prejudice to any other remedy available, enter and take possession of the Premises and remove Lessee or anyone occupying the Premises and its effects without being liable to prosecution or any claim for damages. Lessee shall indemnify Lessor for all loss and damage suffered by Lessor because of such termination whether through inability to relet the Premises or otherwise, including any loss of Rent for the remainder of the Lease Term. If Lessor elects to terminate this Lease, Lessee's liability to Lessor for damages, including, without limitation, all Rent and other amounts due hereunder for the Lease Term, shall survive such termination.

8.02.2 – ACCELERATION OF RENT

Lessor may declare the entire amount of all Rent past due as well as that which would have become due and payable during the remainder of the Lease Term to be due and payable immediately. In this event, Lessee shall pay the same to Lessor immediately, and such payment shall constitute payment of past due Rent and payment in advance of the Rent stipulated for the remainder of the Lease Term. Acceptance by Lessor of the payment of such Rent shall not constitute a waiver of any other Default under this Lease.

8.02.3 – RELETTING OF PREMISES

Lessor may enter upon and take possession of the Premises as agent of Lessee without terminating this Lease and without being liable for any claim for damages. Lessor may relet the Premises and may make any suitable alterations to or refurbish the Premises, or both, or change the character or use of the Premises. Lessor shall not be required to relet the Premises (I) to any tenant which Lessor may consider objectionable, or (II) for any use or purpose (A) other than that specified in this Lease or (B) that Lessor may reasonably consider injurious to the Premises.

Lessor may relet all or any portion of the Premises alone or in conjunction with other portions of the Building for a term longer or shorter than the Lease Term at a rental rate greater or less than the then current rental rate provided in this Lease and upon such other terms (including without limitation, the granting of concessions) as Lessor solely determines to be acceptable. If Lessor elects to reenter and relet all or any portion of the Premises, Lessor shall be entitled to recover as damages immediately, without waiting until the due date of any future Rent, or until the date fixed for expiration of this Lease, the total of all Rent due or to become due hereunder. Lessor can also recover the costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, expenses from Lessee's failure to quit the Premises and to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, brokers' commissions, advertising costs, and the difference between the Rent and all of Lessee's other obligations under this Lease and the actual Rent received by Lessor from the Premises for the period commencing with the date of the Default and continuing through the end of the then-current term of this Lease.

No such reentry or taking possession of the Premises shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. Lessor, however, shall have no duty to relet the Premises, and Lessor's failure to do so shall not release Lessee's liability for Rent or damages. If Lessor elects to enter and relet the Premises, Lessor may at any time thereafter elect to terminate this Lease for Lessee's Default. If Lessor takes possession of the Premises, Lessor shall have the right to rent any other available space in the Building before reletting or attempting to relet the Premises.

8.02.4 – LESSOR'S RIGHT TO PERFORM

Lessor may do whatever Lessee is obligated to do by provisions of this Lease and may enter the Premises without being liable for any claim for damages in order to accomplish this purpose. Lessee shall

reimburse Lessor immediately upon demand for any expenses which Lessor may incur in complying with the terms of this Lease on behalf of Lessee. Lessor shall not be liable for any damages to Lessee from such action, whether caused by negligence of Lessor or otherwise.

8.02.5 – LESSOR'S RIGHT TO SUE MORE THAN ONCE

Lessor may sue periodically to recover damages during the period corresponding to the remainder of the then-current term of this Lease, and no action by Lessor for damages shall bar a later action by Lessor for damages subsequently accruing.

8.02.6 – REIMBURSEMENT FOR AND TERMINATION OF CONCESSIONS

Lessor may sue Lessee for an amount equal to the sum of all Rent abatements, Lessor's Contribution, the cost of any service or work provided by Lessor at Lessor's expense in connection with the Leasehold Improvements, including without limitation, the cost of Lessor's Work, and all other concessions received by Lessee prior to such Default; and any such concessions that would benefit Lessee after the occurrence of a Default shall automatically be deemed terminated as of the date of the occurrence of such Default.

8.03 – REMEDIES CUMULATIVE

The remedies, as set forth herein and available to Lessor because of the Default of Lessee, shall be in addition to and shall not exclude any other remedy available to Lessor under this Lease or applicable law.

8.04 – WAIVER OF REDEMPTION RIGHTS

Lessee for itself and on behalf of any and all persons claiming through or under it, including without limitation, creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law, to redeem the Premises or to have a continuance of this Lease for any portion of its remaining Lease Term after having been dispossessed or ejected from the Premises by process of law or under the terms of this Lease or after the termination of this Lease as herein provided.

9.01 – WAIVER

No provisions of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing and is signed by Lessor. Forbearance by Lessor to enforce one or more of the remedies herein provided upon a Default shall not be deemed or construed to constitute a waiver of such Default. Lessor's receipt of Rent with knowledge of a Default by Lessee of any term or condition of this Lease shall not be deemed or construed to constitute a waiver of such Default.

Lessor's failure to enforce against Lessee or any other tenant of the Building any of the rules or regulations made by Lessor shall not be deemed a waiver of such rules or regulations. No act or thing done by Lessor, its agents or employees during this Lease Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and is signed by Lessor. The delivery of keys to any of Lessor's agents or employees shall not serve to terminate this Lease or surrender the Premises. No payment by Lessee or receipt by Lessor, of a lesser amount than the Rent due shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying a payment as Rent

be deemed an accord and satisfaction. Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy available to Lessor.

9.02 – HOLDING OVER

Lessee shall surrender possession of the Premises immediately upon the expiration or earlier termination of this Lease. If Lessee shall continue to occupy or possess the Premises after such expiration or termination without the consent of Lessor, then Lessee shall be a tenant at will. If Lessor has consented to such holdover in writing, Lessee shall be a tenant from month-to-month. All the terms, provisions and conditions of this Lease shall apply to the tenancy at will or the month-to-month tenancy except those terms, provisions and conditions pertaining to the Lease Term, and except that the rental shall be immediately adjusted upward upon the expiration or earlier termination of this Lease to equal the greater of (i) one hundred fifty percent (150%) of the then-prevailing monthly rental rate for similar leased space in the Building, as determined by Lessor; or (ii) one hundred fifty percent (150%) of the Rental for the Premises in effect under this Lease on the day immediately prior to the date of the expiration or earlier termination of this Lease.

The month-to-month tenancy may be terminated by Lessor or Lessee upon fifteen (15) days prior notice to the non-terminating party. In the event that Lessee fails to surrender the Premises upon such expiration or earlier termination or upon demand if Lessee is occupying the Premises pursuant to a tenancy at will, then Lessee shall indemnify and hold Lessor harmless against all losses or liability resulting from or arising out of Lessee's failure to surrender the Premises. This includes, but is not limited to, any amounts required to be paid or damages incurred due to the loss of any tenant or prospective tenant who was to have occupied the Premises after said termination or expiration and any related attorneys' fees and brokerage commissions.

No payment of money by Lessee to Lessor after the termination of this Lease by Lessor or after the giving of any notice of termination to Lessee by Lessor, which Lessor is entitled to give Lessee under this Lease, shall reinstate, continue or extend the Lease Term or shall affect any such notice given to Lessee prior to the payment of such money. It is agreed that after the service of such notice or the commencement of any suit by Lessor to obtain possession of the Premises, Lessor may receive and collect when due any and all payments owed by Lessee under this Lease and otherwise exercise its rights and remedies. The making of any such payments by Lessee shall not waive such notice or in any manner affect any pending suit or judgment obtained.

9.03 – REMOVAL OF PROPERTY

If Lessee shall fail to remove any of its property of any nature from the Premises or the Building at the termination of this Lease or when Lessor has the right of re-entry, Lessor may, at its option, immediately remove and store said property without liability for loss or damage, such storage to be for the account of and at the expense of Lessee. In the event that Lessee shall not pay the cost of storing any such property within ten (10) days of written notice by Lessor to Lessee of any estimated or actual cost of such storage, Lessor may at its option sell, or permit to be sold, any or all such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem proper, without notice to Lessee. The proceeds of such sale may be applied (i) to the cost and expense of such sale, including without limitation, reasonable attorneys' fees actually incurred; (ii) to the payment of the cost for storing such property; (iii) to the payment of any other sums that may then be or thereafter become due Lessor from Lessee under any of the terms of this Lease; and (iv) the balance, if any, to Lessee.

9.04 – NOTICES

All notices or other communications between the parties shall be in writing and shall be delivered by personal delivery, commercially recognized overnight courier, or prepaid United States registered or certified mail, return receipt requested, addressed as set forth below. If any notice is delivered in person or by overnight courier, such notice shall be deemed duly given upon receipt. If any notice is delivered by United States registered or certified mail, return receipt requested, such notice shall be deemed duly given upon the earlier of receipt or three (3) days after deposit with the United States mail service. Lessor and Lessee may from time to time by written notice to the other designate another address for receipt of future notices. All notices and other communications shall be addressed and sent to the following addresses:

To Lessee:	To Lessor:
_____	Retirement Systems of Alabama
_____	PO Box 302150
_____	Montgomery AL 36130-2150
Attn: _____	Attn: Joseph Toole

9.05 – RESTRICTIONS ON ADVERTISING

All advertisements of Lessee's business conducted at the Premises, regardless of the medium, shall be subject to Lessor's prior written approval, which Lessor shall not unreasonably withhold provided that in Lessor's reasonable judgment such advertisement is in keeping with a first-class office building. The name and address of the Building may not be used in any advertisement permitted hereunder without Lessor's prior consent.

9.06 – TIME OF THE ESSENCE

In all instances where Lessee is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular time or within an indicated period, it is understood and agreed that time is of the essence.

9.07 – RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall create any relationship between Lessor and Lessee other than that of landlord and tenant. It is acknowledged and agreed that Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of Lessee's business or a joint venturer or a member of a joint or common enterprise with Lessee.

9.08 – SEVERABILITY

The illegality, invalidity or unenforceability of any term, condition, or provision of this Lease shall in no way impair or invalidate any other term, condition, or provision of this Lease. All such other terms, conditions, and provisions shall remain in full force and effect.

9.09 – BUILDING NAME

Lessor reserves the right at any time and from time to time to change the name by which the Building is designated.

9.10 – BROKERAGE COMMISSIONS

Lessee represents and warrants to Lessor that it has not engaged any broker, finder, other person or entity who would be entitled to any commission or fee with respect to the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Lessor against any loss, cost, liability, or expense incurred by Lessor as a result of any claim asserted by such broker, finder, other person or entity on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Lessee.

10.01 – AUTHORIZATION TO SIGN LEASE

Each individual executing this Lease on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of Lessee and that this Lease is binding upon Lessee.

10.02 – FORCE MAJEURE

Lessor shall not be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of Lessor, and which, by the exercise of due diligence, Lessor is unable, wholly or in part, to prevent or overcome.

10.03 – GOVERNING LAW

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

10.04 – MUTUAL WAIVER OF SUBROGATION

Notwithstanding anything set forth in this Lease to the contrary, Lessor and Lessee each expressly, knowingly, and voluntarily waive and release any and all right of recovery, claim, action, or cause of action, against the other and its respective agents, officers and employees, for any damage to its properties and loss of business (specifically including without limitation, loss of rent by Lessor and business interruption by Lessee) as a result of the acts or omissions (specifically including without limitation, negligence and intentional misconduct) of the other party, or the other party's agents, officers and employees, which claims are covered by the insurance required to be maintained by the parties pursuant to the terms of this Lease or other insurance as either party may carry at the time of an occurrence. In addition, all insurance policies carried by either party covering the Building, the Premises, or the property in the Premises (including without limitation, contents, fire, and casualty insurance) shall expressly waive any right on the part of the insured against the other party for damage to its properties and loss of business as a result of the acts or omissions of the other party or the other party's agents, officers and employees; or in the alternative, Lessor and Lessee shall each, on or before the Commencement Date obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the property, rent loss, and business interruption insurance maintained by it for the Building, the Premises, and the property located in the Premises.

10.06 – SUBORDINATION

Lessee agrees to subordinate this Lease to any ground lease, mortgage, deed of trust, security agreement, assignment of lease or other security instrument encumbering the Premises, and all renewals, modifications, consolidations, replacements and extensions thereof ("Fee Mortgage") hereafter created upon the Premises, but Lessee agrees that any ground lessor, mortgagee or beneficiary under a Fee Mortgage, and its successors and assigns ("Fee Mortgagee"), shall have the right at any time to subordinate such Fee Mortgage to this Lease. Lessee agrees upon demand to execute such further instruments subordinating this Lease as Lessor may reasonably request. Notwithstanding the foregoing, as a condition to Lessee's obligation to subordinate hereunder, Lessor shall obtain and furnish to Lessee a subordination, non-disturbance and attornment agreement (the "Non-Disturbance Agreement") executed by Fee Mortgagee providing that Lessee's possession of the Premises will not be disturbed so long as Lessee continues to perform its obligations under this Lease and accepts Fee Mortgagee as its landlord as provided below, Lessor represents to Lessee that as of the date of the execution and delivery of this Lease, there is no Fee Mortgage.

Subject to the terms of the Non-Disturbance Agreement, Lessee confirms that if by reason of a default under any Fee Mortgage, Fee Mortgagee or its successor or assignee in interest becomes Lessor hereunder, Lessee shall attorn to and shall recognize such Fee Mortgagee or its successor or assignee as Lessee's landlord under this Lease, provided that such successor in interest (i) shall assume and perform the Lessor's obligations under this Lease so long as such successor owns the Building; (ii) shall not be bound by any payment of Rent for more than the current month to any prior Lessor; (iii) shall not be liable for damages for any previous act or omission by any prior landlord under this Lease; and (iv) shall not have any obligation with respect to any security deposited under this Lease unless such security has been physically delivered to the party succeeding to the interest of Lessor. Lessee shall execute and deliver, at any time and from time to time, upon request of Lessor or of Fee Mortgagee, any instrument which may be reasonably necessary or appropriate to evidence such attornment. Lessee waives the provisions of any statute or rule of law now or hereafter in effect which may give or propose to give Lessee any right or election to terminate this Lease or to surrender possession of the Premises in the event any proceeding is brought by Fee Mortgagee to acquire Lessor's interest hereunder.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Retail Lease Agreement to be dated as of the date set forth below and to be duly executed and delivered.

LESSOR:

Teachers' Retirement System of Alabama
Employees' Retirement System of Alabama

By: _____
David G. Bronner, Secretary-Treasurer

_____
Legal Counsel

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David G. Bronner, whose name as Secretary-Treasurer of Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and Employees' Retirement System of Alabama, an instrumentality of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said instrumentalities.

Given under my hand and official seal this the _____ day of _____, 2022.

_____
Notary Public

AFFIX SEAL

My commission expires: _____

DEBRA DAHL
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

Printed on 4/28/2022 2:30 PM
by TCS

LESSEE:

PLT Food Hall, LLC

By: _____
A. Pete Blohme, III, Owner

By: _____
Nick Dimario, Owner

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that A. Pete Blohme, III, whose name as Owner of PLT Food Hall, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, 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 10th day of May, 2022.

Allison L. Rogers
Notary Public

AFFIX SEAL

My commission expires: March 17th, 2025

STATE OF Alabama)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Nick Dimario, whose name as Owner of PLT Food Hall, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, 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 10th day of May, 2022

Allison L. Rogers
Notary Public

AFFIX SEAL

My commission expires: March 17th, 2025

EXHIBIT A

OUTLINE OF PREMISES

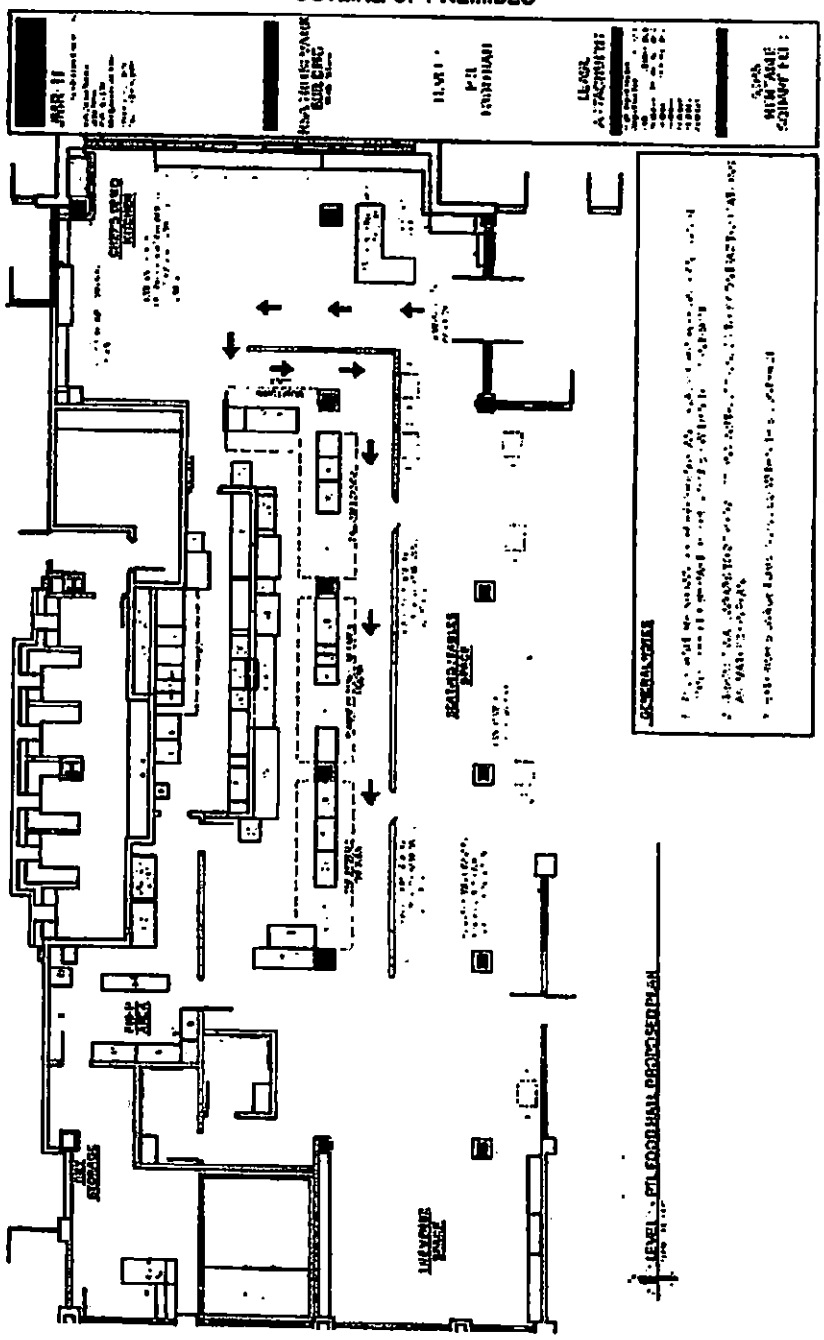


EXHIBIT B

WORK LETTER

This Work Letter is attached to and made a part of that certain Office Lease Agreement dated of even date herewith (the "Lease") between The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama, and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama, (collectively, "Lessor"), and PLT Food Hall, LLC ("Lessee").

To induce Lessee to enter into the Lease (which is hereby incorporated by reference to the extent that the provisions of this Work Letter may apply thereto) and in consideration of the mutual covenants hereinafter contained, Lessor and Lessee mutually agree as follows:

1. DEFINITIONS. The terms defined in this Paragraph 1, for all purposes of this Work Letter, shall have the meanings herein specified, and, in addition to the terms defined herein, the definitions in the Lease shall also apply to this Work Letter.

1.1 "Building Standard" shall mean the quantity and quality of materials, finishing and workmanship specified by Lessor in the plans and specifications for the Building.

1.2 "Leasehold Improvements" shall mean the aggregate of Lessor's Work and Lessee's Work.

1.3 "Lessee's Work" shall mean the items which are supplied, installed and finished by Lessor on behalf of Lessee, as provided for herein below, which exceed Shell Condition.

1.4 "Lessor's Contribution" shall mean that Lessor shall provide a building-standard "Turn-Key" Buildout of the Premises at Lessor's sole cost and expense in accordance with the space plans mutually agreed upon by Lessor and Lessee. Lessor shall be responsible for all plans, permitting, construction and all costs related thereto. Lessor shall be responsible for the payment of all liens and obtaining a Certificate of Occupancy.

1.5 "Lessor's Work" shall mean the Building Standard items which are supplied, installed and finished by Lessor, according to Building Standard specifications and which complete the Premises to Shell Condition.

1.6 "Project Contractor" shall mean the person or firm from time to time selected by Lessor to perform Lessee's Work in the Premises.

1.7 "Project Designer" shall mean the person or firm selected by Lessor to prepare Lessee's plans and working drawings for Lessee's Work.

1.8 "Shell Condition" shall mean the Substantial Completion of the Premises with the following improvements: (a) finished drywall outside walls and unfinished concrete floors; (b) Building Standard power supplied to panels provided on floors; (c) HVAC ducts completed for core loop on each floor of the Building, (d) main elevator lobby of the Building; (e) vertical transportation for contractors and subcontractors to perform Lessee's Work; and (f) sprinkler system for unoccupied space on each floor of the Building.

2. SUITE DESIGN. The Project Designer designated by Lessor will prepare a space plan for the Premises showing the location of all Building Standard partitions, doors, and electrical and communications devices. Lessee will cooperate with the designated space planner, furnishing all reasonable information and material concerning Lessee's organization, staffing, growth expectations, physical facility needs, equipment inventory and other information and material necessary for the space planner to efficiently and expeditiously arrive at an acceptable layout of the Premises. Lessee shall promptly respond to requests from the Project Designer and will promptly review the space plan.

The space plan must be approved in writing by both Lessor and Lessee within ninety (90) days from the Execution Date of the Lease, and preparation of the working drawings by Project Designer shall not commence prior to such approval. If Lessee shall arrange for interior design services, whether with the designated space planner for the Building or with any other planner or designer, it shall be Lessee's responsibility and expense to cause necessary coordination of its planners' and designers' of Lessor to insure that no delays are caused to either the planning or construction of the Lessor's Work.

3. COMPLETION OF THE PREMISES. *Unless otherwise agreed to in writing by Lessor and Lessee*, all work involved in completion of Lessor's Work and Lessee's Work shall be carried out by Project Contractor under the sole direction of Lessor. Lessee shall cooperate with Lessor and Project Contractor to promote the efficient and expeditious completion of such work. Lessee shall work with Project Designer in a diligent and timely manner to allow Project Designer to submit final plans, drawings, information, and instructions with respect to Lessee's Work to both Lessee and Lessor.

If there are any changes in Lessee's Work by or on behalf of Lessee, from the work as reflected in the final working drawings, each such change must receive the prior written approval of Lessor, not to be unreasonably withheld and must be paid for by Lessee to the extent it increases the total contract cost of Lessee's Work.

Under no circumstances whatsoever will Lessee or Lessee's authorized representative ever alter or modify or in any manner disturb any system or installation of the Building, including, but not limited to, Central plumbing system, Central electrical system, Central heating, ventilating and air conditioning systems, Central fire protection and fire alert systems, Central building maintenance systems, Central structural systems, elevators and anything located within the Central core of the Building nor shall Lessee's Work cause any increase in maintenance, insurance, taxes, fees or utility charges to be incurred by Lessor. Any such additional charges that are incurred by Lessor by reason of Lessee's Work shall be reimbursed by Lessee to Lessor immediately upon demand by Lessor therefore. Only with Lessor's express written permission and under direct supervision of Lessor or Project Contractor shall Lessee or Lessee's authorized representative alter, add to or modify, or in any manner disturb any Branch of any system or installation of the Building that is located within the Premises, including, but not limited to, Branch plumbing system, Branch electrical system, Branch heating, ventilating and air conditioning system, and Branch fire protection and alert system (for the purposes of this Section, "Central" shall be defined as that portion of any Building system or component which is within the core and/or common to and/or serves or exists for the benefit of other tenants in the Building, and shall include without limitation, main fire loops on each floor of the Building and duct work to the VAV box; and "Branch" shall be defined as that portion of any Building system or component which serves to connect or extend Central systems into the Premises).

Lessor shall insure that all design, construction and installation conforms to the requirements of applicable building, plumbing, electrical and fire codes and the requirements of any authority having jurisdiction over or with respect to such work, as such codes and requirements may from time to time be amended,

supplemented, changed or interpreted. Furthermore, Lessee shall insure that all such design, construction and installation of Lessee's Work receives written approval of Lessor or Project Contractor, as the case may be, prior to commencement. If Lessee requests and Lessor agrees to allow Lessee's Work to be carried out by someone other than Project Contractor under the direction of Lessor, Lessee and Lessor shall execute a supplemental Work Letter that shall provide for oversight by Lessor of Lessee's contractor and that shall specify requirements for lien waiver, insurance and times and methods of conducting construction work in the Building.

[End of Exhibit B]

EXHIBIT C

RULES AND REGULATIONS

1. Lessee shall make no alterations on the Leased Premises without the prior approval in writing of Lessor which shall not be unreasonably withheld or delayed, and any alterations or improvements of any kind whether or not it is in the Leased Premises shall be at the sole expense of Lessee. In no event shall Lessee make any structural alterations or alterations to the exterior windows to the Leased Premises (for proper procedure on requesting alterations or modifications see Construction Guidelines and Procedures).

2. The rights of each Lessee in the entrances, corridors, elevators and escalators servicing the Building are limited to ingress and egress from such Lessee's premises for the Lessee and its employees, licensees and invitees, and no Lessee shall use, or permit the use of, the entrances, corridors, escalators or elevators for any other purpose. No Lessee shall invite to the Lessee's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, escalators, elevators and other facilities of the Building by other Lessees. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the Lessees, their employees, licensees or invitees. No Lessee shall encumber or obstruct, or permit the encumbrance or obstruction of, any of the sidewalks, plazas, entrances, corridors, escalators, elevators, fire exits or stairways of the Building and the public facilities, as well as facilities furnished for the common use of the Lessees, in such manner as it in its reasonable judgment, deems best for the benefit of the Lessees generally.

3. Lessor may refuse admission to the Building outside of Business Hours to any person without proper ID or not known to security in charge or not having a pass issued by Lessor or the Lessee whose premises are to be entered or not otherwise properly identified, and Lessor may require all persons admitted to or leaving the Building outside of Business Hours to provide appropriate identification. Lessee shall be responsible for all persons for whom it issues any such pass and shall be liable to Lessor for all acts or omissions of such persons. Any person, whose presence in the Building at any time shall, in the judgment of Lessor, be prejudicial to the safety, character or reputation of the Building or its Lessees may be ejected therefrom. During any invasion, riot, public excitement or other commotion, Lessor may prevent all access to the Building by closing the doors or otherwise for the safety of the Lessees and protection of property in the Building.

4. Only Lessor or persons approved by Lessor shall be permitted to furnish to the Premises ice, drinking water, food, beverage, linen, towel, barbering, boot blacking, floor polishing, cleaning or other similar services.

5. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens which are different from the standards adopted by Lessor for the Building shall be attached to or hung in, or used in connection with, any exterior window or door of the premises of any Lessee, without the prior written consent of Lessor. Such curtains, blinds, shades or screens must be of appropriate quality, type, design and color, and attached in the manner approved by Lessor.

6. No lettering, sign, advertisement, notice or object shall be displayed in or on the exterior windows or doors, or on the outside of any Lessee's premises, or at any point inside any Lessee's premises where the same might be visible outside of such premises, without the prior written consent of Lessor. In the event of the violation of the foregoing by any Lessee, Lessor may remove the same without any liability, and may charge the expense incurred in such removal to the Lessee violating this rule. Interior signs, elevator cab designations and lettering on doors and the Building directory shall, if and when approved by Lessor, be inscribed, painted or affixed for each Lessee by Lessor at the expense of such Lessee, and shall be of a size, color and style reasonably acceptable to Lessor.

7. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any Lessee,

nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral air conditioning enclosures, if any.

8. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.

9. No bicycles, vehicles, animals, fish or birds of any kind shall be brought into or kept in or about the premises of any Lessee or the Building.

10. No noise, including, without limitation, music or the playing of musical instruments, recordings, radios or television, which, in the reasonable judgment of Lessor, might be heard in any adjacent tenant space or disturb other Lessees in the Building during normal business hours, shall be made or permitted by any Lessee. Nothing shall be done or permitted in the premises of any Lessee which would impair or interfere with the use or enjoyment by any other Lessee of any space in the Building.

11. No Lessee, nor any Lessee's contractors, employees, agents, visitors or licensees, shall at any time be into or keep upon the premises or the Building any inflammable, combustible, explosive, or otherwise hazardous or dangerous fluid, chemical, substance or material.

12. Additional locks or bolts of any kind which shall not be operable by the Grand Master Key for the Building shall be placed by Lessee, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said Grand Master Key. Additional keys for a Lessee's premises and toilet facilities shall be procured only from Lessor at Lessee's cost. Each Lessee shall, upon the termination of its tenancy, turn over to Lessor all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Lessee, and in the event of the loss of any keys furnished by Lessor, such Lessee shall pay to Lessor the cost thereof.

13. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Lessor or its agent may reasonably determine from time to time. The persons employed to move safes and other heavy objects shall be reasonably acceptable to Lessor and, if so required by law, shall hold a Master Rigger's license. Arrangements will be made by Lessor with any Lessee for moving large quantities of furniture and equipment into or out of the Building. All labor and engineering costs incurred by Lessor in connection with any moving specified in this rule, including a reasonable charge for overhead shall be paid by Lessee to Lessor, on demand.

14. Lessor reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all packages, objects and matter which violate any of these Rules and Regulations or the lease of which this Exhibit is a part. Lessor may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the Lessee from whose premises the package or object or matter is being removed, but the establishment and enlargement of such requirement shall not impose any responsibility on Lessor for the protection of any Lessee against the removal of property from the premises of such Lessee. Lessor shall in no way be liable to any Lessee for damages or loss arising from the admission, exclusion or ejection of any person to or from the premises or the Building under the provisions of this Rule or of Rule 2 hereof. That Lessee agrees to not bring into the building any packages, objects or matter inconsistent with a first class office building.

15. No Lessee shall occupy or permit any portion of its premises to be occupied as an office for a public stenographer or public typist, or for the possession, storage, manufacture, or sale of narcotics, dope, tobacco in any form, or as a barber, beauty or manicure shop, or as a school.

16. Lessor shall have the right to prohibit any advertising or identifying sign by any Lessee which, in Lessor's reasonable judgment, tends to impair the reputation of the Building or its desirability as a building for others, and upon written notice from Lessor, such Lessee shall refrain from and discontinue such advertising or identifying sign.

17. Lessor shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any Lessee's premises. If, in the reasonable judgment of Lessor, it is necessary to distribute the concentrated weight of any heavy object, the work involved

in such distribution shall be done at the expense of the Lessee and in such manner as Lessor shall determine.

18. No machinery or mechanical equipment other than ordinary portable business machines may be installed or operated in any Lessee's premises without Lessor's prior written consent. In no case (even where the same are of a type so excepted or as so consented to by Lessor) shall any machines or mechanical equipment be so placed or operated as to disturb other Lessees; but machines and mechanical equipment which may be permitted to be installed and used in a Lessee's premises shall be so equipped, installed and maintained by such Lessee as to prevent any disturbing noise, vibration or electrical or other interference from being transmitted from such premises to any other area of the Building.

19. Lessor, its contractors, and their respective employees shall have the right to use, without charge thereof, all light, power and water in the premises of any Lessee while cleaning or making repairs or alterations in the premises of such Lessee.

20. No premises of any Lessee shall be used for lodging of sleeping or for any immoral or illegal purpose.

21. The requirements of Lessees will be attended to only upon application at the office of the Building. Employees of Lessor shall not perform any work or do anything outside of their regular duties, unless under special instructions from Lessor.

22. Canvassing, soliciting and peddling in the Building are prohibited and each Lessee shall cooperate to prevent the same.

23. Lessee shall not cause or permit any unusual or objectionable fumes, vapors or odors to emanate from the Premises which would annoy other Lessees or create a public or private nuisance.

24. Nothing shall be done or permitted in any Lessee's premises, and nothing shall be brought into or kept in any Lessee's premises, which would impair or interfere with any of the Building's services or the proper and economic heating, ventilating, air conditioning, cleaning or other servicing of the Building or the premises, or the use or enjoyment by any other Lessee of any other premises, nor shall there be installed by any Lessee any ventilating air conditioning, or electrical or other equipment of any kind which, in the reasonable judgment of Lessor, might cause any such impairment or interference.

25. No acids, vapors or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Building which may damage them. The water and wash closets and other plumbing fixtures in or serving any Lessee's premises shall not be used for any purpose other than the purposes for which they were designed or constructed; and no sweepings, rubbish, rags, acid or other foreign substances shall be deposited therein. All servants, employees, agents, visitors or licensees shall have caused the same. Any cuspidors or containers or receptacles used as such in the premises of any Lessee, or for garbage or similar refuse, shall be emptied, cared for and cleaned, by and at the expense of such Lessee. In addition, no illegal materials shall be discharged which may damage the building or the environment.

26. All entrance doors in each Lessee's premises shall be left locked and all windows shall be left closed by the Lessee when the Lessee's premises are not in use. Entrance doors shall not be left open at any time. Each Lessee, before closing and leaving its premises at any time, shall turn out all lights.

27. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building. In addition no hand truck, equipment, or deliveries will be allowed in the passenger elevators.

28. All windows in each Lessee's premises shall be kept closed, and all blinds therein above the ground floor shall be lowered as reasonably required because of the position of the sun, during the operation of the Building air-conditioning system to cool or ventilate the Lessee's premises. If Lessor shall elect to install any energy saving film on the windows of the Premises or to install energy saving windows in place of the present windows, Lessee shall cooperate with the reasonable requirements of Lessor in connection with such installation and thereafter the maintenance and replacement of the film and/or windows and permit Lessor to have access to the Lessee's premises at reasonable times during Business Hours to perform such work.

29. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Lessee, its agents, employees, visitors or licensees, Lessee shall at Lessee's expense cause the same to be exterminated from time to time to the reasonable satisfaction of Lessor and shall employ such exterminators and such exterminating company or companies as shall be designated by Lessor, or if none is so designated as reasonably approved by Lessor.
30. Pallet jacks are not to be used without prior approval of the Building Manager.
31. To the extent there is a conflict between the provisions contained in the Lease or these Rules and Regulations, the provisions of the Lease shall govern and control.

Rental Remittance
Rent is due and payable in advance to the RSA Real Estate Division Offices. As a courtesy, statements detailing rent and tenant charges are sent to each tenant during the middle of the month for the following month's Rent due. All checks should be made payable to the RSA Building Expense Fund and mailed to The Retirement Systems of Alabama, Attn: Heather Smith, P.O. Box 302150, Montgomery, AL 36130-2150. Rent not paid in a timely manner shall be subject to a late charge.

Security Measures
A life safety system is provided in accordance with applicable federal, state and local laws. The system includes fire alarm, emergency generators for elevator and emergency light service, stair pressurization, etc.

Vendor/Contractor Access
There may be circumstances in which a Lessee will require vendors or contractors to perform work in Lessee's suite during non-business hours. Written approval is required from the Building Manager. In such instances, Lessee must provide written notification to Building Management including:

- The company name
- Names of all people who will be doing the work
- Date(s) the work will be performed
- Time the contractor will arrive and depart
- Description of the work being done

Arrangements must be made by the Lessee to provide vendor with access to their premises.

Solicitation
Solicitation is not allowed in the building or on the building premises. Lessee should notify building management immediately if Lessee notices a solicitor within the Building. The report should include as much specific information about the person's appearance and behavior as possible. Building staff will attempt to locate the person as quickly as possible and escort them off the premises.

Theft
Lessee should report any suspected theft, no matter how small to Building Management immediately. Lessee may also notify the Police Department or the proper authorities. The building's insurance policy does not cover the theft of tenant's personal belongings. Personal property insurance is the responsibility of each tenant.

Incident Reports
As a building policy Lessee is required to record the details of any accident, theft, or injury that occurs on the property, and incident reports must be filed. Lessee should notify the Building Manager's Office as

soon as an incident occurs so the building staff can follow up with the appropriate record taking. Lessee's cooperation is critical to answering questions the building staff may have pertaining to the incident.

Suite Security Measures

Security often involves common sense. Because any building system is only as effective as the people relying on it, the following security reminders help lessees avoid unnecessary loss and problems within their suite.

1. When Lessee's premises are secured at the end of the business day, all doors should be locked and then verified that they are properly locked. Lessor recommends securing your suite entry door after 5 p.m. even if people are working late.
2. Employees should not leave personal property in clear view.
3. Lessee should notify the Building Manager or security guard immediately if Lessee or its employees notice a suspicious person loitering in or about the premises. Lessee's employees should be suspicious of any person who enters or approaches Lessee's suite especially if when confronted the person makes excuses that they're lost or looking for another company.
4. Offices are most vulnerable during lunch time and right before closing. At these times, there is often a lot of movement, and people are frequently away from their desks.
5. Lessees should occasionally examine their wastebasket contents at the end of the day to see if any equipment or valuables have been secreted for removal later.
6. Lessees should put serial numbers on all business equipment and records in a safe place to aid police in locating the equipment if it is stolen.
7. If an employee is terminated for any reason, Lessee should consider changing their cylinders on the lock, resetting any safe or vault combinations the employee may have been entrusted with and canceling any security access codes through building security.
8. Keys kept on a key ring should never have an identifying tag. If the keys are lost, they may easily be used by thieves to access the property.
9. If Lessee's premises will be closed when the rest of the building is normally open, Lessee should arrange for building personnel to have their mail and papers collected. A stack of newspapers outside a suite door is a clear signal that the premises are not occupied.
10. No deliveries shall be made on the sidewalk or corridors of the building.
11. Lessees should never leave their reception area unattended when their suite entry door is unlocked.
12. Lessees should consider having routine background checks done on prospective employees as an additional precaution.

EXHIBIT D

SIGNAGE

Need space / layouts / etc

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Business Type	Application Type		Business Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☒ [illegible] ☐ [illegible]	☐ Convenience Grocery Store ☐ Hotel ☐ [illegible] ☐ Package Store ☒ Restaurant ☐ Other

Licenses Applied for (Check ALL that MUST [illegible] the LAB Board [illegible] the LAB [illegible])

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ [illegible] ☒ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (Off/On Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ [illegible] Retail Table Wine (Off/On Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 130 - Special Events Retail ☐ 140 - Special Events - More than 30 Days ☐ [illegible] ☐ 220 Brewpub

Legal Name of Business	Trade Name of Business
PLT Food Hall LLC	Food Hall

Business Address (No P.O. Boxes)	City	State	Zip
107 Saint Francis St STE 115	Mobile	AL	36602

Business Contact Person	Title	Phone	Email
Jennifer Nocri	Controller		jenn@pointpicks.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

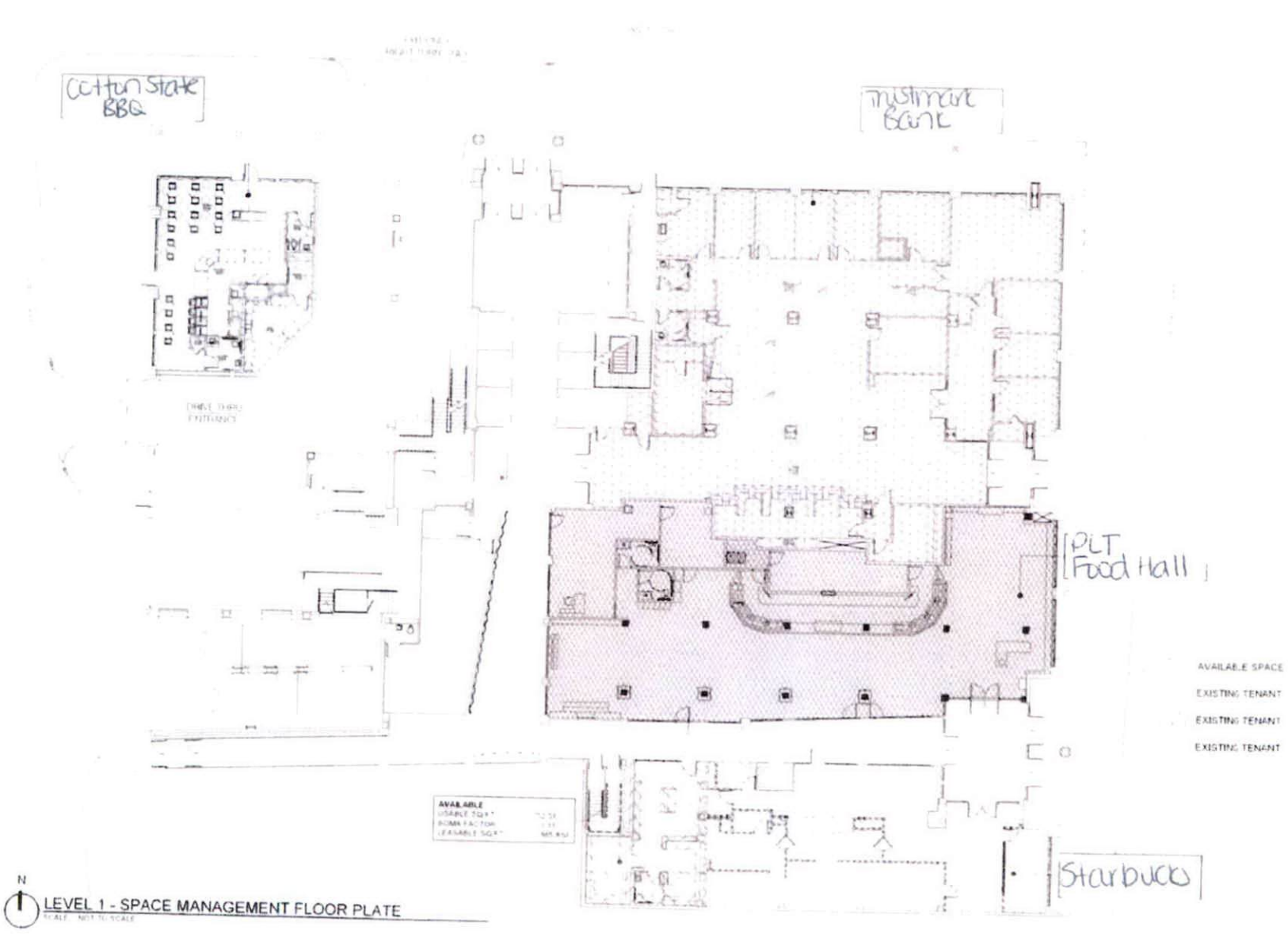
Building Square Footage	Parking Provided	Parking Required	Compliance	Zoning	Date
28264	N/A	N/A	✓	T-6	✓

Comments:

WITHIN THE DDD

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	6-12-2024

Planning and Zoning



[redacted]

JMR+H

[redacted]

RSA TRUSTMARK BUILDING

[redacted]

LEVEL 1

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-135469-2024
Issue Date: 06/12/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400002198.	107 St Francis St	

Business Name	Issued To	Zoning Districts
FOOD HALL RESTAURANT	Name: A PETER BLOHME III Company: FOOD HALL RESTAURANT Address: 107 St Francis St STE 115 MOBILE, AL 36602 Phone: (304) 627-8273	T-6

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

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 **112 Bush 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 **112 Bush Avenue** described as:

COMG NE COR OLD SHELL RD & BUSH AVE THEN NLY 332 FT TO BEG TH ELY 190 FT TH SLY 51.42 FT-D- 56 FT-S- TH WLY 194 FT N 60 FT TO POB BEING PT GRT SEC 40 #SEC 40 T4S R1W #MP29 06 40 0 008

Parcel Number: 29 06 40 0 008 020

Last Assessed to: SFN HOLDINGS LLC

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
June 25, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 25, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **112 BUSH AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **SFN HOLDINGS LLC,** 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 06 40 0 008 020

COUNCIL DISTRICT 2 – WILLIAM CARROLL

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

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

112 Bush Avenue

Property Details			
Parcel Key	751190	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 - Electrical - Gas
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	04-23-24	Comments	

Property Score			
Score		Score Description	DEMO

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 05/01/2024

Property Address: 112 Bush Avenue **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.
- [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

SFN Holdings, LLC
2744 Hyland BLVD #109
Staten Island, New York 103006

May 1, 2024

RE: **112 Bush Avenue**
Project Number: ME-012-24

Dear SFN Holdings, LLC:

On April 23, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 112 Bush Avenue.

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

COMG NE COR OLD SHELL RD & BUSH AVE THEN NLY 332 FT TO BEG TH ELY 190 FT TH SLY 51.42 FT-D- 56 FT-S- TH WLY 194 FT N 60 FT TO POB BEING PT GRT SEC 40 #SEC 40 T4S R1W #MP29 06 40 0 008

Parcel Number: 29 06 40 0 008 020

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 **June 14, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 14, 2024,** provide the Code Official with a work plan to accomplish the repairs by **June 14, 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 **June 14, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on June 25, 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: The 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

2024/06/13

2024/06/13

2024/06/13

2024/06/13

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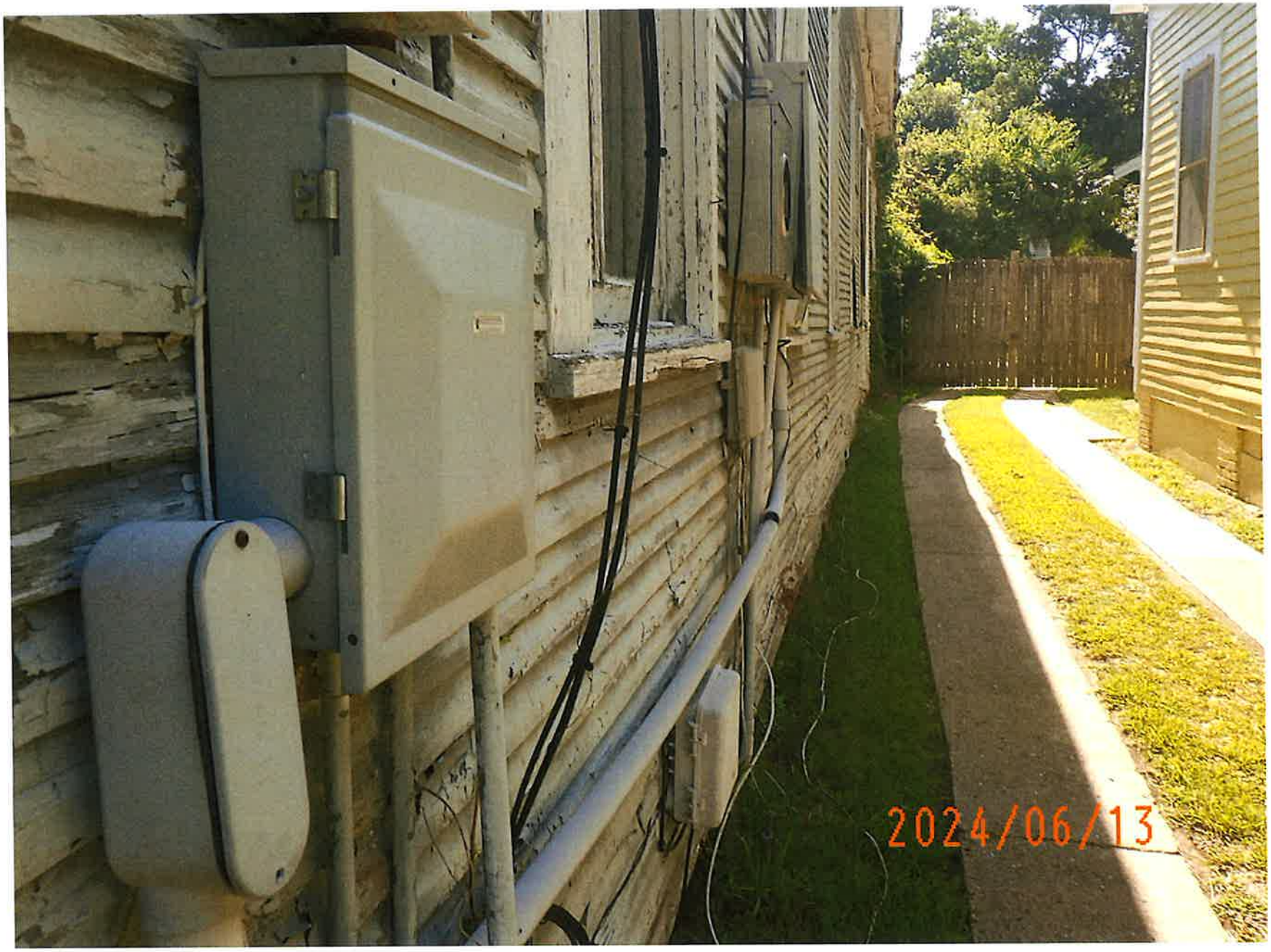
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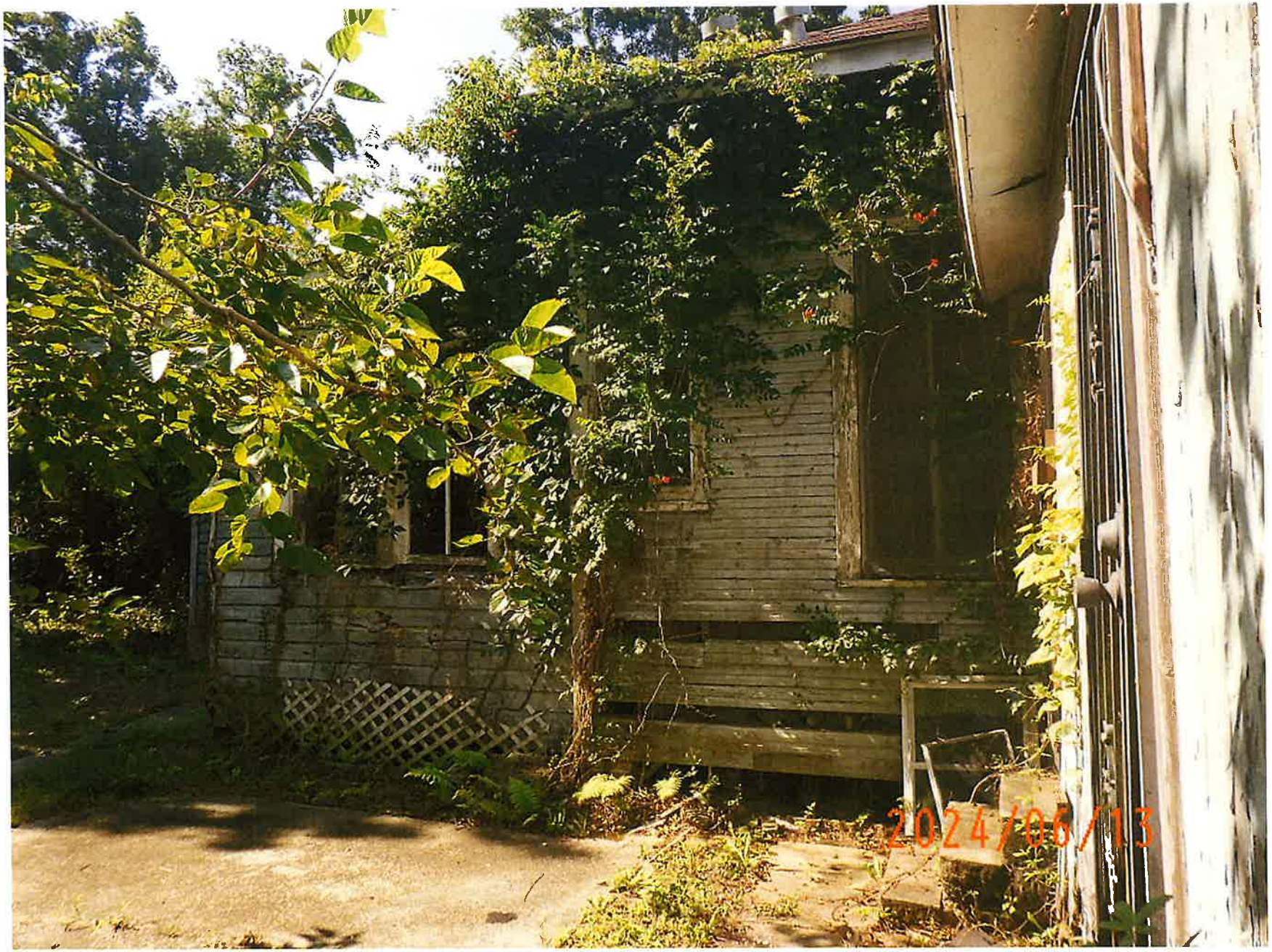
2024/06/13

2024/06/13

2024/06/13

Affidavit of Mailed Notice

Date: June 25, 2024

State of Alabama
County of Mobile

Subject Property – 112 Bush Avenue

My legal name is Gary Jackson, Deputy 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 251-208-1540 or by email address gary.jackson@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.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **112 Bush Avenue UPDATE** Date: March 26, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 26, 2024

Per the Title Report, the owner is: Fee simple vested in SFN Holdings, LLC

Mary Daffin spoke with Crane Title regarding contact for SFN Holdings, LLC. Crane Title stated SFN Holdings, LLC has a mortgage on the property but did not know the company. They also do not have phone numbers for the owner of the company. They do have an email which I listed below. There is no information in probate due to SFN Holdings, LLC being an out-of-state company. I could not locate any information on the Secretary of State of AL website for SFN Holdings, LLC.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	SFN Holdings, LLC 112 Bush Ave Mobile AL 36604-2201	Mobile County Revenue Commission Location/subject address. Email address for SNF Holdings, LLC is SNFHoldings@yahoo.com. No contact info for phone number was found.
2	SFN Holdings, LLC 2744 Hyland Blvd #109 Staten Island NY 10306	Address listed on deed, on Mobile County Revenue Commissions website as mailing address. LexisNexis business report address list this address filing date 2/1/2024 in New York jurisdiction.
3	SFN Holdings, LLC c/o Corporation Service Company, as Representative PO Box 2576 Springfield IL 10306-4658	Listed on LexisNexis as secured party 2/1/2024
4	SFN Holdings, LLC 8860 16th Ave Brooklyn NY 11214	Address given by Crane Title from SNF Holdings.
5	Legalinc Corporate Services Inc 1967 Wehrle Dr Ste 1-086 Buffalo NY 14221	Address listed on NY Secretary of State website

TAX STATUS: TAX DELINQUENT AND DUE FOR 2023 TAX YEAR. MUST BE PAID BY MAY 2024 OR WILL GO TO LIEN SALE.

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs ACMM One LLC c/o SFN Holdings LLC, filed 2/15/2024, recorded 3/21/2024, instrument number 2024016343

RESOLUTION

Sponsored by: Councilmember CJ Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1253 Seneca 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 **1253 Seneca Street** described as:

LOT 13 BLK 15 BASCOMBE TRT DBK 128 P 1 #SEC 27 T4S R1W #MP29 10 27 3 002

Parcel Number: 29 10 27 3 002 067

Last Assessed to: EDWARDS HELEN C W, C/O GLADYS RANDEL

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
June 25, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 25, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1253 SENECA STREET** OWNED BY OR MAY HAVE AN INTEREST: **EDWARDS HELEN C W, C/O GLADYS RANDELL,** 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 27 3 002 067

COUNCIL DISTRICT 4 – BEN REYNOLDS

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

1253 SENECA ST

Property Details

PARCEL KEYX	00914158	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE		COUNCIL DISTRICT	3
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	Y
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	Dilapidated accessory structure

Property Score

SCORE	64	SCORE DESCRIPTION	Demo

Notes

1930 Ie

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 12-11-23

Notice 5 & 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/01/2024

Property Address: 1253 Seneca Street

District No: 3

- [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.
- [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

Gladys Randell
2976 First Avenue, APT D1
Mobile, Alabama 36617-1834

May 1, 2024

RE: **1253 Seneca Street**
Project Number: ME-167-23

Dear Gladys Randell:

On April 23, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1253 Seneca Street.

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

LOT 13 BLK 15 BASCOMBE TRT DBK 128 P 1 #SEC 27 T4S R1W #MP29 10 27 3 002

Parcel Number: 29 10 27 3 002 067

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 **June 14, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 14, 2024,** provide the Code Official with a work plan to accomplish the repairs by **June 14, 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 **June 14, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on June 25, 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: The 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

2024/06/13

123
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2024/06/13

Affidavit of Mailed Notice

Date: June 25, 2024

State of Alabama
County of Mobile

Subject Property – 1253 Seneca Street

My legal name is Gary Jackson, Deputy 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 251-208-1540 or by email address gary.jackson@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 **9 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.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **1253 Seneca Street** Date: April 12, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 15, 2024

Per the Title Report, the owner is: Fee simple is vested in Helen C. W. Edwards

Notes: Helen C. W. Edwards is deceased as of 9/23/2015. Genealogy wasn't able to locate an obit for her. Some relatives are Tommy Watts DOD 11/1/2017 and Emily Josephine Watts DOD 1/9/2020. I listed only Aswan Abdul Addarr. He was once POA for Mrs. Edwards before she died. I left several messages for Aswan Abdul Addarr on 3/25/2024, 3/26/2024 and 4/4/2024. No returned calls as of 4/4/2024. I contacted his son at 251-402-7168 on 4/4/2024, Basheer Abdul Adaar, and he stated the owner did not have any children and that his father is her cousin. He did not have any other information. He said he would leave word for his father. I also verified the address of his father is correct. I was able to locate a few nieces and nephews of deceased siblings of Helen C. W. Edwards. They are listed below and on the family tree. I spoke to Michael Anthony Lane on April 11, 2024, and he confirmed most of his mother (Claudia Lane) children/siblings. He was not aware of Inez Mayhorn or Judy Coston.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Aswan Abdul Addarr 1253 Seneca St Mobile AL 36604-2934	Mobile County Revenue Commission subject/location address – Paid taxes 2014 - 2022
2	Aswan Abdul Addarr 503 Aurelia St Mobile AL 36604-2934	Was power of attorney for owner before she died. Also, per his son, he is related as a cousin to owner. LexisNexis address good 2/2024. Phone numbers are 251-379-4891, 251-402-7168 and 251-391-9279 good 2023 and 2024
3	Gladys Randell 2976 First Ave Apt D1 Mobile AL 36617-1634	Niece – LexisNexis address good 3/2024 Phone number 251-457-5839 good 2024
4	Gladys Randell 2976 First Ave Apt B1 Mobile AL 36617-1634	LexisNexis address good 4/2024

5	Barbara Jo Lane 267 1st Ct Apt 5 Mobile AL 36603-6301	Niece – LexisNexis address good /2024 Phone number 251-648-6782 good 2/2024
6	Barbara Jo Lane 164 N Pine St Mobile AL 36603-5639	LexisNexis address good 1/2024
7	Brenda Faye Lane 2351 McVay Dr Mobile AL 36605-2539	Niece – LexisNexis address good 1/2024 Phone number 251-229-6560 and 251-607-6429 good 2024
8	Michael Anthony Lane 601 Crenshaw St Mobile AL 36606-1548	Nephew – LexisNexis address good 3/2024 Phone number 251-423-4530

TAX STATUS: 2023 TAX IS NOT PAID AND WILL BE SOLD IN LIEN SALE IF NOT PAID BY MAY 2024

Parties with recorded liens per Title Report: NONE

Open Mortgages

9	Regions Bank Attn: Legal Department 1900 Fifth Avenue North Birmingham, Alabama 35203	Open mortgage bk4015 pg1012, recorded 1/19/1993 – First Alabama Bank which changed name to Regions in 1994.

Lis Pendens

Lis Pendens – City of Mobile vs Helen C. W. Edwards, filed 12/14/2023, recorded 2/5/2024, instrument number 2024005758

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 **4850 Dan Williams Road** 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 **4850 Dan Williams Road** described as:

BEG AT SE COR SW 1/4 OF NW 1/4 SEC 11 T6S R2W TH W 190 FT(S) TH N 458 FT(S) TH E 190 FT(S) TH S 458 FT(S) TO POB #SEC 11 T6S R2W #MP38 01 11 2 000

Parcel Number: 38 01 11 2 000 014

Last Assessed to: DATES MARY E JOHNSON, C/O TERILIANE JOHNSON

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
June 25, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 25, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4850 DAN WILLIAMS ROAD** OWNED BY OR MAY HAVE AN INTEREST: **DATES MARY E JOHNSON, C/O TERILIANE JOHNSON,** 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 01 11 2 000 014

COUNCIL DISTRICT 4 – BEN REYNOLDS

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

4850 DAN WILLIAMS RD

Property Details

PARCEL KEYX	01238878	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	4
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	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	58	SCORE DESCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2/5/24

Voted 5 to 0 for Demolition. GF

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 05/01/2024

Property Address: 4850 Dan Williams Road **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.
- [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.
- [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

MOBILE
ALABAMA

Teriliane & Lottie Johnson
5191 Thompson Lane
Theodore, Alabama 36582-2121

May 1, 2024

RE: **4850 Dan Williams Road**
Project Number: ME-010-24

Dear Teriliane & Lottie Johnson:

On April 23, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 4850 Dan Williams Road.

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

BEG AT SE COR SW 1/4 OF NW 1/4 SEC 11 T6S R2W TH W 190 FT(S) TH N 458 FT(S) TH E 190 FT(S) TH S 458 FT(S) TO POB #SEC 11 T6S R2W #MP38 01 11 2 000

Parcel Number: 38 01 11 2 000 014

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 **June 14, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **June 14, 2024,** provide the Code Official with a work plan to accomplish the repairs by **June 14, 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 **June 14, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on June 25, 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: The 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

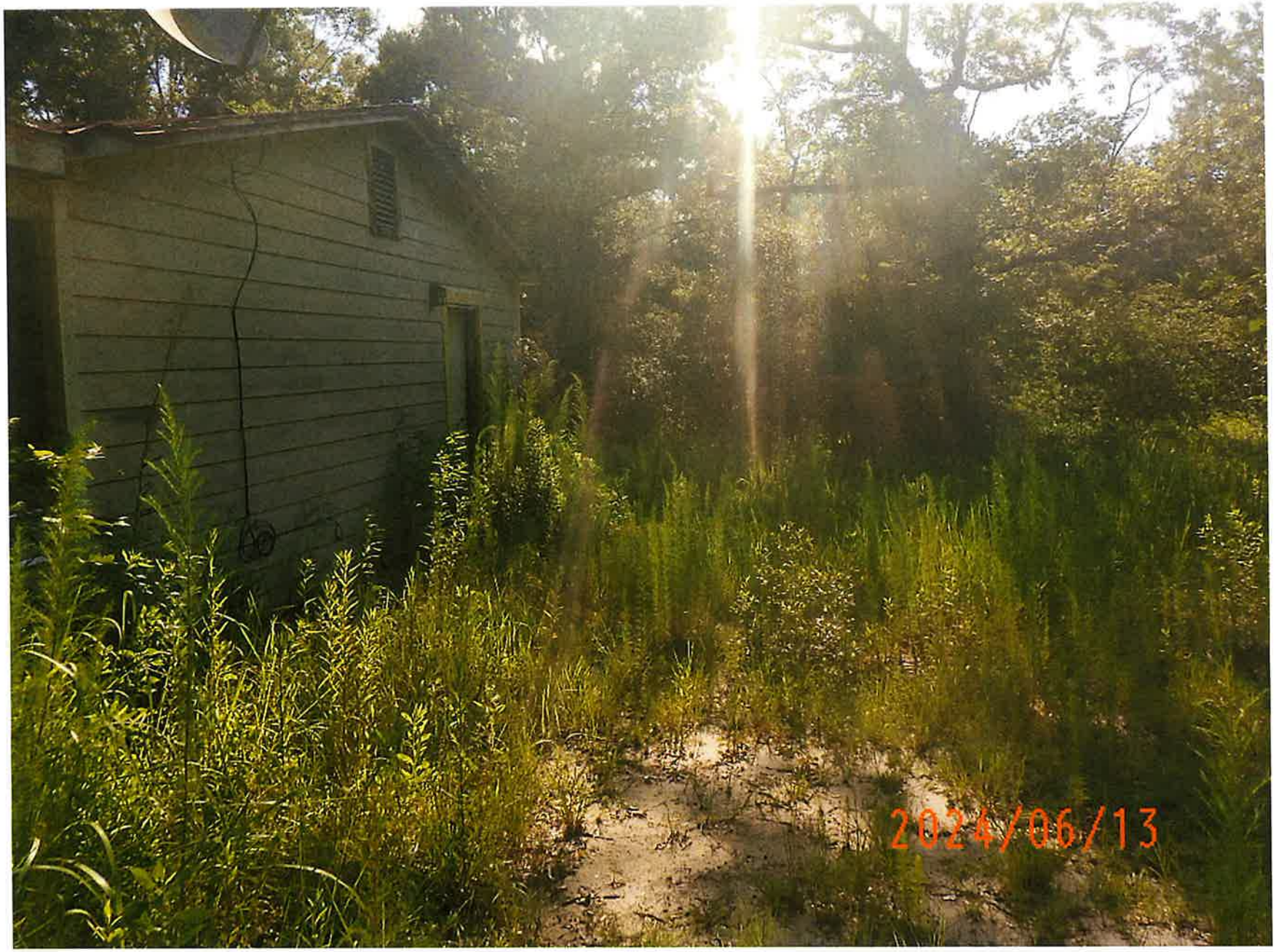
Gary Jackson
Deputy Director of Municipal Enforcement

2024/06/13

2024/06/13

PRIVATE
PROPERTY
NO TRESPASSING
2024/06/13

PRIVATE PROPERTY
2024/06/13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2024/06/13

2024/06/13

2024/06/13

2024/06/13

Affidavit of Mailed Notice

Date: June 25, 2024

State of Alabama
County of Mobile

Subject Property – 4850 Dan Williams Road

My legal name is Gary Jackson, Deputy 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 251-208-1540 or by email address gary.jackson@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 **14 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.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **4850 Dan Williams Road** Date: April 15, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 6, 2024

Per the Title Report, the owner is: Heirs at law and next of kin of Mary E. Johnson Dates, deceased.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Edward Lewis Johnson 4850 Dan Williams Rd Theodore AL 36582-2418	Son – Subject/location address – LexisNexis address good 9/2009 Phone number 228-238-4038, 251-648-6677 good 2024 – Paid taxes 2013, 2014, 2015, 2018 and 2022
2	Charles Smith 2730 Crary Ave W Semmes AL 36575-3511	Grandson – LexisNexis address good 12/2023 – Phone numbers 251-605-4108, 251-377-6618, 251-208-2900, 251-343-3225 good 2021 - 2024
3	Charles Smith PO Box 8152 Mobile AL 36689-0152	LexisNexis address good 3/2024
4	Clarence Frison, Jr. Jerry Frison Tina Frison 7431 Old Military Rd Theodore AL 36582-2451	Grandsons and granddaughter – LexisNexis address good 12/2023 Phone numbers 251-406-7021, 251-644-3417 and 251-725-3261 good 2024
5	Clarence Frison, Jr. 7421 Old Military Rd Theodore AL 36582-2451	LexisNexis address good 2022
6	Cathy Eirby 1451 Cedar Cresent Dr Lot 1 Mobile AL 36605-3529	Granddaughter – LexisNexis address good 3/2024 Phone numbers 251-610-5975, 251-348-0061, 251-229-4297 good 2024

7	Cathy Eirby 6681 Kanode Rd Theodore AL 36582-3981	LexisNexis address good 10/2022
8	Tina Frison 6885 Simpson Rd Theodore AL 36582-2116	Granddaughter – LexisNexis address good 1/2024 Phone number 251-620-6040 good 2024
9	Tina Frison Yolanda Frison 317 Green Park Dr Mobile AL 36695-3319	Yolanda is also Granddaughter – LexisNexis address good 11/2022 – Phone number 251-301-4014, 251-408-8308, 251-525-5662 good 2024
10	Edward Lewis Johnson 10371 Crossley Hill Dr Grand Bay AL 36541-3207	Son – LexisNexis address good 1/2024
11	Teriliane Johnson Lottie Johnson 5191 Thompson Ln Theodore AL 36582-2121	Granddaughter - LexisNexis address good 2/2024 Phone number 251-382-8143 and 251-653-4921 Paid taxes 2016, 2019, 2020, 2021 and 2023 Lottie Johnson is Mother to Teriliane, wife to Edward Johnson and daughter-in-law to Mary Johnson – she paid taxes in 2017
12	Gwendolyn Hardy Ebony Frison Tamyah Frison 1662 Andover Blvd Mobile AL 36609-2867	Wife of Mary E. Johnsons grandson Edward Frison DOD 3/23/2006. Also, daughters of Edward Frison. LexisNexis address good 3/2024 – Phone numbers 251-581-4579, 251-605-8276, 251-610-0507, 251-533-5617,
13	Gwendolyn Hardy Ebony Frison 4310 Panorama Blvd Mobile AL 36609-2108	LexisNexis address good 9/2023
14	Tamyah Frison 271 Mayflower St Mobile AL 36609-2453	LexisNexis address good 2/2022

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed March 5, 2024, against Mary E. Johnson Dates c/o Teriliane Johnson, recorded March 21, 2024, in Instrument 2024016341.

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **June 13, 2024**

SUBJECT: **Weed Lien Group 1654 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1654.** Please place these on the City Council's Agenda for **Tuesday, June 18, 2024**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	4966
	1654	Res. No.
2/27/2024	LOTS TO BE DECLARED	58-170
4/2/2024	LOTS FOR PUBLIC HEARING	58-271
6/11/2024	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	OLD SRO CASE #	CASE #	Amount Assessed	Dis	N/A CBO
1	12 Washington PL	32304	34412	$ 196.00	2	
2	520 Yukers St	29793	34413	$ 350.00	2	
3	164 Hemley Ave	31921	34414	$ 254.00	2	
4	2665 Murrell Lane	32416	34415	$ 1,050.00	1	
5	2601 Pierce St	29480	34416	$ 1,674.96	1	
6	1303 Gulf Field Dr E	31250	34417	$ 268.00	3	
7	1611 Van Dorn St	26989	34418	$ 175.00	3	
8	0 Peach St	33466	34419	$ 525.00	2	
	Par No (29 06 13 0 002 601)					
9	1158 Adams St	33363	34420	$ -	2	CBD
10	659 Peach St	33449	34421	$ 175.00	2	
11	610 Cedar Ave	31784	34422	$ 50.00	2	CBO
12	1209 Chinquapin St	26712	34424	$ 203.00	2	
13	607 Cedar Ave	31639	34425	$ 630.00	2	
14	1314 Pecan St	28358	34426	$ 1,056.00	2	
15	1312 Menas Ave	31588	34427	$ 525.00	2	
16	608 S Carolina St	32554	34428	$ 353.00	3	
17	658 S Carolina St	32558	34429	$ 350.00	3	
18	606 S Carolina St	32553	34430	$ 321.00	3	
19	604 S Carolina St	32547	34431	$ 636.00	3	
20	963 Dearborn St	32533	34432	$ 528.00	3	
21	204 Locust St	33000	34433	$ -	2	CBD
22	1054 Chinquapin St	33115	34434	$ 175.00	2	
				$ 9,494.96		

District total for this group		Numbers of lots cut	
1	2	1	2
2	13	2	10
3	7	3	7
4	0	4	0
5	0	5	0
6	0	6	0
7	0	7	0
	22		19

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Gary Jackson 6-5-24

Marchetta Jante 6-5-24

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 29, 2024

Lot Owner: **MCSWAIN REALTY LLC**

Address: **7451 MALLARD DR**

City, State, Zip: **MOBILE, AL 36695**

Group Number: **1654** Item # **1**

Lot Description: **LOTS 23 & 24 WASHINGTON PL DBK 156 N S PG 450 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 280.XXX) 12 WASHINGTON PL**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,318	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	196.00

Shelia E. Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **JASPER JOSEPHINE, INEZ TUNSTALL,**
IZORA PETTWAY & SIM PETTWAY SR

Address: **1920 OAK KNOLL DR**

City, State, Zip: **MOBILE, AL 36607**

Group Number: **1654** Item # **2**

Lot Description: **BEG AT A PT ON S/L OF YUKERS ST 200 FT SW FROM THE SW INT OF YUKERS ST & HOLTS RD & RUN THEN SW-LY ALG S/L OF YUKERS ST 50 FT TO A PT THEN SE 150 FT NE 50 FT-S-NW 150 FT TO PT OF BEG BEING PART OF GRT #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 376.XXX) 520 YUKER ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,500	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**350.00**

Shelia E Dean
SECRETARY

Marshetta Tate
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 29, 2024

Lot Owner: **ZAYED MAJD AL TAWEEL**

Address: **682 WINSTON SQ**

City, State, Zip: **MOBILE, AL 36695-5401**

Group Number: **1654** Item # **3**

Lot Description: **LOTS 256 & 257 HAAS PLACE DBK 153 P 266 #SEC 18 T4S R1W #MP29 08 18 1 004 (29 08 18 1 004 009.XXX) 164 HEMLEY AVE**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,932	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		10	$	3.00	$	30.00
Debris Removal	Cubic Yard	7	$	7.00	$	49.00
		Total Project Cost:			$	254.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 29, 2024

Lot Owner: **KZZ INVESTMENTS LLC**

Address: **18211 HOLLY BEND DR**

City, State, Zip: **HOUSTON, TX 77084**

Group Number: **1654** Item # **4**

Lot Description: **W 1/2 OF LOT 4 SUB OF LOT 6 BLK 8 MURRELL TRT DBK 135 P 19 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 077.XXX) 2665 MURRELL LN**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,590	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	125	$	7.00	$	875.00
		Total Project Cost:			$	1,050.00

Shelia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **HENDERSON DECARLO**
Address: **P. O. BOX 10154**
City, State, Zip: **PRICHARD, AL 36610-0154**
Group Number: **1654** Item # **5**

Lot Description: **LOTS 25-26-27-28 KNIPPERS 1ST ADD MOBILE DBK 132/338 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 301.XXX) 2601 PIERCE ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000		0	$	125.0000	$ -
Standard Rate		17,997	$	0.0125	$ 224.96
Adminitration Fee	Each	1	$	50.00	$ 50.00
Per Spare Tire		0	$	3.00	$ -
Debris Removal	Cubic Yard	200	$	7.00	$ 1,400.00
		Total Project Cost:			**$ 1,674.96**

Shelia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 29, 2024

Lot Owner: **USAAUS LLC**

Address: **408 PENINSULA BLVD**

City, State, Zip: **GULF SHORES, AL 36542**

Group Number: **1654** Item # **6**

Lot Description: **LOT 106 GULF FIELD MBK 6 P 291 #SEC 52 T5S R1W #MP32 01 52 0 005 (32 01 52 0 005 011.XXX) 1303 GULF FIELD DR**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,343	$	0.0125	$	**204.29**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	2	$	7.00	$	**14.00**
		Total Project Cost:			$	**268.29**

Shelia Edison
SECRETARY

Marchetta Tarte
INSPECTOR

Tammy Nelson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **SLATER CEOLA ROSE**

Address: **9224 AUBURN ST**

City, State, Zip: **DETROIT, MI 48228-1750**

Group Number: **1654** Item # **7**

Lot Description: **BEG AT NW COR OF LOT 4 BLK 10 AIR BASE PL MBK 3/487 THRU 488 TH RUN ELY ALG N/L OF SD LOT 4 & ALSO BEING ALG S RWL OF VAN DORN ST DIS OF 36 FT TH AN INT ANG OF 89 DEG 15 MIN RUN SLY 42.43 FT TH ON DEFL ANG OF 09 DEG 34 MIN TO LT RUN SELY A DIS OF 88.75 FT TO SW COR OF SD LOT TH RUN WLY ALG S/L OF SD LOT 4 A DIS OF 49 FT TO SW COR OF SD LOT TH RUN NLY & ALG W/L OF SD LOT 4 A DIS OF 130 FT TO POB #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 315.XXX) 1611 VAN DORN ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,665	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Sheila E Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **MCDERMOTT WILLIAM H AS**
CONSERVATOR OF ESTATE OF ROBERTA JONES

Address:

City, State, Zip: **MOBILE, AL 36652**

Group Number: **1654** Item # **8**

Lot Description: **LOT 4 BLK 8 STRAUSS 2ND ADD TO WOLFF HGTS MBK 2 PG 53 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 601.XXX) 0 PEACH ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,800	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	525.00

Shelia E Dean
SECRETARY

Marchetta Jaite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 29, 2024

Lot Owner: **FRANKLIN REBECCA JACKSON**

C/O RODERICK FRANKLIN

Address: **2352 TWILIGHT STAR DR**

City, State, Zip: **LITTLE ELM, TX 75062**

Group Number: **1654** Item # **10**

Lot Description: **COM AT PT WHERE S RWL OF CHISM ST INT W/L OF PEACH ST WHICH PT IS NE COR OF LOT 5 BLK 8 STRASS 2ND ADDN TO WOLFF HGTS MBK 2/53 RUN TH SLY ALG E/L OF SD LOT 5, 35 FT TO SE COR OF SD LOT RUN TH WLY ALG S/L OF SD LOT 5, 64 FTA TO PT TH RUN NLY & PAR TO W/L OF SD LOT 5,35 FT TO PT ON N/L OF SD LOT 5 RUN THEN ELY ALG N/L OF SD LOT 5 64 FT TO POB BEG PT LOT 5 BLK 8 OF SD SUB #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 600.XXX) 659 PEACH ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,240	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Sholia E. Dean
SECRETARY

Marchetta Jaite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **ANDERSON WILLIAM & ALBERTA**
C/O WALTER DAVIS

Address: **5661 PINE ST**

City, State, Zip: **HOUSTON, TX 77081-7309**

Group Number: **1654** Item # **11**

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

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024

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

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,711	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dean
SECRETARY

Michelle Coate
INSPECTOR

Gary Taylor
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **GULLETT WILLIAM & ROSIE LEE**
C/O DERRICK GULLETT
Address: **10934 LOUDON LN**
City, State, Zip: **CHAROLOTTE, NC 28262**
Group Number: **1654** Item # **12**

Lot Description: **LOT 14 BLK 33 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 032.XXX) 1209 CHINQUEPIN ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,000	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	4	$	7.00	$	28.00
		Total Project Cost:			$	203.00

Shelia E Decun
SECRETARY
Marshetta Tate
INSPECTOR
Amy Fowler
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
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Lot Owner: **WALTERS RICHARD**
Address: **2936 BILLY WILLIAMS ST**
City, State, Zip: **WHISTLER, AL 36612**
Group Number: **1654** Item # **13**

Lot Description: **LOT 7 BLK 10 STRAUSS 2ND ADD WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 117.XXX) 607 CEDAR AVE**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	3,038	1	$	125.0000	$ 125.00
Standard Rate		0	$	0.0125	$ -
Adminitration	Each	1	$	50.00	$ 50.00
Per Spare Tire		0	$	3.00	$ -
Debris Removal	Cubic Yard	65	$	7.00	$ 455.00
		Total Project Cost:			**$ 630.00**

Shelia E Dean
SECRETARY
Marchetta Jaite
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **LEWIS LUCILE**
Address: **1256 SOUTH ANN ST**
City, State, Zip: **MOBILE, AL 36605**
Group Number: **1654** Item # **14**

Lot Description: **W 45 FT OF LOTS 25 & 26 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 193.XXX) 1314 PECAN**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	2,407	1	$	125.0000	$ 125.00
Standard Rate		0	$	0.0125	$ -
Adminitration	Each	1	$	50.00	$ 50.00
Per Spare Tire		2	$	3.00	$ 6.00
Debris Removal	Cubic Yard	125	$	7.00	$ 875.00
		Total Project Cost:			**$ 1,056.00**

Shelia E. Wilson
SECRETARY
Marchetta Tate
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **ABNER SAM & LUCILE**
C/O WILLIE J BUFORD
Address: **206 RYLANDS ST**
City, State, Zip: **MOBILE, AL 36603-5446**
Group Number: **1654** Item # **15**

Lot Description: **LOT 18 BLK 21 TISDALE S/D OF FISHER TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 207.XXX) 1312 MENAS AVE**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	3,800	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	525.00

Sholia E Wear
SECRETARY
Marchetta Tate
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **ABNER SAM & LUCILE**
C/O DERRIS COLE
Address: **4711 CONSHOHOCKEN AVE**
City, State, Zip: **PHILADELPHIA, PA 19131**
Group Number: **1654** Item # **15**

Lot Description: **LOT 18 BLK 21 TISDALE S/D OF FISHER TRT DBK 75 P 260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 207.XXX) 1312 MENAS AVE**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	3,800	1	$	125.0000	$ 125.00
Standard Rate		0	$	0.0125	$ -
Adminitration	Each	1	$	50.00	$ 50.00
Per Spare Tire		0	$	3.00	$ -
Debris Removal	Cubic Yard	50	$	7.00	$ 350.00
		Total Project Cost:			$ 525.00

Shelia Eldridge
SECRETARY

Michelle Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **BROADUS CECILIA**
Address: **610 SOUTH CAROLINA ST**
City, State, Zip: **MOBILE, AL 36603**
Group Number: **1654** Item # **16**

Lot Description: **E 31.5 FT OF THE FOLL DESC PPTY LOT N/S S CAROLINA ST 2 E DEARBOORN ST POB N ALG E/S DEARBORN 100 FT(S) E 97 FT(S) S 100 FT(S) W 93 FT (S) TO POB #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 022.XXX) 608 SOUTH CAROLINA ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	3,200	1	$	125.0000	$ 125.00
Standard Rate		0	$	0.0125	$ -
Adminitration	Each	1	$	50.00	$ 50.00
Per Spare Tire		1	$	3.00	$ 3.00
Debris Removal	Cubic Yard	25	$	7.00	$ 175.00
		Total Project Cost:			**$ 353.00**

Shelia E. Dean
SECRETARY
Marchetta Tate
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **POWELL CHARLES O & ROBERTA C**
C/O WILLIAM P COOK
Address: **3489 ROBIN POINT DR**
City, State, Zip: **DECATUR, GA 30034**
Group Number: **1654** Item # **17**

Lot Description: **LOT 2 SQR 3 OF SIMS 2ND ADD DBK 120 N S P 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 043.XXX) 658 S CAROLINA ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	4,255	1	$	125.0000	$ 125.00
Standard Rate		0	$	0.0125	$ -
Adminitration	Each	1	$	50.00	$ 50.00
Per Spare Tire		0	$	3.00	$ -
Debris Removal	Cubic Yard	25	$	7.00	$ 175.00
		Total Project Cost:			**$ 350.00**

Shelia E Dean
SECRETARY
Manchester Jones
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **HOLLINS NICHOLE MS**
Address: **271 SIENA VISTA ST**
City, State, Zip: **MOBILE, AL 36607**
Group Number: **1654** Item # **18**

Lot Description: **BEG AT PT ON N/S SOUTH CAROLINA ST A DIS OF 93 FT 9 IN E OF NE COR OF DEARBORN & S CAROLINA ST TH IN A E-LY DIR ALG N/L OF S CAROLINA ST 31 FT 3 IN TO PT THEN IN N-LY DIR PAR WITH DEARBORN ST 100 FT TH IN W-LY DIR & PAR WITH S CAROLINA ST 31 FT 3 IN THEN IN S-LY DIR & PAR WITH DEARBORN ST 100 FT TO BEG #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 021.XXX) 606 SOUTH CAROLINA ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	3,120	1	$	125.0000	$ 125.00
Standard Rate		0	$	0.0125	$ -
Adminitration	Each	1	$	50.00	$ 50.00
Per Spare Tire		2	$	3.00	$ 6.00
Debris Removal	Cubic Yard	20	$	7.00	$ 140.00
		Total Project Cost:			**$ 321.00**

Shelia E Dean
SECRETARY
Marchetta Jacks
INSPECTOR
Jay Jay
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **MLB ENTERPRISE CORPORATION**
Address: **11111 KATY FWY STE 910**
City, State, Zip: **HOUSTON, TX 77079**
Group Number: **1654** Item # **19**

Lot Description: **BEG AT PT ON N/S SOUTH CAROLINA ST A DIS OF 93 FT 9 IN E OF NE COR OF DEARBORN & S CAROLINA ST TH IN A E-LY DIR ALG N/L OF S CAROLINA ST 31 FT 3 IN TO PT THEN IN N-LY DIR PAR WITH DEARBORN ST 100 FT TH IN W-LY DIR & PAR WITH S CAROLINA ST 31 FT 3 IN THEN IN S-LY DIR & PAR WITH DEARBORN ST 100 FT TO BEG #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 020.XXX) 604 SOUTH CAROLINA ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT	COST
Base Rate>10,000	2,645	1	$	125.0000	$ 125.00
Standard Rate		0	$	0.0125	$ -
Adminitration	Each	1	$	50.00	$ 50.00
Per Spare Tire		2	$	3.00	$ 6.00
Debris Removal	Cubic Yard	65	$	7.00	$ 455.00
		Total Project Cost:			**$ 636.00**

Sholia E Dean
SECRETARY
Marchetta Tate
INSPECTOR
Gary Lum
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **ALLEN KENNETH TYRONE**
Address: **956 WARREN ST S**
City, State, Zip: **MOBILE, AL 36603-1248**
Group Number: **1654** Item # **20**

Lot Description: **LOT 3 IN S EDELMANS & CO 2ND ADD DBK 128 N S P 5 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 031.002) 963 DEARBORN ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,814	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration	Each	1	$	50.00	$	50.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	528.00

Shelia E Dean
SECRETARY

Marchetta Carter
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
May 29, 2024

Lot Owner: **ALLEN ENOLA**
Address: **1250 BAY AVE**
City, State, Zip: **MOBILE, AL 36605**
Group Number: **1654** Item # **22**

Lot Description: **LOT 6 BLK 44 FISHER TRT DBK 22/332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 005.XXX) 1054 CHINQUEPIN ST**

Nuisance Date: 2/27/2024 Posting Date: 3/26/2024 Hearing Date: 4/2/2024
Date lot was cut: 5/17/2024 Contractor: Mr. Isaac Sampson

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,500	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Shelia E Dean
SECRETARY
Marchetta Tate
INSPECTOR
Terry Lee
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1654** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

60- 2024

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **$2,500.00** to Mobile Symphonic Pops Band, Inc., from her discretionary funds; and

WHEREAS, Mobile Symphonic Pops Band, 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 Mobile Symphonic Pops Band, Inc, will be used to assist with the expenses related to paying the conductor for rehearsal and concerts, truck rental and gas, providing payment to librarian and the property managers for moving the equipment to and from the concert, which will serve a public purpose benefiting 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 **$2,500.00** to Mobile Symphonic Pops Band, 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

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Attached to this memo is an agreement between the State of Alabama and the City of Mobile, allowing us to accept receive federal funds in the amount of $4,159,950.40 for the project titled "Innovating St. Louis Street: Mobile's Technology Corridor," which includes the resurfacing, rehabilitation and restoration of St. Louis Street from N. Broad Street to Water Street. The City of Mobile will provide match of $1,039,737.60 from previously allocated funds.

These funds will be used to complete the design and reconstruct infrastructure on a 17 block stretch of St. Louis Street in downtown Mobile. The project includes the design and reconstruction of the road bed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

Amount of Contract:
$4,159,950.40

Funding Source
Agreement with State of Alabama

ATTACHMENTS:
1. Cover Letter
2. Resolution
3. Agreement

REVIEWERS:
Jennifer Greene
Randy Threadgill
Chris Kern
Geoffrey Alexander
Trish Primm
Brandi Montgomery

June 12, 2024

To Whom It May Concern:

Attached to this memo is an agreement between the State of Alabama and the City of Mobile, allowing us to accept receive federal funds in the amount of $4,159,950.40 for the project titled "Innovating St. Louis Street: Mobile's Technology Corridor," which includes the resurfacing, rehabilitation and restoration of St. Louis Street from N. Broad Street to Water Street. The City of Mobile will provide match of $1,039,737.60 from previously allocated funds.

These funds will be used to complete the design and reconstruct infrastructure on a 17 block stretch of St. Louis Street in downtown Mobile. The project includes the design and reconstruction of the road bed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

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We look forward to continued communication on this important RESTORE-funded project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2024

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

WHEREAS, the Mayor and City Clerk, and they hereby are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive the federal funds in the amount of $4,158,950.40 from the State of Alabama for implementation the project titled "Innovating St. Louis Street: Mobile's Technology Corridor," a resurfacing, restoration and rehabilitation of St. Louis from N. Broad Street to Water Street. The City of Mobile will provide match in the amount of $1,039,737.60.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the State of Alabama or any other federal agency. The agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted:

_____

City Clerk

CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County

Project No. STPMB-4924( )
CPMS Ref# 100078621

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing, restoration, and rehabilitation of St. Louis St. from N. Broad St. to Water St. in the City of Mobile; Project# STPMB-4924( ); CPMS Ref# 100078621.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $4,158,950.40 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Mobile Area Dedicated)	$ 4,158,950.40
City Funds	$ 1,039,737.60

TOTAL (Incl CE&I)	$ 5,198,688.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement.

The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

   The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

   All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

   The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

   The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

   The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

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

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____ **By: _____**

City Clerk (Signature) **As Mayor (Signature)**

_____ **_____**

Type Name of Clerk **Type Name of Mayor**

(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

_____ **_____**

Matthew J. Ericksen, P.E. **Bradley B. Lindsey, P.E.**

Southwest Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing, restoration, and rehabilitation of St. Louis St. from N. Broad St. to Water St. in the City of Mobile; Project# STPMB-4924( ); CPMS Ref# 100078621.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.)*, (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.)*, as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.)*, (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

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

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

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

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

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

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

1-20

Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

1-20

Rev. 10/2017

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:
John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC for annual renewal of Cisco malware and network security protection software and support services for MIT

Amount of Contract:
$73,050.81

Funding Source

ATTACHMENTS:
1. 20240613 CDW Agenda Package POs

REVIEWERS:
Donald Rose
Karen Williamson
Brandi Montgomery

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 June 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

_____
Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to CDW Government LLC for annual renewal of Cisco malware and network security protection software and support services for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $73,050.81

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; Sourcewell cooperative purchasing agreement, not on state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

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
10431	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF CISCO MALWARE AND NETWORK SECURITY PROTECTION SOFTWARE AND SUPPORT SERVICES FOR MIT (BID EXEMPT AS SOFTWARE; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$73,050.81	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

```
==============================================================================
  Bill To                            |          Requisition 00010431-00  FY 2024
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |1000.10.23.5000.5000.5000.0000.0000.42115.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  9105fola
  vendorinvoices@cityofmobile.org    |Status: Approved                  Page 1
==============================================================================
  Vendor                                  Ship To
  CDW GOVERNMENT LLC                      MIT
  230 N MILWAUKEE AVE                     651 CHURCH STREET

                                          MOBILE, AL 36602
  VERNON HILLS, IL 60061                  ASHLEY.TODD@CITYOFMOBILE.ORG

  Tel#877-501-2756                        Delivery Reference
      Fax 312-705-0431                    GREG HOLLIDAY

                                          Deliver To
                                          MIT
                                          651 CHURCH STREET

                                          MOBILE, AL 36602


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  06/13/24   |272932 |06/13/24 |                    |INFORMATION TECHNOLOGY
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------

    PER SOURCEWELL 081419-CDW TECH CATALOG - SOFTWARE
001 ITEM:  Cisco Advanced Malware             185.00      154.00000      28490.00
    Protection for Endpoints Advantage          EACH
      license   10 li Supplier Part
    No: 6006896 Manufacturer Part No:
    E2SF-P-AMP-ADV-10 Manufacturer
    Name: Cisco Subscription Supplier
    Quote No: 37159:NXHG138 NIGP:
    UNSPSC: 43000000

   1 1000.10.23.5000.5000.5000.0000.0000.42115.                       28490.00

    Ship To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602
    Delivery Reference
    GREG HOLLIDAY

    Deliver To
    MIT
    651 CHURCH STREET
    MOBILE, AL 36602


002 ITEM:  Cisco Software Support               1.00     9297.81000       9297.81
    Service Enhanced   technical                EACH
```

Bill To	Requisition 00010431-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	support for Cisco Adv Supplier Part No: 5646767 Manufacturer Part No: SVS-EA2-AMPE-SUP-E-50K Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			9297.81
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	ITEM: Cisco Duo Security Standard Access license 1 license Supplier Part No: 6046647 Manufacturer Part No: E2SF-DUO-ACCESS Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000	310.00 EACH	50.00000	15500.00

Bill To	Requisition 00010431-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			15500.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

004	ITEM: Cisco Cloud Email Security Essential license 1 license Supplier Part No: 6939899 Manufacturer Part No: E2SF-E-CES-ESS-10 Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000	205.00 EACH	75.00000	15375.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			15375.00

Bill To	Requisition 00010431-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	ITEM: Cisco Software Support Service Enhanced technical support for Cisco Ema Supplier Part No: 5646762 Manufacturer Part No: SVS-EA2-ESA-SUP-E-10K Manufacturer Name: Cisco Subscription Supplier Quote No: 37159:NXHG138 NIGP: UNSPSC: 43000000	1.00 EACH	4388.00000	4388.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			4388.00

Bill To	Requisition 00010431-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 73050.81

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	73050.81	660881.46

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

Activity	Date	Clerk	Comment
Approved	06/13/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/13/24	SCOTT KEARNEY	
Approved	06/13/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/13/24	DONALD ROSE	Approved by: 9105fola
Approved	06/13/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/13/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/13/24	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To	Requisition 00010431-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	272932	06/13/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 06/13/24 JOHN PAINE		Auto approved by: 910516727	
	Approved 06/13/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

CDWG

Technology Products and Services

#121923-CDW
Maturity Date: 2/27/2028
Website: cdwg.com/sourcewell

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware & software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber & physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digitial velocity solutions

Locate your local dealer or representative

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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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

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:
John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:
To approve issuance of purchase order to Dana Safety Supply Inc for upfitting of 3 K9, 18 SWAT/Investigative Services, and 38 Supervisor Chevrolet Tahoe PPV SUVs for MPD. Motor Pool Capital.

Amount of Contract:
$707,548.78

Funding Source
See Requisitions

ATTACHMENTS:
1. 20240620 Dana Agenda Package POs

REVIEWERS:
Donald Rose
Karen Williamson
Brandi Montgomery

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 June 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

_____
Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dana Safety Supply Inc for upfitting of 3 K9, 18 SWAT/Investigative Services, and 38 Supervisor Chevrolet Tahoe PPV SUVs for MPD.
Motor Pool Capital.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $707,548.78

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

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
8912, 9032, 9036	2024	(F7000) MOTOR POOL	UPFITTING OF 3 K9, 18 SWAT/INVESTIGATIONS, AND 38 SUPERVISOR CHEVROLET TAHOE PPV SUVS FOR MPD (AL STATE CONTRACT)	$707,548.78	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008912-00 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
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/09/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SUPERVISOR UPFITTING FOR 38 2024 CHEVROLET TAHOES AS PER DANA SAFETY QUOTE 532175-E DATED 5-30-2024 AS PERSTATE OF ALABAMA CONTRACT MA23000004209	38.00 EACH	12800.03000	486401.14

Additional Description Notes

SUPERVISOR UPFITTING FOR 38 2024 CHEVROLET TAHOES. SEE ATTACHMENTS

AS REQUESTED BY 1530-PD

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 486401.14

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 486401.14

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

Bill To	Requisition 00008912-00 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
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/09/24	290980				MOTOR POOL

LN Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
Account			
E MP01530 .VEHICLEEXP. .		486401.14	2670840.21

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	486401.14	11181233.50

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	05/10/24	CHARLES SUMRALL	
Approved	05/13/24	SHONNDA SMITH	Auto approved by: 910518787
Approved	05/13/24	CHERI BOUCHER	Approved
Approved	06/20/24	DONALD ROSE	Auto approved by: 9105paij
Approved	06/20/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/20/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/20/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/20/24	JOHN PAINE	
Approved	06/20/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00009032-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/13/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	K9 UPFITTING FOR 3 2024 CHEVROLET TAHOES AS SA PER DANA SAFETY QUOTE 530183-C DATED 5-30-2024. AS PER STATE OF ALABAMA EMERGENCY VEHICLE LIGHTING CONTRACT MA230000004209 Additional Description Notes --- K9 UPFITTING FOR 3 2024 CHEVROLET TAHOES AS FOLLOWS: 6J7 FLASHER, 6J3 GRILLE WIRING, 6J4 HORN SIREN CIRCUIT WIRING, WHELEN ARGES SPOTLIGHT, 6C7 INTERIOR DOME LAMP,	3.00 EACH	10530.84000	31592.52
1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP01530 .CAPEQUIPMT. .			31592.52

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 31592.52

```
==============================================================================
  Bill To                            |          Requisition 00009032-00  FY 2024
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |7000.40.20.0000.0000.2070.0000.0000.47010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:
  vendorinvoices@cityofmobile.org    |Status: Approved                  Page 2
==============================================================================
  Vendor                                  Ship To
  DANA SAFETY SUPPLY INC                  MUNICIPAL GARAGE
  4809 KOGER BLVD                         770 GAYLE STREET

                                          MOBILE, AL 36604
  GREENSBORO, NC 27407                    AGEET@CITYOFMOBILE.ORG

  Tel#850-624-7173                        Delivery Reference
      Fax 800-375-8347                    TRAVESIA AGEE

                                          Deliver To
                                          MUNICIPAL GARAGE
                                          770 GAYLE STREET

                                          MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  05/13/24   |290980 |         |                    |MOTOR POOL
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

     ***** Project Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     E MP01530   .CAPEQUIPMT.          .              31592.52        2670840.21

     ***** General Ledger Summary Section *****
     Account                                            Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47010.
                                                        31592.52       11181233.50
        MOTOR POOL EXP                  EQUIPMENT (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                 Comment
     Approved  05/14/24   CHARLES SUMRALL         PD units
     Approved  05/15/24   SHONNDA SMITH           Auto approved by: 910518787
     Approved  05/15/24   CHERI BOUCHER           Approved
     Approved  06/20/24   DONALD ROSE             Auto approved by: 9105paij
     Approved  06/20/24   SANDRA LEWIS            Auto approved by: 9105paij
     Approved  06/20/24   STEVEN KRONINGER        Auto approved by: 9105paij
     Approved  06/20/24   SAMANTHA COOLEY         Auto approved by: 9105paij
     Approved  06/20/24   JOHN PAINE
     Approved  06/20/24   MICHAEL SPAFFORD        Auto approved by: 9105paij


              Authorized By:  ____________________________  Date: _____________
                                   Signature
```

Bill To	Requisition 00009036-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	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
05/13/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SWAT AND ID UPFITTING FOR 18 2024 CHEVROLET TAHOES AS PER DANA SAFETY QUOTE 530183-C DATED 5-30-2024 AS PER STATE OF ALABAMA CONTRACT MA23000004209 Additional Description Notes --- SWAT AND ID UPFITTING FOR 18 2024 CHEVROLET TAHOES AS FOLLOWS: 6J7 FLASHER, 6J3 GRILLE WIRING, 6J4 HORN SIREN CIRCUIT WIRING, WHELEN ARGES SPOTLIGHT, 6C7 INTERIOR DOME LAMP	18.00 EACH	10530.84000	189555.12
	1 7000.40.20.0000.0000.2070.0000.0000.47010. E MP01530 .CAPEQUIPMT. .			189555.12

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 189555.12

```
==================================================================================
  Bill To                              |          Requisition 00009036-00  FY 2024
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |7000.40.20.0000.0000.2070.0000.0000.47010.
  MOBILE, AL                           |Review:
  36601                                |Buyer:
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 2
==================================================================================
  Vendor                                   Ship To
  DANA SAFETY SUPPLY INC                   MUNICIPAL GARAGE
  4809 KOGER BLVD                          770 GAYLE STREET

                                           MOBILE, AL 36604
  GREENSBORO, NC 27407                     AGEET@CITYOFMOBILE.ORG

  Tel#850-624-7173                         Delivery Reference
      Fax 800-375-8347                     TRAVESIA AGEE

                                           Deliver To
                                           MUNICIPAL GARAGE
                                           770 GAYLE STREET

                                           MOBILE, AL 36604


----------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
----------------------------------------------------------------------------------
  05/13/24   |290980 |         |                    |MOTOR POOL
----------------------------------------------------------------------------------
 LN Description / Account                          Qty     Unit Price     Net Price
     ***** Project Ledger Summary Section *****
     Account                                                Amount  Remaining Budget
     E MP01530   .CAPEQUIPMT.          .              189555.12        2670840.21

     ***** General Ledger Summary Section *****
     Account                                                Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47010.
                                                        189555.12       11181233.50
        MOTOR POOL EXP                   EQUIPMENT (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                   Comment
     Approved  05/14/24   CHARLES SUMRALL           PD units
     Approved  05/15/24   SHONNDA SMITH             Auto approved by: 910518787
     Approved  05/15/24   CHERI BOUCHER             Approved
     Approved  06/20/24   DONALD ROSE               Auto approved by: 9105paij
     Approved  06/20/24   SANDRA LEWIS              Auto approved by: 9105paij
     Approved  06/20/24   STEVEN KRONINGER          Auto approved by: 9105paij
     Approved  06/20/24   SAMANTHA COOLEY           Auto approved by: 9105paij
     Approved  06/20/24   JOHN PAINE
     Approved  06/20/24   MICHAEL SPAFFORD          Auto approved by: 9105paij


                Authorized By:  ____________________________  Date: _____________
                                        Signature
```

Contract: MA230000004209 - Statewide Emergency Lighting - Dana Safety

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

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:
John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:
To approve issuance of purchase order to Graybar Electric Co Inc for 10 Hapco round, tapered, direct-bury aluminum light poles with arms for Traffic Engineering.
General fund.

Amount of Contract:
$30,071.40

Funding Source
See Requisition

ATTACHMENTS:
1. 20240620 Graybar Agenda Package POs

REVIEWERS:
Donald Rose
Karen Williamson
Brandi Montgomery

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 June 2024 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Graybar Electric Co Inc for 10 Hapco round, tapered, direct-bury aluminum light poles with arms for Traffic Engineering.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $30,071.40

FUNDING SOURCE:

Budget Item: See Requisition — Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ — Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
9575	2024	(2060) TRAFFIC ENGINEERING	10 HAPCO ROUND, TAPERED, DIRECT-BURY ALUMINUM LIGHT POLES WITH ARMS FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$30,071.40	(75199) GRAYBAR ELECTRIC CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009575-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIAPARTERS EV2370 MASTER AGREEMENT AND YOUR QUOTE 0246296509			
002	HAPCO CO RTA35E8BET18-01 ROUND TAPERED ALUMINUM POLE WITH ARMS RTA SINGLE TRUSS #DIRECT BURIED 35 FOOT MOUNT HT 8 INCHES BUTT DIA, 8 FOOT ARM, SATIN AL Vendor Item	10.00 EACH	2785.45000	27854.50
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0472 .CAPEQUIPMT. .			27854.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	HAPCO CO SK0PP69757-C 45 FOOT	10.00	4840.53000	48405.30

```
==============================================================================
  Bill To                            |          Requisition 00009575-00  FY 2024
  ACCOUNTS PAYABLE                   |
  P O BOX 389                        |Acct No:
                                     |2000.80.00.0000.0000.0000.0000.0000.47010.
  MOBILE, AL                         |Review:
  36601                              |Buyer:  910518227
  vendorinvoices@cityofmobile.org    |Status: Approved                   Page 2
==============================================================================
  Vendor                                  Ship To
  GRAYBAR ELECTRIC CO INC                 ELECTRICAL
  4359 HALLS MILL RD                      854 GAYLE STREET

                                          MOBILE, AL 36604
  MOBILE, AL 36691                        DLOVE@CITYOFMOBILE.ORG

  Tel#251-706-5605                        Delivery Reference
      Fax 251-666-6293                    DIANNA LOVE

                                          Deliver To
                                          TRAFFIC ENGINEERING
                                          852 GAYLE STREET

                                          MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  06/03/24   |075199 |         |                    |TRAFFIC ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
    SHAFT LENGTH TAPERED ALUM TUBE 14           EACH
    FOOT 9 INCH ARM REACH, BASE 10
    INCH DIA, WITH ANCHER BOLTS, NUTS
    AND WASHERS
    Vendor Item

   1 2000.80.00.0000.0000.0000.0000.0000.47010.
     E C0472     .CAPEQUIPMT.          .                                48405.30

    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                          76259.80

     ***** Project Ledger Summary Section *****
     Account                                          Amount  Remaining Budget
     E C0472     .CAPEQUIPMT.          .            76259.80           1685.82

     ***** General Ledger Summary Section *****
     Account                                          Amount  Remaining Budget
     2000.80.00.0000.0000.0000.0000.0000.47010.
```

Bill To	Requisition 00009575-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	075199				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)	76259.80	

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

Activity	Date	Clerk	Comment
Approved	05/29/24	JENNIFER WHITE	
Approved	06/03/24	JENNIFER WHITE	
Approved	06/10/24	JENNIFER WHITE	
Rejected	05/30/24	BRENDA RHODES	Please check expense strings
Rejected	06/03/24	TIFFANY HOLLINS	Unable to use expense strings
Approved	06/10/24	BRENDA RHODES	
Approved	06/10/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/10/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	06/12/24	SANDRA LEWIS	
Approved	06/12/24	DONALD ROSE	Auto approved by: 910518227
Approved	06/12/24	SANDRA LEWIS	
Approved	06/12/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	06/12/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	06/12/24	JOHN PAINE	Auto approved by: 910518227
Approved	06/12/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Graybar
works to your advantage

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Private Equity

Public Sector

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

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,

This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.

Accept | Decline

- **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
- Contract Renewal

Solicitation Process

- EV2370 RFP
- EV2370 RFP Postings

OMNIA PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. St. Louis_3
2. St_Louis_2
3. St_Louis_1

REVIEWERS:

Lana Gauthier
Lana Gauthier

June 13, 2024

To Whom It May Concern:

Attached to this memo is a resolution to transfer the sum of $79.737.60 from capital project C0322 to project G-STLOUIS. This will allow the correct match amount be allocated for a forthcoming federal funding agreement in the amount of $4,159,950.40 for the project titled "Innovating St. Louis Street: Mobile's Technology Corridor." The City of Mobile will provide a match of $1,039,737.60 from this capital account and a previous 2022 stormwater fee allocation of $960,000.

These federal funds will be used to complete the design and reconstruct infrastructure on a 17 block stretch of St. Louis Street in downtown Mobile. The project includes the design and reconstruction of the road bed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. The planning, design, and reconstruction of existing utility, streetscape, roadway, and storm drainage infrastructure along St. Louis Street will be a significant milestone for the City of Mobile. Comprehensively, this initiative correlates with broader objectives for fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

.

We look forward to continued communication on this important RESTORE-funded project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

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 sum of $79,737.60 be transferred from capital project C0322 (20002000.94070) St. Louis St Streetscapes to project G-STLOUIS: Innovating St. Louis Street (50235023.93030). These funds will be reallocated and used as match for a funding agreement with ALDOT.

Adopted:

_____
City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 06/13/2024

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

DISTRICT#: Select Item.

REQUEST: Please transfer $ 79,737.60

FROM CAPITAL PROJECT#: C0322

CAPITAL PROJECT NAME: ST. LOUIS ST STREETSCAPES

DEPT. PROJECT#: 2045

TO GRANT FUND PROJECT#: G-STLOUIS

PROJECT NAME: INNOVATING ST. LOUIS STREET

ACCT PROJECT STRING#: G-STLOUIS.FROMCAP

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Johns and Kirksey roofing

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

2024

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

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

Name of Company:	Johns and Kirksey Inc.
Project Name:	Traffic Division (Old 1st Precinct) - Roofing Improvements
Project Number:	BG-064E-21
Amount:	$18,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Traffic Division (Old 1st Precinct) - Roofing Improvements

CAPITAL PROJECT #: C0963 (20002000-48010)

CONTRACT AMOUNT: $18,500.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-064E-21

PROJECT DESCRIPTION: selective removal and repair/replacement of two roof hatch covers and other minor miscellaneous roofing repairs

VENDOR NAME: Johns and Kirksey Inc.

VENDOR NUMBER: 299130

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50% _X__ or

If different, indicate special rate_____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 05/31/2024

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

This Agreement made and entered into this_____.

BETWEEN the Owner:	CITY OF MOBILE 205 Government Street P. O. Box 1827 Mobile, Alabama 36633
And the Contractor:	Johns and Kirksey, Inc. 5424 Metro Park Drive Tuscaloosa, AL 35405 City Business License No.:129041 Secretary of State Registration No.: 000-104-098
For the following Project:	Traffic Division (Old 1st Precinct and Motorpool) – Roofing Improvements 850 Virginia Street Mobile, Alabama 36603
Project Number:	BG-064E-21

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Bid documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Eighteen Thousand Five Hundred and no/100 Dollars ($18,500.00) which includes a Contingency Allowance of Two Thousand and no/100 ($2,000.00).

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

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required.
for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials, and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Ninety (90) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings, or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be

deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

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

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

B. Comprehensive General Liability Insurance

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

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

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

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

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

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

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

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

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

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

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

3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

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

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

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

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

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

To Contractor: NAME: Johns and Kirksey, Inc.
ADDRESS: 5424 Metro Park Drive, Tuscaloosa, AL 35405

3.16 RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Johns and Kirksey, Inc. has completed the contract for the Traffic Division (Old 1st Precinct and MotorPool) – Roofing Improvements, BG-064E-21, 850 Virginia Street, Mobile, Alabama 36603. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a five (5) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Bid Documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Bid documents dated March 13, 2024, as prepared by TAG/The Architects Group, Inc. and the City of Mobile Architectural Engineering Department;
2. Addendum No 2, dated 4/11/2024 and Addendum No 1, dated 3/28/2024.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

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

8.0 NON-ASSIGNMENT

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

9.0 SEVERABILITY CLAUSE

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

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Johns & Kirksey, Inc.

By Signature

William Johns, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor: Johns & Kirksey, Inc.

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared William Johns as President of Johns & Kirksey, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 15th day of May, 20 24.

NOTARY PUBLIC
My Commission Expires: 5.19.2027

JOSETTE ODELL NOTARY PUBLIC ALABAMA STATE AT LARGE

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Johns and Kirksey, Inc.
Address	5424 Metro Park Drive, Tuscaloosa, AL 35405
Telephone	205-759-2830
E-Mail	kwalters@johnskirksey.com

RFP/RFQ Solicitation Number	BG-064E-21
Project Description	Traffic Division Old 1st Precinct Roofing Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority ____ Non-minority ____ SDVO ____ Total #of Employees 30

Subcontractor/Major Supplier Plan submitted by:

Printed Name: William E. Johns

Signature: [signature] Date: 4.17.2024

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: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Johns and Kirksey, Inc. Your Bid/Proposal Amount $ _____ Date: 4 / 17 / 2024 Description Traffic Division Old 1st Precinct Roofing Improvements

Name of Bidder/Proposer: Johns and Kirksey, 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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Johns and Kirksey, Inc

Contact Person: Kris Walters Phone 205-759-2830 Email kwalters@johnskirksey.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Johns and Kirksey, Inc.	
Entity ID Number	000-104-098
Entity Type	Domestic Corporation
Principal Address	TUSCALOOSA, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Tuscaloosa County
Formation Date	05/21/1985
Registered Agent Name	JOHNS, WILLIAM E
Registered Office Street Address	5424 METRO PARK DRIVE TUSCALOOSA, AL 35405
Registered Office Mailing Address	5424 METRO PARK DRIVE TUSCALOOSA, AL 35405
Nature of Business	GENERAL CONTRACTOR
Capital Authorized	$5,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	JOHNS, WILLIAM E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KIRKSEY, ROBERT G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JOHNS, MARY N
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

Johns and Kirksey, Inc.	
	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024

Transactions	
Transaction Date	11/15/1985
Legal Name Changed From	John-Kirk, Inc.
Transaction Date	09/28/1987
Registered Agent Changed From	STEPHENS, MARK A SUITE 507 550 GREENSBORO AVENUE TUSCALOOSA, AL 35401
Transaction Date	10/29/1999
Registered Agent Changed From	STEPHENS, MARK A 2703 7TH STREET TUSCALOOSA, AL 35401
Transaction Date	08/07/2019
Agent Mailing Address Changed From	* Added
Transaction Date	08/07/2019
Registered Agent Changed From	JOHNS, WILLIAM E 930 HILLCREST SCHOOL ROAD TUSCALOOSA, AL 35405

Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	05/21/1985	Certificate of Formation 7 pgs.
Document Date / Type / Pages	11/15/1985	Legal Name Change 4 pgs.
Document Date / Type / Pages	09/28/1987	Registered Agent Change 2 pgs.
Document Date / Type / Pages	10/29/1999	Registered Agent Change 1 pg.
Document Date / Type / Pages	08/07/2019	Registered Agent Change 2 pgs.

Browse Results New Search

Company ID Number: 502629

Approved by:

Employer Johns and Kirksey, Inc.	
Name (Please Type or Print) William E Johns	Title
Signature Electronically Signed	Date 02/09/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/09/2012

Company ID Number: 502629

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Johns and Kirksey, Inc.
Company Facility Address	5424 Metro Park Drive Tuscaloosa, AL 35405
Company Alternate Address	5424 Metro Park Drive Tuscaloosa, AL 35405
County or Parish	TUSCALOOSA
Employer Identification Number	630902257
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2024

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
Pritchett-Moore Insurance
1120 Queen City Avenue
PO Box 2086
Tuscaloosa AL 35403

CONTACT NAME: Carson James
PHONE (A/C, No, Ext): 205-349-6557 FAX (A/C, No):
E-MAIL ADDRESS: cjames@pritchett-moore.com

INSURED JOHN&KI-01
Johns & Kirksey, Inc.
5424 Metro Park Drive
Tuscaloosa AL 35405

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Insurance	25135
INSURER B : Workers First Comp Fund	
INSURER C : Midwest Employers Casualty Co	23612
INSURER D : Great American, Inc.	16691
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 398474346 **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	Y	Y	10157978CP	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	10157976CA	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	10158086CU	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCG6605540023 PPAL127200	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A D	Leased/Rented Equipment Blanket Builders Risk			10157978CP IMPE94294001	1/1/2024 1/31/2024	1/1/2025 1/31/2025	Any One Occurrence Any One Project	25,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project no BG-064E-21, Traffic Division (Old 1st Precinct and Motorpool) – Roofing Improvements, 850 Virginia Street, Mobile, Alabama 36603
City of Mobile is included as an additional insured with respect to general liability, automobile liability, and umbrella liability on a primary and non-contributory basis as required by written contract with the named insured. A waiver of subrogation applies in favor of City of Mobile with respect to workers compensation, general liability, automobile liability, and umbrella liability as required by written contract with the named insured. 30-day notice of cancellation applies.

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

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RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA WAIVING ALL OF THE MOBILE AIRPORT AUTHORITY'S ADMINISTRATIVE, LICENSING, AND PERMITTING FEES RELATING TO THE BROOKLEY TERMINAL EXPANSION

Sponsored by: Mayor Stimpson

WHEREAS, the Mobile Airport Authority ("MAA") is in the process of a complete relocation of commercial air passenger service from the Mobile Regional Airport (MOB) to the Mobile Downtown Airport (BFM), which is located at the aerospace complex known as Brookley Aeroplex; and

WHEREAS in order to make BFM an operational and functioning airport for commercial travel, additional facilities are needed; and

WHEREAS, the MAA is in the process of constructing a terminal and related facilities at BFM (the "Project"); and

WHEREAS, the City Council of the City of Mobile (the "Council") enthusiastically supports the Project and believes that it is in the best interest of the Project to waive all administrative, licensing, and permitting fees issued by the City of Mobile (the "City") related to the Project.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

That the Council, to the extent permitted by applicable law, hereby waives all of the respective administrative, licensing, and permitting fees or charges otherwise payable by the MAA, or any contractor retained by MAA, to the City (i) in connection with the construction of the Project or other improvements related to the Project, (ii) in connection with the Project's compliance with all applicable, local, state, and federal laws, rules, regulations, order, etc. from the commencement of the Project through the completion of the Project and (iii) any related improvements thereto.

ADOPTED:

_____

City Clerk

#110637551v1
54523486 v1

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:
Lana Gauthier, Assistant City Clerk

Sponsored by:
Josh Woods, Councilmember

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Knollwood Vacation Packet_REVISED

REVIEWERS:
Lana Gauthier
Lana Gauthier

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF A PORTION OF A SERVICE ROAD AND CITY RIGHT-OF-WAY LOCATED AT KNOLLWOOD DRIVE AND MEDICAL PARK DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of a service road and City right-of-way located at Knollwood Drive and Medical Park Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 25th day of June, 2024, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

WHEREAS, **GK Land Holdings, LLC, an Alabama limited liability company**, as the owner of all of the land abutting a portion of Medical Park Drive located in the City of Mobile, Alabama, has requested the Mobile City Council to assent to the vacation and closing by it as the owner of such portion of Medical Park Drive hereinafter described;

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that **GK Land Holdings, LLC** owns all of the land abutting along said portion of Medical Park Drive, that the same is not needed as a public road in the City of Mobile, Alabama, that the vacation of same will not deprive any other property owners of such right as such property owners may have to convenient and reasonable ingress and egress to and from such other property, and that it would be to the best interest of the Mobile City Council to vacate the same;

WHEREAS, said owner has consented to this vacation;

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council that its assent be, and it is hereby given to **GK Land Holdings, LLC**, as owner of all of the land abutting a portion of Medical Park Drive, to the vacation and closing by it of the following described right of way, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, by the Mobile City Council, that its assent be and the same hereby is, given to vacate and annul the herein described service road and right of way located Mobile, Alabama, subject, however, to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of AT&T to operate and maintain its existing service line within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

DONE this _____ day of _____, 2024, at Mobile County, Alabama.

MOBILE CITY COUNCIL

By:_____
Its President

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2024.

_____
Mobile City Clerk

EXHIBIT A

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

Knollwood Drive Vacation

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2024	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 1470544	$813,600.00	522,720	$1.56
Lot 3, Key No. 1096101	$142,100.00	68,825	$2.06
Lot 4, Key No. 1096110	$26,800.00	57,500	$0.50
Totals			**$1.37**

$1.37 / SF AVERAGE x 12,845 SF TO BE VACATED)= $17,640.47 Real Estate Department Assessment.

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

May 7, 2024

Lisa C. Lambert
City of Mobile Clerk
P. O. Box 1827
Mobile, AL 36633

RE: Right-of-Way Vacation

Dear Ms. Lambert:

Please find enclosed the necessary documentation to vacate a City right-of-way located at the old Knollwood Hospital site. The enclosed does contain the signatures of all of the abutting property owners, as well as a map showing all surrounding properties.

The four adjoining parcels have values as set forth below, with all information coming from the Mobile County Revenue Commissioners' Office:

Lot 1 Key #01470544

Assessed Value of Land:	$813,600
Size:	522,720 sq. ft.
Value/Square Foot:	$1.56

Lot 2 Key #01704953

Assessed Value of Land:	$255,300
Size:	5.38 acres
Value/Square Foot:	$1.09

Lot 3 Key #01096101

Assessed Value of Land:	$142,100 ~~$344,100~~
Size:	68,825 sq. ft.
Value/Square Foot:	$5.00

*updated value for 2024 building was demolished.

Lot 4 Key #01096110

Assessed Value of Land:	$26,800
Size:	57,500 sq. ft.
Value/Square Foot:	$0.50

537931(7 v1

The subject right-of-way to be vacated contains approximately 12,845 sq. ft. It is our opinion that the right-of-way should have a value of $1.05/sf, which is the average of Lots 1, 2 and 4. Lot 3's assessed value should not be considered, as it is at least 3 times as much as all surrounding properties including those that are not abutting the subject right-of-way. Thus, it is our opinion that the right-of-way has a value of $13,847.00.

However, it is our position that no compensation should be required for this vacation, as shown on page 2 of the site plan attached, it indicates that the owner is dedicating part of Medical Park Drive to the City. Medical Park Drive has been used as and considered to be a public right-of-way, as the City has street signs placed within that right-of-way. Thus, this is an exchange for one right-of-way for another.

Also, it is our opinion that due to the redevelopment of the surrounding properties by Ball HealthCare, we do not believe a Traffic Impact Study is warranted at this time. As shown on the attached site plan, which is included in the owner's application to the Planning Commission, the subject right-of-way will be replaced by a driveway from the new development, said driveway which will be farther away from Medical Park Drive. Thus, the vacation will have no negative impact on the accessibility to and from this property.

Please let me know if you have any questions or need any additional information at this time.

Sincerely,

Gerald D. Byrd
GDB/kpg
Enclosures

CAPture Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

LOT 1

PARCEL #:	**33 02 10 3 000 020.01X**		Baths: **0.0**	H/C Sqft: **0**
OWNER:	GK LAND HOLDINGS LLC	**MUNI 14 MOBILE PROPER**	Bed Rooms: **0**	Land Sch: **MT/51**
ADDRESS:	1 SOUTHERN WAY MOBILE AL 36619-1210	Land: **813,600**	Imp: **0**	Total: **813,600**
LOCATION:		Acres: **12.000**	Sales Info: **01/26/2023**	**$2,175,000**

<< Prev Next >> [1 / 1 Records]

Tax Year : 2024

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- Apps

NEW

COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574 8530

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	02	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$813,600.00	BOE VALUE:	$0.00
KEY #:	1470544		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$813,600
CURRENT USE VALUE	[DEACTIVATED]	$0
TOTAL MARKET VALUE **[APPR. VALUE: $813,600]**:		$813,600

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
2021083905	12/16/2021
7053-230	7/19/2013
WD2477-713	7/5/2008
0-0	7/5/2008
WD3997-287	11/20/1992

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2023		$0.00
	2022		$0.00
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$0.00
	2012		$0.00
	2011		$0.00
	2010		$0.00
	2009		$0.00
	2008		$0.00
	2002	OTHER(P)	$3,810.00

CAPture Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

LOT 3

PARCEL #:	**33 02 10 3 000 021.01X**	**[MISCIMP-A0]**	Baths: **0.0**	H/C Sqft: **0**
OWNER:	GK LAND HOLDINGS LLC	**MUNI 14 MOBILE PROPER**	Bed Rooms: **0**	Land Sch: **MT/51**
ADDRESS:	1 SOUTHERN WAY MOBILE AL 36619-1210	Land: **105,800**	Imp: **36,300**	Total: **142,100**
LOCATION:	3401 MEDICAL PARK DR MO	Acres: **1.560**	Sales Info: **01/26/2023**	**$2,175,000**

<< Prev Next >> [1 / 1 Records]

Tax Year : 2024

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$1,394,300.00	BOE VALUE:	$0.00
KEY #:	1096101		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$105,800
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
"PAVING CONCRET	34PCR06	$7,200
PAVEMENT CURBIN	34CLNGR	$4,800
"PAVING ASPHALT	34PASP2	$24,300
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $142,100]**:		$142,100

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
0-0	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2009		$0.00
	2008		$0.00

QUICK LINKS

NEW

COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
(251) 574-8530

CAPture Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

Lot 4

PARCEL #:	**33 02 10 3 000 021.02X**		Baths: **0.0**	H/C Sqft: **0**
OWNER:	GK LAND HOLDINGS LLC	**MUNI 14 MOBILE PROPER**	Bed Rooms: **0**	Land Sch: **MT/51**
ADDRESS:	1 SOUTHERN WAY MOBILE AL 36619-1210	Land: **26,800**	Imp: **0**	Total: **26,800**
LOCATION:		Acres: **1.320**	Sales Info: **07/19/2013**	**$5,000,000**

<< Prev Next >> [1 / 1 Records]

Tax Year : 2024

QUICK LINKS

NEW

COUNTY MAP

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3529 Michael Blvd Suite G
MOBILE AL 36609
(251) 574-8530

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	02	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$26,800.00	BOE VALUE:	$0.00
KEY #:	1096110		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$26,800
CURRENT USE VALUE	[DEACTIVATED]	$0
TOTAL MARKET VALUE **[APPR. VALUE: $26,800]**:		$26,800

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

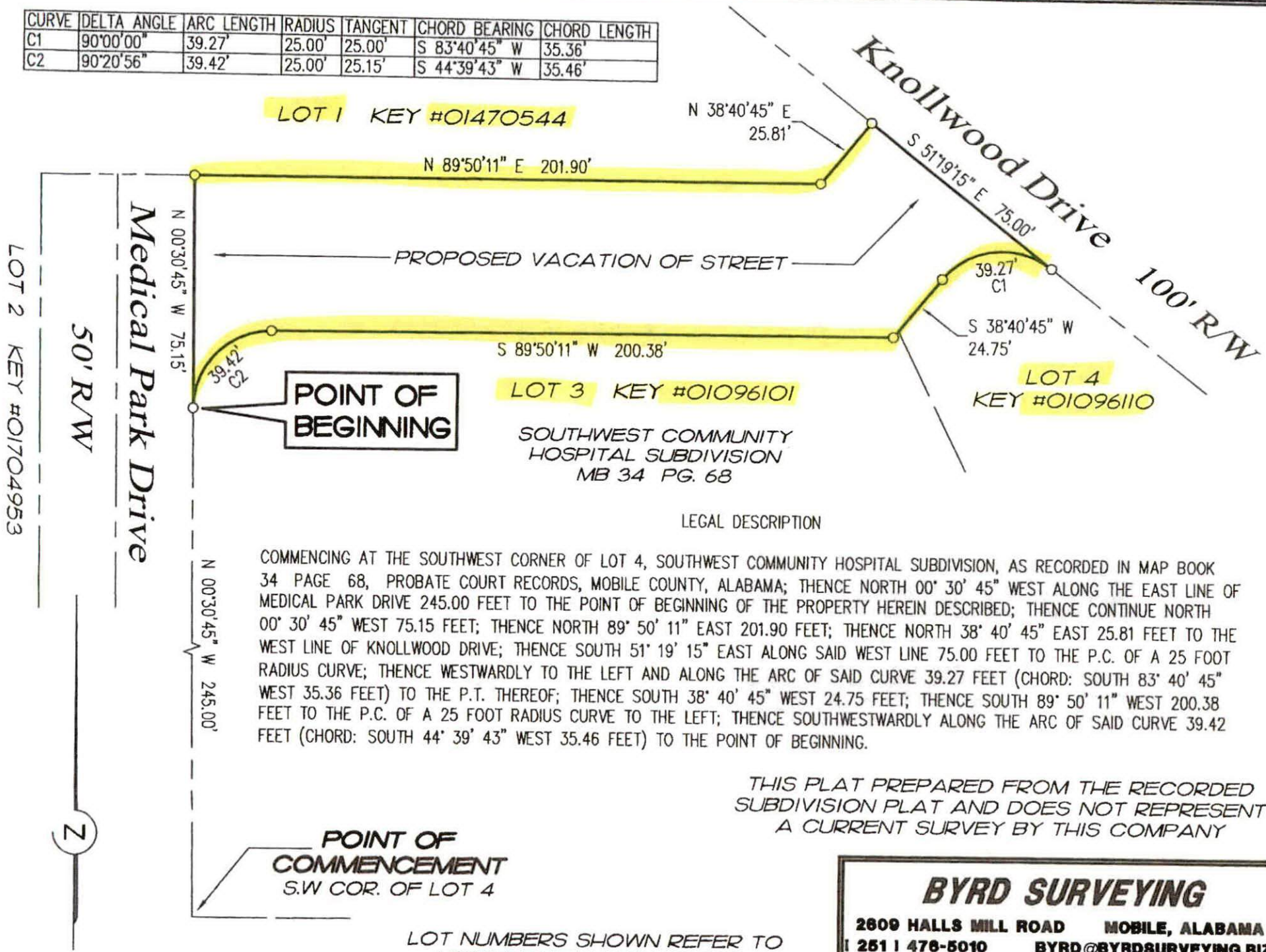
DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
7053-230	7/19/2013
2030-91	7/5/2008
WD3577-212	5/31/1990

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2023		$0.00
	2022		$0.00
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$0.00
	2012		$0.00
	2011		$0.00
	2010		$0.00
	2009		$0.00
	2008		$0.00

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	39.27'	25.00'	25.00'	S 83°40'45" W	35.36'
C2	90°20'56"	39.42'	25.00'	25.15'	S 44°39'43" W	35.46'



LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

THIS PLAT PREPARED FROM THE RECORDED SUBDIVISION PLAT AND DOES NOT REPRESENT A CURRENT SURVEY BY THIS COMPANY

LOT NUMBERS SHOWN REFER TO LETTER DATED MAY 7, 2024

BYRD SURVEYING

2809 HALLS MILL ROAD MOBILE, ALABAMA

251 476-5010 BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 40' MAY 7, 2024

23BS420

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION TO THE MOBILE CITY COUNCIL FOR ITS ASSENT TO THE VACATION OF A PORTION OF MEDICAL PARK DRIVE IN THE CITY OF MOBILE, ALABAMA

Comes now **GK Land Holdings, LLC, an Alabama limited liability company,** as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petitions the Mobile City Council to assent to the vacation and closing by such signer as the owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described is a right of way, that your Petitioner is the owner of the property abutting said right of way, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

GK LAND HOLDINGS, LLC

By: Clarence M. Ball
Print Name: CLARENCE M. BALL JR
Title: MANAGER

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Clarence M. Ball, Jr., whose name as Manager of **GK LAND HOLDINGS, LLC**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of January, 2024.

Pamela N. Griffin
NOTARY PUBLIC
My Commission Expires: 04.13.2027

PAMELA N. GRIFFIN
MY COMMISSION EXPIRES
APRIL 13, 2027
NOTARY PUBLIC
STATE OF ALABAMA

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

STATE OF ALABAMA)

COUNTY OF MOBILE)

DECLARATION OF VACATION OF
A PORTION OF MEDICAL PARK DRIVE LOCATED IN
THE CITY OF MOBILE, ALABAMA

WHEREAS, the undersigned, **GK Land Holdings, LLC, an Alabama limited liability company**, is the owner of all of the land abutting a portion of Medical Park Drive located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the abutting property owner of such portion of Medical Park Drive located in Mobile, Alabama; and

WHEREAS, the vacation of said portion of Medical Park Drive will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated abutting landowner requests that such portion of Medical Park Drive which abuts its property be closed and vacated; and

WHEREAS, said party as the abutting landowner consents to this vacation; and

WHEREAS, the said portion of Medical Park Drive to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owner of the lands abutting said roadway, hereby declares said portion of Medical Park Drive to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said right of way is filed strictly in accordance with said statute and, having been so filed, said right of way hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owner;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of Mobile Area Water & Sewer System (MAWSS) to operate and maintain its existing 8" diameter water main within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 4th day of January, 2024.

[Remainder of Page Intentionally Blank]

GK LAND HOLDINGS, LLC

By: Clarence M Ball
Print Name: CLARENCE M BALL JR
Title: MANAGER

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Clarence M. Ball, Jr., whose name as Manager of **GK LAND HOLDINGS, LLC**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of January, 2024.

Pamela N. Griffin
NOTARY PUBLIC
My Commission Expires: 04.13.2027

PAMELA N. GRIFFIN
MY COMMISSION EXPIRES
APRIL 13, 2027
NOTARY PUBLIC
STATE OF ALABAMA

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com
tel. 251-694-2391

December 5, 2023

VIA ELECTRONIC MAIL

Attn: Douglas L. Anderson
Burr & Forman LLP
11 North Water Street
Mobile, Alabama 36602

RE: Consent Requirement to vacate a portion of Medical Park Drive Right of Way

Mr. Anderson,

I am writing in response to the City's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the preliminary survey and examining the shaded area between Knollwood Drive and Medical Park Drive, I would like to inform you we have not identified any Alabama Power Company ("APC") facilities present in the stated location.

On behalf of APC, I hereby provide our written consent to fulfill the city's requirement for the vacation of rights of way and easements.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 251-694-2391 or via email at bjarrett@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,

Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosure

Spire Alabama Inc.
605 Richard Arrington, Jr. Blvd N.
Birmingham, AL 35203

December 6, 2023

Douglas Anderson
Burr & Forman LLP
RSA Tower
11 North Water Street
Suite 22200
Mobile, AL 36602

Re: Vacation of a portion of Medical Park Drive, Mobile, AL

Douglas Anderson,

In response to your letter dated December 4, 2023 relative to the above referenced vacation of a portion of Medical Park Drive.

Please be advised that Spire Gulf Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Alex Sammet (Dec 14, 2023 08:46 MST)

Alex Sammet
Manager of Right of Way & Land Management
Spire Gulf Inc.

TJF: VB
cc: Douglas L. Anderson

Engineering Approval: RJ
Systems Planning Approval: ZJH

3248 Springhill Ave.
Mobile, Al. 36607
Cell 251-295-5334

February 28, 2024

Douglas L. Anderson
11 N Water Street
Suite 22200
Mobile, Al. 36602

Mr. Anderson:

On your request dated December 4, 2023, to vacant the right-of-way located within the Southwest Community Hospital Subdivision the former Knollwood Hospital Complex. Comcast has no need for this easement and consents to the subject vacation. If you need anything else please feel free to give me a call at 251-295-5334.

Respectfully,

Donnie Little

Donnie Little
Construction Specialist II
Comcast of Alabama

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

December 20, 2023

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, Alabama 36602

RE: Request to vacate the north portion of Medical Park Drive Right-of-Way
That certain portion east to west connecting to Knollwood Drive
per unrecorded Survey by Byrd Surveying dated November 30, 2023
Section 10, T5S-R2W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our 8" diameter water main, which provides service to the medical park, is located within the limits of the area to be vacated above. Consequently, our agreement to vacate this right-of-way is contingent upon the Requestor retaining said right-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

M: 251.581.5043
F: 251.471.0410
sc1153@att.com

December 5, 2023

Douglas L. Anderson
Burr & Furman LLP
11 North Water Street Suite 22200
Mobile, AL 36602
danderson@burr.com

RE: Vacation of a portion of Medical Park Drive, Mobile, AL

Dear Douglas,

This letter is written in response to your request to vacate an easement of the property located on the North side of Lot 4 of the Southwest Community Hospital Subdivision MB34, PG68 as shown on attached documents. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-581-5043 if any additional information is required.

Sincerely,

Brian Scott Cornelius
MGR OSP Planning & Engineering, AT&T Alabama
251-581-5043

USA Proud Sponsor of the U.S. Olympic Team

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, March 28, 2024 3:04 PM
To: michael.linder@atchisonlaw.com
Subject: Vacation Request - Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Michael,

Please review the attached and advise if it's ready to be sent to City departments.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 15, 2024 11:16 AM
To: michael.linder@atchisonlaw.com
Subject: Vacation Request - Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Michael,

Please review the attached and advise if it's ready to be sent to City departments.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, April 17, 2024 9:41 AM
To: Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org); Cink, Joseph; Hoffman, Bert; Jennifer White (whitej@cityofmobile.org); Kern, Chris; Nick Amberger (nick.amberger@cityofmobile.org); Penn, D M; Richard Harris (harrisr@cityofmobile.org)
Subject: Vacation Request - Old Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: White, Jennifer
Sent: Wednesday, April 17, 2024 9:49 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Old Knollwood Hospital

Traffic Engineering does not have an objection.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Hoffman, Bert
Sent: Wednesday, April 17, 2024 3:45 PM
To: Gauthier, Lana
Subject: RE: Vacation Request - Old Knollwood Hospital
Attachments: 2024-04-17_PZ-MEMO_Knollwood-Hospital_request.pdf

Planning and Zoning has no objection. See the attached memo.

Bert Hoffman

Long Range Planning
BUILDMOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey HERE!

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

April 17, 2024

To: **Lana Pafenbach**

C: **File**
Planning & Zoning

From: **Margaret Pappas / bh**

Re: **Vacation of a portion of Medical Park Drive**

The proposed vacation request is for an approximately 50-foot wide by 250-foot long segment of Medical Park Drive, extending from an intersection with Medical Park Drive to Knollwood Drive.

The Planning and Zoning Department has no objection to the vacation of the street right-of-way.

It should be noted that a Subdivision application that includes this site has been submitted for consideration by the Planning Commission. The Subdivision process should be completed prior to any request for permits for construction within the vacated property.

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251)208-5895

Gauthier, Lana

From: Cink, Joseph
Sent: Monday, April 22, 2024 11:01 AM
To: Gauthier, Lana
Subject: Re: Vacation Request - Old Knollwood Hospital

Morning Lana,

Fire has no objection to the vacation as long as the hydrant remains accessible and operational.

Respectfully,

Joseph "Victor" Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, Al 36607
Cell: (251) 406-4806
Office: (251) 208-5801
Email: joseph.cink@cityofmobile.org

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, May 1, 2024 10:12 AM
To: 'kari@byrdsurveying.biz'
Subject: FW: Vacation Request - Old Knollwood Hospital

Good morning, Kari,

Please see below for the response from the City's Engineering Department.

Thank you for your assistance.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Morris, Anthony <anthony.morris@cityofmobile.org>
Sent: Tuesday, April 30, 2024 1:45 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: RE: Vacation Request - Old Knollwood Hospital

Engineering does not have an objection of a vacation request for City right-of-way at the Old Knollwood Hospital site. Engineering has facilities in the City right of way being requested to be vacated and Engineering will request the existing right of way be retained as an easement.

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk

Gauthier, Lana

From: Morris, Anthony
Sent: Tuesday, April 30, 2024 1:45 PM
To: Gauthier, Lana; Stout, Carleen; Cink, Joseph; Hoffman, Bert; White, Jennifer; Kern, Chris; Amberger, Nicholas; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Old Knollwood Hospital

Follow Up Flag: Follow up
Flag Status: Flagged

Engineering does not have an objection of a vacation request for City right-of-way at the Old Knollwood Hospital site. Engineering has facilities in the City right of way being requested to be vacated and Engineering will request the existing right of way be retained as an easement.

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Kari
~~Kerry~~ Givens
Kari@byrdsurveying.biz

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, May 1, 2024 10:15 AM
To: Carleen Stout (carleen.stout@cityofmobile.org)
Subject: FW: Vacation Request - Old Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Good morning,

Please advise any objections you have to the attached vacation request along with the City's evaluation for the value. This is a time sensitive matter.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Gauthier, Lana
Sent: Wednesday, April 17, 2024 9:41 AM
To: Anthony Morris (anthony.morris@cityofmobile.org) <anthony.morris@cityofmobile.org>; Carleen Stout (carleen.stout@cityofmobile.org) <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; Jennifer White (whitej@cityofmobile.org) <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Nick Amberger (nick.amberger@cityofmobile.org) <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Richard Harris (harrisr@cityofmobile.org) <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, May 2, 2024 9:23 AM
To: kari@byrdsurveying.biz
Subject: Knollwood Hospital Vacation Request

Good morning, Kari,

Please see the City's Real Estate Department's response below (in blue) regarding the vacation request at the old Knollwood Hospital site.

Also, advise if/when the information will be provided.

"Lana - Real Estate researched the vacation request today and have the following comments:

-Key numbers are not included and the lot numbers do not match up. Need more information.
-The size is stated as 17,542 sf however there is not dimensions on the survey – proof of vacation size is needed.
-Applicant is offering to "swap" row with city to offset payment due – no size provided. Has engineering looked at this?

Hope this makes sense ad we can look at it again as soon as the data needed is obtained.
Thanks, Carleen

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536"

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Stout, Carleen
Sent: Tuesday, May 7, 2024 1:13 PM
To: jerry
Cc: Daffin, Mary; Gauthier, Lana
Subject: RE: Knollwood Hospital Vacation Request

Follow Up Flag: Follow up
Flag Status: Flagged

Received. We will look at it this week!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: jerry <jerry@byrdsurveying.biz>
Sent: Tuesday, May 7, 2024 12:56 PM
To: Stout, Carleen <carleen.stout@cityofmobile.org>
Cc: Daffin, Mary <mary.daffin@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: RE: Knollwood Hospital Vacation Request

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.

Carleen

Attached is a revised letter and plat that contains the information you need for review. The letter was prepared by the attorney preparing the documents and sent to me to put on letterhead and sign. I have computed the area of the proposed vacation and revised the first paragraph of the second page to reflect that area and value. I'm not sure how he got the area that was in the first submittal. I have also added the Key numbers of the parcels listed as Lots 1-4 in the letter.

The attached plat shows the lot numbers and Key numbers that correspond with those listed in the letter. The plat has all dimensions necessary for you to check the square footage of the proposed vacated street.

Please contact me if you have any questions or need additional information.

Thank you
Jerry

Gerald D. Byrd

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010
251-476-5033 - Fax

From: Stout, Carleen
Sent: Thursday, May 2, 2024 12:06 PM
To: jerry <jerry@byrdsurveying.biz>
Cc: Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Hospital Vacation Request

Hey Jerry, hope you are well!! Attached is what we reviewed. Jaclyn retired and Mary will be working this file request. I have copied her in!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: jerry <jerry@byrdsurveying.biz>
Sent: Thursday, May 2, 2024 10:55 AM
To: Stout, Carleen <carleen.stout@cityofmobile.org>
Subject: Knollwood Hospital Vacation Request

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.

Carleen

Would you send me a copy of the plat that was submitted with the vacation package ? I'll try to clarify the lot numbers and provide the other information you need.

Thanks....Jerry

Gerald D. Byrd

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010
251-476-5033 - Fax

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Thursday, May 2, 2024 9:23 AM
To: kari@byrdsurveying.biz
Subject: Knollwood Hospital Vacation Request

Good morning, Kari,

Please see the City's Real Estate Department's response below (in blue) regarding the vacation request at the old Knollwood Hospital site.

Also, advise if/when the information will be provided.

"Lana - Real Estate researched the vacation request today and have the following comments:

-Key numbers are not included and the lot numbers do not match up. Need more information.
-The size is stated as 17,542 sf however there is not dimensions on the survey – proof of vacation size is needed.
-Applicant is offering to "swap" row with city to offset payment due – no size provided. Has engineering looked at this?

Hope this makes sense ad we can look at it again as soon as the data needed is obtained.
Thanks, Carleen

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536"

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Stout, Carleen
Sent: Friday, May 10, 2024 4:52 PM
To: Gauthier, Lana; Daffin, Mary
Subject: RE: Knollwood Vacation Packet

Real estate is good as long as engineering is good!!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Friday, May 10, 2024 1:31 PM
To: Stout, Carleen <carleen.stout@cityofmobile.org>; Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Vacation Packet

Carleen,

Please let me know if you have any objections to this request.

Thank you!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Friday, May 10, 2024 12:39 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Vacation Packet

Thank yall!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

MAWSS
P. O. Box 180249
Mobile, AL 36618-0249

MAWSS
P. O. Box 180249
Mobile, AL 36618-0249

MAWSS
P. O. Box 180249
Mobile, AL 36618-0249

Spire Alabama, Inc.
Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

Spire Alabama, Inc.
Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

Spire Alabama, Inc.
Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

CITY CLERK'S OFFICE

MOBILE, AL

TH, MAR 28, PM2:50 RCVD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:
Lana Gauthier, Assistant City Clerk

Sponsored by:
Josh Woods, Councilmember

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution_vacation fee_Knollwood

REVIEWERS:
Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED by the City Council of the City of Mobile that the fee for the vacation of portion of a service road City right-of-way located at Knollwood Drive and Medical Park Drive, by the Council as per Resolution **VACATION RESOLUTION #** is hereby set at $17,640.47.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: June 25, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - MCHD Funding Agreement for HVIP Project
2. HVIP Program Funding Agreement

REVIEWERS:

Lana Gauthier
Lana Gauthier

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement between the City of Mobile and the Mobile County Board of Health, to accept funding assistance for the HVIP Project, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. The HVIP Project provides counseling, monitoring, outreach and education to victims of gun violence during hospital treatment. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

HVIP PROGRAM FUNDING AGREEMENT

THIS PROGRAM FUNDING AGREEMENT (the "Agreement") is made and entered into as of this 21st day of June, 2024 (the "Effective Date"), by and between the Mobile County Board of Health (the "Board"), and the City of Mobile, an Alabama municipal corporation (the "City"). The Board and the City are each a "Party" to this Agreement and are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties desire to work together to fund the operation of a Hospital based Violence Intervention Program ("HVIP") in the City of Mobile in an effort to reduce re-injury from gun violence by addressing social needs and removing other contributing factors: and

WHEREAS, Board and City want to participate in the funding of said program in cooperation with the University of South Alabama USA Hospital, which is uniquely suited to serve as a physical platform for the HVIP, providing counseling, monitoring, evaluation, outreach and education to victims of gun violence during hospital treatment and after discharge; and

WHEREAS, the Board and City have determined that implementation and funding of the HVIP will provide a valuable public safety benefit by reducing gun violence, will advance the health and safety of the citizen and public, will promote the order, prosperity, and welfare of the citizens, and will directly benefit the State and City and their residents and as such is in the best interest of the State and City and serve a valid and sufficient public purpose;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. The Board shall appropriate for the use of the City the sum of $120,000.00 (the funds) to be paid in one lump sum upon full execution of this contract by both parties.

2. The City shall use the funds transferred exclusively for the purpose described above, that is, the funding of the HVIP to be operated by USA Hospital.

3. The City agrees to utilize the funds solely for the HVIP Project in accord with and consistent with the scope of the project attached hereto as Exhibit A, and further, in accord with and consistent with the budget attached hereto as Exhibit B. The funding from the Board shall supplement, not supplant, the City's financial contribution to the program.

4. By signing this contract, the Parties represent and agree they are 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.

5. The Parties 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.

6. To the extent required by law the Parties 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.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

Mobile County Board of Health

By: _____
Kevin Philip Michaels, MD, MPH, FACOEM
Health Officer

City of Mobile

By: _____
William S. Stimpson, Mayor

ATTEST:

_____
Lisa C. Lambert, City Clerk

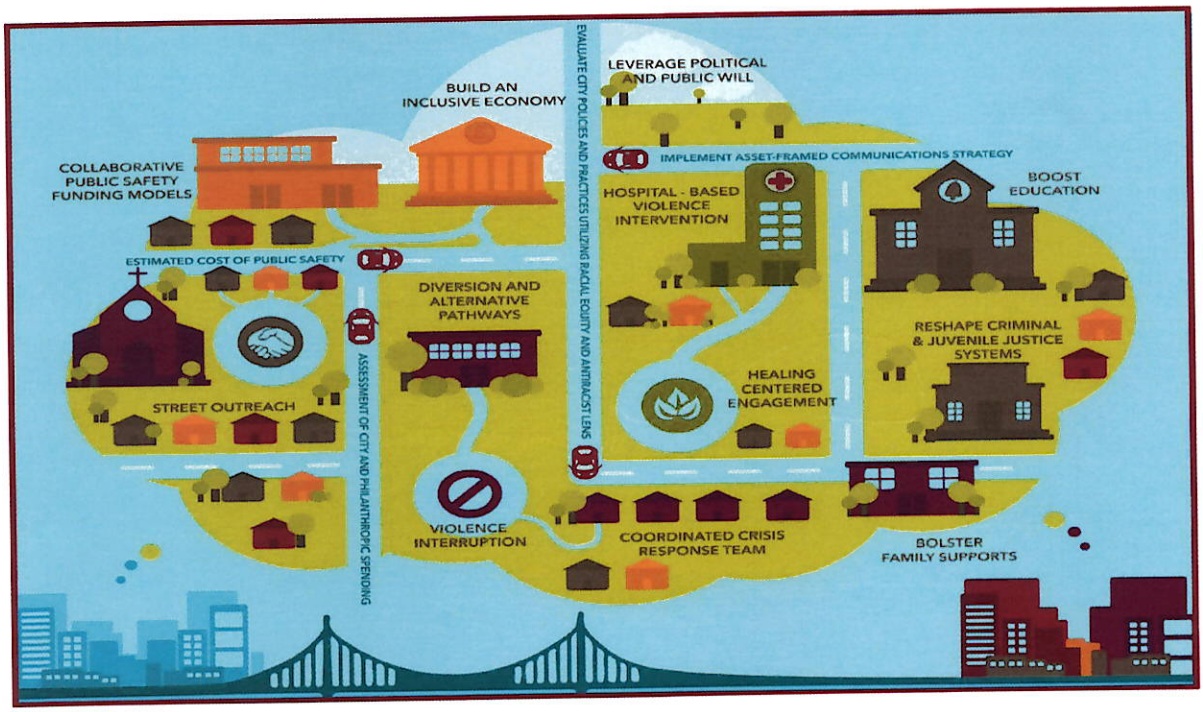
EXHIBIT A

City of Mobile & USA Health

Hospital-based Violence Intervention Program (HVIP)

Background/Problem

- Gun violence serves as the #1 cause of death for youth
- USA Health treated 642 youth and young adults with gunshot wounds from 2018 – June 2023 (less than 5 years)
- Each year those numbers continue to increase
- Not all is gang-related which is the typical focus of criminal justice efforts
- Types of prevention: street outreach, group violence intervention, HVIPs
- Ecosystem in which there are multiple entry points for intervention but you can see that the hospital is often times at the center. ***This is important because up to 40% of hospitalized patients injured by gunshot wounds are re-injured within 5 years and 20% of them die.***



HVIP Overview

- The goal of the HVIP is to reduce the rate of reinjury by addressing a patient's social needs and anything else that contributes to vulnerability. This is ultimately a strategy to achieve health equity.
- All patients 14-34 years of age with GSWs

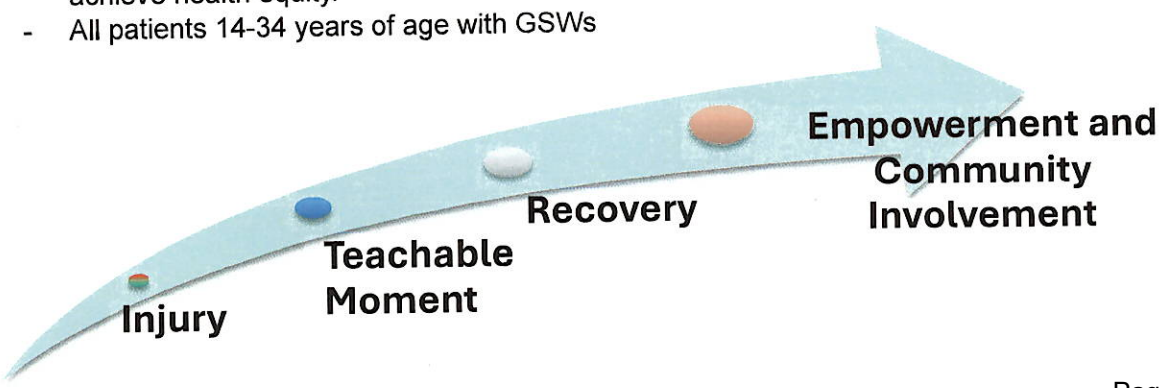


EXHIBIT A

- Peer-led, bedside support for patients who have a gunshot injury
- Referrals to community resources
- Follow-up for patients and families for 6 months

Oversight/Leadership

- The HVIP medical director would be Dr. Ashley Williams, a trauma surgeon and the director for the Center for Healthy Communities. Dr. Williams would work closely with an identified lead within the Office of Public Safety.
- The HAVI (Health Alliance for Violence Intervention) is the standard of care for HVIPs. They offer training and technical assistance. We should go through the HAVI to be competitive for future grants.

Personnel and Duties

- Medical Director
  - Provides oversight and leadership
  - Establishes vision, direction, and evaluation
  - Seeks funding for longevity of program
  - Seeks new, innovative methods to improve results
- Program coordinator
  - Oversees day-to-day activities
  - Handles personnel and logistic issues
  - Provides quarterly reports to Medical Director and Office of Public Safety
- 3 Violence Intervention Specialist
  - Establish relationship with patients via peer support model
  - Perform social needs assessment
  - Round with the medical team
  - Work with social worker/community health worker to establish a social discharge plan for each patient
  - Provide continuity of care in Tuesday morning trauma clinic
  - Follow up with patients/families weekly until all needed services have been rendered, then monthly for 6 months.
  - Provides documentation of all health equity visits
- Social Worker
  - Brings a level of knowledge about existing resources (i.e. DHR, housing, employment, etc)
  - Sole focus is this patient population, not all patients in the hospital
  - Works in collaboration with the Violence Intervention Specialists, medical team, and community resources to provide a detailed social discharge plan for patient
  - Ensures consults, referrals, and follow-up visits are established
- Research Manager
  - Handles data management, data entry, and analysis
  - Organizes protocols, institutional review board, etc.
  - Assists in dissemination of data (i.e. manuscript writing, abstracts, etc.)
- Grant Writer

  - Develops and write grants to pursue funding opportunities needed for sustainability

Data Collection and Sharing

- USA Health and the Office of Public Safety will establish a data sharing agreement and decide on which elements can/should be shared.
- A shared database will be created by USA Health.
  - All information will be de-identified
  - Trauma registry data will be included (over 100 data points)
  - Information will be shared in real time as patient information will be entered upon evaluation

Processes and Procedures

- VIS will receive pagers and be notified of incoming GSW patients. They will be notified if patient being discharged from the ED and have one hour to see patients and perform assessment.
- For admitted patients, they will round each day between 8 AM and 3PM.
- The primary focus for the VIS is to establish a relationship with the patient and families, perform a needs assessment (SDOH), and round with the medical team.
- VIS will also see patients in follow-up at Trauma Clinic on Tuesday mornings from 8-11AM.
- VIS will follow-up with patients for 6 months, making sure patient cases are "closed." Cases may be closed once all identified needs have been met.
- VIS will work in conjunction with a centralized social worker who will help manage/coordinate appointments with various community organizations and resources depending on the patient's needs.
- All documentation to be entered into the Electronic Medical Record (EMR)
- Quality improvement reports will be generated quarterly and reviewed with the OPS/USA Health Leadership. This will allow changes to be made quickly to maximize effectiveness of the program.
- Patient protection and privacy will be prioritized.

Potential Resources

- Food insecurity, housing, physical health, mental health, employment, education, job training, financial literacy, empowerment, substance abuse treatment, life skills, legal assistance

Building a Multidisciplinary Team

- Trauma Surgeon/Emergency Medicine Physicians
- Violence Intervention Specialists
- Public Safety
- Criminologist
- Public Health Professional
- Community Health Workers
- Social Worker
- Educators

EXHIBIT A

Goals

- Decrease/eliminate violent re-injury
- Improve the social determinants of health
- Address root causes of violence

Evaluation

- Readmission Rates
- Reinjury Rates
- Clinic Follow-up Rates
- Patient Satisfaction Scores
- Discharge Readiness Scores
- % of patients having needs
- Types of needs (i.e. employment, food insecurity, housing)
- % of needs met (i.e. closed cases, employed, housed, etc.)
- Evaluation of CBOs in addressing needs
- Length of time to close cases
- Longitudinal Follow-up (up to 5 years before discharging from HVIP program)

EXHIBIT B
USA Hospital-based Violence Intervention Program (HVIP)
10/1/2024-09/30/2026

	Role	Essential(?)*	Base Salary	%effort	Calendar Months	Year 1	Year 2	Total
A. Personnel								
Dr. Ashley Williams - Primary Clinician Champion	PI	Yes	$402,363	5.00%	0.6	$20,118	$20,118	
Program Director		Yes	$90,000	100.00%	12	$90,000	$90,000	
Social Worker		No	$55,000	100.00%	12	$55,000	$55,000	
Violence Intervention Specialist 1		No	$45,000	100.00%	12	$45,000	$45,000	
Violence Intervention Specialist 2		No	$45,000	100.00%	12	$45,000	$45,000	
Violence Intervention Specialist 3		No	$45,000	100.00%	12	$45,000	$45,000	
Research Coordinator		No	$46,030	50.00%	6	$23,015	$23,015	
						$0	$0	
TOTAL Personnel						**$323,133**	**$323,133**	**$646,266**
B. Fringe	**Rate**							
Williams (Rate 25%)	25.00%					$5,030	$5,030	
Program Director	25.00%					$22,500	$22,500	
Social Worker	25.00%					$13,750	$13,750	
Violence Intervention Specialist 1	25.00%					$11,250	$11,250	
Violence Intervention Specialist 2	25.00%					$11,250	$11,250	
Violence Intervention Specialist 3	25.00%					$11,250	$11,250	
Research Coordinator	25.00%					$5,754	$5,754	
0.00	25.00%					$0	$0	
TOTAL Fringe						**$80,783**	**$80,783**	**$161,567**
C. Travel								
Travel						$10,000	$10,000	
TOTAL Travel						**$10,000**	**$10,000**	**$20,000**
D. Equipment								
TOTAL Equipment						**$0**	**$0**	**$0**
E. Supplies								
ers (Victim/Mental Health Services) Incentives - Row 23						$25,000	$25,000	
Patient Fund - Row 18						$40,000	$40,000	
ntinuing Education/Professional Development - Row 15						$8,000	$8,000	
Wellness Budget - Row 16						$2,500	$2,500	
TOTAL Supplies						**$75,500**	**$75,500**	**$151,000**
F. Consultant - Fee for Service								
Implementation Scientist, Statistician - Row 22						$10,000	$10,000	
TOTAL Consultant						**$10,000**	**$10,000**	**$20,000**
G. Construction								
TOTAL Construction						**$0**	**$0**	**$0**
H. Other								
Data Management System - Row 21						$10,000	$10,000	
Branding/Marketing/Licensing - Row 19						$10,000	$10,000	
HAVI Training anf Technical Assistance - Row 13						$60,000	$0	
TOTAL Other						**$80,000**	**$20,000**	**$100,000**
I. Total Direct (A-H)						**$579,416**	**$519,416**	**$1,098,833**
J. Indirect (37% on campus rate)*								**$0**
L. Totals (I+J)						**$579,415**	**$519,417**	**$1,098,833**